

PROFESSIONAL SERVICES CONTRACT

Contract #000000000000000000041742

This Contract, including this Base Contract and all Exhibits thereto (“Contract”), is entered into by and between the State of Indiana (“State”), acting through and on behalf of the Indiana Auditor of State, and Accenture LLP, an Illinois limited liability partnership and wholly owned subsidiary of Accenture plc, with its principle place of business located at 161 N. Clark Street, Chicago, Illinois 60601 (“Accenture” or “Contractor”), pursuant to the terms and conditions set forth herein. The State and the Contractor are sometimes referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Office of the Indiana Auditor of State (“State Auditor”) is responsible for complex and comprehensive payroll, accounting, and finance functions and processes for the State, including: processing payroll for more than 30,000 State employees (in three branches of State government) (“Payroll Services”); and performing accounting responsibilities for State funds, generating and reporting comprehensive State financial reports, overseeing and disbursing county, city, town, and school tax distributions, paying State accounts payable, administering the State’s Deferred Compensation Plan, and other related accounting and finance services (collectively “Financial Services”). The State Auditor performs, manages, and supports these Payroll Services and Financial Services through GEAC, PeopleSoft version 9.1 Human Capital Management system (“PeopleSoft HCM 9.1”) and PeopleSoft 9.2 Financials system (“PeopleSoft Financials”).

WHEREAS, the State Auditor works closely with the Indiana State Personnel Department (“State Personnel”) in the performance of its responsibilities. State Personnel provides human resources services for the executive branch of State government and benefits administration services for all branches of State government, including managing and administering the State’s leave and benefits plans for more than 30,000 State employees and their dependents, developing and administering the State’s classification and compensation systems, setting standards and implementing compensation procedures related to performance management, managing and reporting data on the State’s enterprise-wide resource planning (“ERP”) system, developing and administering standardized policies governing employment, and other related personnel functions (collectively “Human Resources Services”). State Personnel performs, manages, and supports these Human Resources Services utilizing PeopleSoft HCM 9.1.

WHEREAS, to assure the integrity, functionality, reliability, technical integration, and accuracy of the State’s Payroll Services, Financial Services, and Human Resources Services, the State has determined that it is in the best interests of the State, the State Auditor, and State Personnel to upgrade and modernize PeopleSoft HCM 9.1 through the implementation and integration of PeopleSoft version 9.2 HCM capabilities defined in **Exhibit C** (“PeopleSoft HCM 9.2”) and PeopleTools version 8.57 (“PeopleTools 8.57”).

WHEREAS, Accenture is a leader in the information technology and ERP implementation industry and has previous experience with numerous state agencies in providing PeopleSoft HCM 9.2 and PeopleTools 8.57 implementation and modernization solutions—including upgrading, integrating, and implementing PeopleSoft systems similar in size, challenges, implementation attributes, and scope to the State’s needs. Accenture represents that it has a long-history of collaboration and alliance with Oracle as a “Diamond” Oracle partner, has more than 54,000 Oracle skilled professionals, has served as the #1 Oracle systems integrator globally for twelve straight years, has been the leading integrator of statewide ERP for nearly three decades, and has a unique, ready-to-go system implementation platform that accelerates value and delivers high performance specifically for the areas of finance, procurement, human resources, payroll, business intelligence, and budgeting for the public sector.

WHEREAS, in accordance with the State’s Request for Proposal 19-105 (the “RFP”), the State and Accenture have negotiated the terms of this Contract, based in part, on Accenture’s RFP Response and Best and Final Offer (collectively “RFP Response”), which the State and Accenture have determined to be the most advantageous in accomplishing the State’s requirements, goals, and objectives for modernizing, implementing and upgrading its Payroll Services and Human Resources Services utilizing PeopleSoft HCM 9.2 and PeopleTools 8.57 and integrating related systems, including PeopleSoft Financials (collectively, the “HCM-Payroll Modernization Project” or “Project”).

NOW, THEREFORE, in consideration of the above recitals and the mutual undertakings of the Parties as contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I: DEFINITIONS

As used in this Contract, the capitalized words and phrases shall have the meanings ascribed to such words and phrases in the Glossary of Terms set forth in **Appendix 1** hereto. Grammatical variations thereof have corresponding meanings (i.e., the singular shall be interpreted as including the plural and vice versa, unless the context clearly indicates otherwise). **Appendix 1** is part of, and incorporated into, this Base Contract.

ARTICLE II: CONTRACT SCOPE, GOALS, OBJECTIVES AND INTENT

1. HCM-Payroll Modernization Project Goals and Objectives. The overarching goals, objectives, and intent of this Contract are: (a) to upgrade and modernize the business processes and technologies for Payroll Services and Human Resources Services to assure reliable, effective, and accurate administration and delivery; (b) to achieve a complete, efficient implementation, migration, and integration of PeopleSoft HCM 9.2 and PeopleTools 8.57 to close internal control gaps, eliminate unnecessary customization, provide enhanced capabilities and functionality, streamline processing and ongoing maintenance, and improve the functionality of PeopleSoft HCM 9.1 being upgraded and replaced; (c) to maximize PeopleSoft HCM 9.2, PeopleTools 8.57, and related system capabilities, tools and support processes, and value-added human capital management-housed functional capabilities through new modules and customization; (d) to assure the protection and integrity of data and confidential information gathered in the administration of Payroll Services, Financial Services and Human Resources Services; and (e) to meet the State’s requirements described in the RFP or as otherwise agreed by the Parties (collectively, the “HCM-Payroll Modernization Project Goals and Objectives”).

2. Contract Scope. To accomplish the HCM-Payroll Modernization Project Goals and Objectives, the Contractor has proposed, and the State has accepted, a solution, as negotiated in the terms of this Contract, based, in part, on the RFP and RFP Response, which includes (a) Implementation Services, including the implementation, migration, and integration of PeopleSoft HCM 9.2 modules and PeopleTools 8.57 in a single release using Accenture’s proprietary Accenture Delivery Method for PeopleSoft Upgrade along with Accenture’s PeopleSoft Upgrade Toolkit and Accenture Enterprise Services for Government (“AESG”); (b) providing Post Go-Live Support Services, (c) providing any one or more of the three types of Optional Implementation Services; (d) providing Transition Assistance Services; and (e) providing additional Services and responsibilities described herein, which together will provide the State enhanced capabilities in technology, functionality, and usability that will meet the State’s requirements, goals, and objectives (the “Contractor’s Solution” or “Solution”).

3. Contract Documents. This Contract includes the provisions of this Base Contract, including **Appendix 1** hereto, and the following exhibits, which are attached hereto and incorporated herein by reference:

- EXHIBIT A:** Implementation and Payment Schedule
- EXHIBIT B:** Optional Implementation Services Payment Schedule
- EXHIBIT C:** Statement of Work (“SOW”)
- EXHIBIT D:** Contractor’s RFP Response
- EXHIBIT E:** State’s RFP# 19-105

ARTICLE III: PERFORMANCE TERMS AND CONDITIONS

1. Duties of Contractor. The Contractor shall perform all commitments and requirements of this Contract, including all services described below (collectively the “Services”), in an effective, timely, and accurate manner that meets or exceeds all required Performance Standards:

- (a) Implementation Services as described in the SOW (**Exhibit C**), including all activities, tasks, Contractor’s portion of the Work, and Deliverables described in the SOW;
- (b) Post Go-Live Support Services as described in the SOW, including all activities, tasks, Contractor’s portion of the Work, and Deliverables described in the SOW;
- (c) Any one or more of the three types of Optional Implementation Services as described in the SOW, including all activities, tasks, Contractor’s portion of the Work, and applicable Deliverables described in the SOW;
- (d) Transition Assistance Services;
- (e) All tasks and activities necessary, or which may reasonably be inferred from this Contract, for the performance of Services by the Contractor in accomplishing the HCM-Payroll Modernization Project Goals and Objectives; and
- (f) All other activities, services, and obligations to be provided by the Contractor under this Contract as may be amended from time to time pursuant to an Amendment or a Contract Modification authorized pursuant to Article III, Section 9 herein.

2. Term.

A. This Contract, unless earlier terminated, or as otherwise provided herein, shall be effective for a period not to exceed forty-two (42) months (the “Term”). It shall be performed in two phases: (i) the first phase for the completion of Implementation Services and any of the two Optional Implementation Services described in Article III, Section 3.C available during the Implementation Period selected by the State; and (ii) the second phase for the performance of Post Go-Live Support Services upon the completion of Implementation Services. Implementation Services shall commence on March 9, 2020 (“Effective Date”) and shall continue as described in this Contract until the completion of the Implementation Period. Upon completion of the Implementation Period, Post Go-Live Support Services shall be provided for an additional six (6) months (“Post Go-Live Support Period”), through the final day of the sixth (6th) Month following the completion of Implementation Services (the “Expiration Date”).

B. At the option of the State, the Expiration Date noted in Section 2.A herein may be extended after the Post Go-Live Support Period for a period of up to six (6) months during the Advisory Support Coverage Services Period for the completion of the Advisory Support Coverage Services, in the event the State exercises its option to have Contractor perform Advisory Support Coverage Services (the “Advisory Support Coverage Services Option”). If the State exercises the Advisory Support Coverage Services Option pursuant to this Section 2.B, the Expiration Date shall be extended for a period of up to six (6) months. In order to extend the Expiration Date, the State must provide notice to Contractor of the extent to which the State requests Contractor to provide Advisory Support Coverage Services at least thirty (30) days prior to the end of the Post Go-Live Support Period. Such notice shall include: (a) the period during which Contractor is to provide such Services; (b) the number of hours of such Services to be performed by Contractor; and (c) whether the hourly rate should be at the Blended Rate or the hourly Rate Card Rates (the “Hourly Rate”). If the State does not provide such notice to Contractor in a timely manner, the Expiration Date shall remain as defined in Article III, Section 2.A herein. For any month after the

initial month of the Advisory Support Coverage Services Period, the State may send an amended notice to Contractor for such month or any following months, so long as the State provides such amended notice to Contractor at least 30 days prior to such month.

3. Consideration. Total remuneration to be paid under this Contract ("Contract Value") shall be paid in accordance with Article III, Section 37 herein: (a) in two phases (i) during the performance of Implementation Services during the Implementation Period; and (ii) during the performance of Post Go-Live Support Services during the Post Go-Live Support Period, the aggregate of which shall not exceed twelve million nine hundred ninety-nine thousand nine hundred ninety-five dollars (**\$12,999,995.00**); and (b) in the event the State requests Contractor to provide one or more types of Optional Implementation Services pursuant to Article III, Section 2.B herein and this Section, during the Implementation Period or the Optional Implementation Period, the aggregate of which shall not exceed an additional one million one hundred forty-seven thousand five hundred twenty dollars (**\$1,147,520.00**), unless otherwise agreed in a duly executed Amendment.

A. Implementation Period. Unless otherwise amended by a duly executed Amendment, the total payment by the State to the Contractor for Implementation Services during the Implementation Period shall not exceed twelve million three hundred fifty thousand dollars (**\$12,350,000.00**), which shall be allocated, divided, and paid upon the completion of each Payment Point, and in corresponding amounts, identified in the Implementation and Payment Schedule attached hereto as **Exhibit A**.

B. Post Go-Live Support Period. Unless otherwise amended by a duly executed Amendment, the total payment by the State to the Contractor for Post Go-Live Support Services during the Post Go-Live Support Period shall not exceed six hundred forty-nine thousand nine hundred ninety-five dollars (**\$649,995.00**), which shall be paid upon the completion of each Payment Point, and in corresponding amounts, identified in the Implementation and Payment Schedule attached hereto as **Exhibit A**.

C. Optional Implementation Services. Unless otherwise amended by a duly executed Amendment, the total payment by the State to the Contractor for Optional Implementation Services shall be as follows:

- (a) For OCM Training Consultant Services during the Implementation Period, the total payment shall not exceed an additional four hundred thirty-one thousand two hundred dollars (**\$431,200.00**), if the State requests Contractor to provide OCM Training Consultant Services on or before the date seven months after the Effective Date. Such amount shall be paid upon the completion of each Payment Point, and in corresponding amounts, identified in the Optional Implementation Services Payment Schedule attached hereto as **Exhibit B**.
- (b) For OCM Change Management/Readiness Consultant Services during the Implementation Period, the total payment shall not exceed an additional five hundred sixty thousand five hundred sixty dollars (**\$560,560.00**), if the State requests Contractor to provide OCM Change Management/Readiness Consultant Services on or before the date four months after the Effective Date. Such amount shall be paid upon the completion of each Payment Point, and in corresponding amounts, identified in the Optional Implementation Services Payment Schedule attached hereto as **Exhibit B**.
- (c) For Advisory Support Coverage Services during the Advisory Support Coverage Services Period, the total payment shall not exceed an additional one hundred fifty-five thousand seven hundred sixty dollars (**\$155,760.00**), if the State requests Contractor to provide Advisory Support Coverage Services pursuant to Article III, Section 2.B herein. Such amount shall be paid upon the completion of each

Payment Point, and in corresponding amounts, identified in the Optional Implementation Services Payment Schedule attached hereto as **Exhibit B**; provided, that the amounts to be paid at each Payment Point shall be equal to the Hourly Rate times the amount of hours worked until the first Payment Point and thereafter from the preceding Payment Point until the next Payment Point, so long as the aggregate amount to be paid for Advisory Support Coverage Services shall not exceed one hundred fifty-five thousand seven hundred sixty dollars (**\$155,760.00**).

4. Access to Records. The Contractor and its Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all work performed and costs incurred under this Contract. The Contractor and its Subcontractors shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years following the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors and Subcontractors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one assignee.

5.1. Subcontractors. The Contractor shall be permitted to utilize subcontractors to perform portions of the Services (each, a "Subcontractor"), provided that the Subcontractor(s) is approved by the State and the Contractor maintains full responsibility and liability for the performance of such Subcontractor(s) in compliance with the terms of this Contract. The State reserves the right, but does not assume the obligation, to: (a) reject any proposed subcontract with any Subcontractor; (b) suggest modifications to any such proposed subcontract; and (c) object to the selection of any Subcontractor to perform any obligations or Services under this Contract. The Contractor remains fully responsible for all obligations, Services and functions performed by its Subcontractors to the same extent as if such obligations, Services and functions were performed by the Contractor directly, and for purposes of this Contract, such work will be deemed work performed by the Contractor.

5.1.1. Notice of Proposed Subcontractors. At least ten (10) days prior to entering into an agreement with a Subcontractor, the Contractor must provide the State with the following: (a) the identity of any proposed Subcontractor; (b) evidence reasonably satisfactory to the State regarding the proposed Subcontractor's ability to perform the subcontracted Services; and (c) a duly executed certificate from such Subcontractor.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or Services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all

necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. This Base Contract or any increase in costs or any reduction in the scope of Services to be provided by Contractor without a corresponding appropriate reduction in the cost of such reduced Services described herein or in **Exhibit A** or **Exhibit B** may only be amended, supplemented or modified by a formal Amendment to this Contract executed by both Parties and approved by the same approving State agencies to this Base Contract ("Amendment"). The Contractor shall make no claim for additional compensation not authorized in this Contract in the absence of a duly executed Amendment. **Exhibit C** may only be amended, supplemented or modified by a written document executed by the State Auditor and the Contractor (each, a "Contract Modification"). Any unauthorized changes in scope or other such additional or modified work performed by the Contractor shall be the responsibility of the Contractor "at risk" and the Contractor agrees to be responsible for any and all costs associated with any such unauthorized changes or additional work: (a) if no mutually signed Amendment, prior to such work, was executed by the Parties; and (b) if applicable, no mutually signed Contract Modification, prior to such work, was executed by State Auditor and the Contractor.

Notwithstanding the foregoing, the Parties recognize that proposed changes may occur which require resolution in a timely manner. Either Party may initiate an Amendment or Contract Modification by notifying the other Party, pursuant to Article III, Section 34 herein. Upon notification, State Auditor and Contractor agree to meet within five (5) business days to discuss the need for and basis of the proposed change. State Auditor and Contractor agree to reject or approve the change request within fifteen (15) business days of initial notification or as mutually agreed.

Amendments and Contract Modifications shall be effective as executed. With each duly executed Amendment, all Contract Modifications executed prior to such Amendment and after the immediately preceding Amendment, if any, shall be attached and incorporated into such Amendment to be executed by all State signatories. Notwithstanding the foregoing, such process shall not affect the enforceability of any such Contract Modification.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in this Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor shall refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its Principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially

required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor for work performed under this Contract. Additionally, further work or payments may be withheld, delayed, or denied and/or the State's performance may be suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any Amendment, Contract Modification or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to IDOA following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the Parties. Any payments that the State may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its Subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

- (1) The Contractor and any Principals of this Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of this Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any Principals of the Contractor certify that an affiliate or Principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or Principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All commitments and requirements, including, without limitation, all Services provided by the Contractor, under this Contract must be performed in material compliance with all Acceptance Criteria and Performance Standards, as determined at the discretion of the State, and in accordance with all applicable federal, State, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in a manner that the Contractor knew

or reasonably should have known violates any federal, State or local statute, ordinance, rule or regulation.

12. Confidentiality.

A. The Parties understand and agree that data, materials, and information disclosed to each other may contain confidential and protected information. The Parties covenant that data, material, and information disclosed to the other Party for the purpose of this Contract or based upon such data will not be disclosed to or discussed with third parties without the prior written consent of the disclosing Party. The Contractor, however, acknowledges and agrees that any disclosures of its proprietary information that the Contractor makes under this Contract are subject to APRA.

B. The receiving Party agrees to protect the confidential information of the disclosing Party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care and in each case, subject to APRA. Access to confidential information will be restricted to Contractor and State personnel (including such personnel employed by their affiliates) and Subcontractors engaged in the performance, management, receipt or use pursuant to the Parties' rights and obligations under this Contract, provided such Parties are bound by substantially similar, but no less restrictive, obligations of confidentiality. Contractor may retain and use information relevant to its business purposes (including to provide or enhance its Services) so long as its use of such information is in an aggregated and anonymized or pseudonymized manner. Nothing in this Contract will prohibit or limit either Party's use of information, as established by documentation, (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of confidential information, (iii) acquired by it from a third party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Contract.

C. The Parties acknowledge that the Services to be performed by the Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenants made above in this Section and in Article III, Section 50 herein, and pursuant to 10 IAC 5-3-1(4), the Contractor (and its Subcontractors) and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by the Contractor or its Subcontractors, as a result of a breach of agreed upon security controls, the Contractor agrees to reimburse the State for the cost of the notice of disclosure of a breach, if such notice is required by law, in addition to any other claims, rights, remedies, damages and expenses for which it is liable under the terms of this Contract.

13. Continuity of Services.

A. The Contractor recognizes that the Services to be performed under this Contract are vital to the State and must be continued without interruption and that, upon termination or expiration of this Contract, a successor, either the State or another contractor, may continue them. As such, the Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice ("Transition Assistance Notice"):

1. Furnish Transition Assistance Services for up to sixty (60) days after this Contract expires or is terminated ("Transition Assistance Period"); and
2. Negotiate in good faith a plan with the State and the State's chosen successor, if any, to establish the nature and extent of phase-in, phase-out services required ("Transition Plan"). The Transition Plan shall: (i) specify the respective tasks to be performed by the Contractor and the State, or its chosen successor, if any, in connection with the transition and migration of Services; (ii) specify a training program and a date for transferring responsibilities for each division of work described in the Transition Plan; (iii) establish a schedule pursuant to which such phase-in, phase-out Services are to be completed (the Services set forth in clauses (i) – (iii) above constitute the "Transition Assistance Services"); and (iv) identify the cost related to the Transition Assistance Services to be provided.

C. Except as agreed otherwise in the Transition Plan, the Services provided during the Transition Assistance Period shall be according to the same Performance Standards as when the Services were provided during the Term of this Contract.

D. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the Services required by this Contract. The Contractor also shall disclose necessary and appropriate personnel records as reasonably agreed to by the Parties and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreed date and negotiate transfer of their earned fringe benefits to the successor.

E. The Contractor shall be reimbursed for all Transition Assistance Services at the Contractor's agreed hourly rates (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and paid pursuant to the terms of the Transition Plan and Article III, Section 37 herein.

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its Principals nor any of its Subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "Principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all Subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred Subcontractor. The Contractor shall immediately notify the State if any Subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the Subcontractor for work to be performed under this Contract.

15. Default by State. Subject to the dispute resolution provisions of Article III, Section 16 herein, if the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately and in good faith to resolve such disputes informally and in the normal course of business, prior to invoking any formal remedy or proceeding. Time is of the essence in the resolution of disputes. Unless otherwise specified in the SOW, the Accenture Senior Project Manager and Deputy Auditor of State will handle informal disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract while the dispute is being resolved, except to the extent performance is prevented by the State or the issue in dispute precludes performance. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the Parties are unable to resolve a Contract dispute between them within thirty (30) days after good faith attempts to do so, a dissatisfied Party shall submit the dispute to the IDOA Commissioner for resolution. The dissatisfied Party shall give written notice to the IDOA Commissioner and the other Party. The notice shall include: (1) a description of the disputed issues; (2) the efforts made to resolve the dispute; and (3) a proposed resolution. The IDOA Commissioner shall promptly issue a notice setting out documents and materials to be submitted to the IDOA Commissioner in order to resolve the dispute; such notice may also afford the Parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the IDOA Commissioner shall issue a written decision and furnish it to both Parties. The IDOA Commissioner's decision shall be the final and conclusive administrative decision unless either Party serves on the IDOA Commissioner and the other Party, within ten (10) business days after receipt of the IDOA Commissioner's decision, a written request for reconsideration and modification of the written decision. If the IDOA Commissioner does not modify the written decision within thirty (30) business days, either Party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction – provided however, the Parties agree to provide thirty (30) days' notice to the other prior to filing a lawsuit. If the Parties accept the IDOA Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The State's withholding of payment of disputed charges, however, will not be considered to prevent the Contractor from performing. The unintentional nonpayment or delayed payment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, nor will it be considered to prevent the Contractor from performing.

E. With the written approval of the IDOA Commissioner, the Parties may agree to forego the process described in subdivision C relating to submission of the dispute to the Commissioner.

F. This Section shall not be construed to limit either Party's right to terminate this Contract. Nor shall it be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the State should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or

an employee of the Contractor in the State, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- (a) Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (d) Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- (e) Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- (a) The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- (b) The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (c) The Contractor shall require his/her/its Subcontractors, who perform work under this Contract, to certify to the Contractor that the Subcontractor does not knowingly employ or contract with an unauthorized alien and that the Subcontractor has

enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a Subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Party and shall do everything reasonably possible to resume performance despite the Force Majeure Event. Upon receipt of such notice, all obligations affected by such Majeure Event under this Contract shall be immediately suspended, but only to the extent and for the time so affected and so long as the Party continues to use commercially best efforts to recommence performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law and Venue. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification.

A. Contractor agrees to indemnify, defend, and hold harmless the State and its officials, officers, employees, agents and representatives (collectively the "Indemnified Parties"), from and against any and all third party claims, demands, allegations, lawsuits, judgments, damages, costs, fees, fines, and penalties of any kind (including interest thereon and court costs) (collectively "Indemnification Claims"): (a) caused by or resulting from any negligent or wrongful act or omission, or breach of this Contract, by Contractor and/or its Subcontractors; or (b) any contention that any Deliverable provided pursuant to this Contract, (i) infringes on a third party's copyright, trademark or U.S. patent existing as of the date of delivery of such Deliverable or (ii) misappropriates a third party's trade secrets. The State shall not provide such indemnification to the Contractor.

B. Contractor will have no liability, however, to the extent any alleged infringement or misappropriation was caused by: (a) modifications to any Deliverable (made by or at the direction

of the State); (b) use of the Deliverable in combination with any hardware, software or other products or services where such combination was not within the reasonable contemplation of the Parties and where the combination was the cause of the infringement; (c) the failure of an Indemnified Party to use corrections or enhancements to the Deliverable provided by the Contractor, to the extent such corrections or enhancements would have eliminated the alleged infringement or misappropriation; or (d) use of the Deliverable in a manner that was not authorized under this Contract. If any Deliverable is, or in the State's opinion is likely to be, held to be infringing, Contractor will at its expense and option either (i) procure the right for the State to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) direct the return of the Deliverable and refund to the State any fees paid for such Deliverable.

C. To receive the benefits of this Section, the Indemnified Party must promptly notify the Contractor in writing of any Indemnification Claims and provide the Contractor reasonable cooperation and full authority to defend or settle the same; provided that such settlement does not adversely affect the State's rights hereunder, impose any obligations on the State in addition to those set forth in this Contract, or impose any obligation (monetary or otherwise) on the Indemnified Party without its consent. If the Contractor does not assume the defense of any such Indemnification Claims, the State may defend against such Indemnification Claims in such manner as it may deem appropriate and the State may settle such Indemnification Claims on such terms as it may deem appropriate, and the Contractor shall promptly reimburse the State for the amount of all costs incurred by the State in connection with the defense against and/or settlement of such Indemnification Claims.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the Parties. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Term must be approved by the IVOSB Division and may require an Amendment to this Contract. It is the State's expectation that the Contractor will meet the Subcontractor commitments during the Term. The following certified IVOSB Subcontractor(s) will be participating in this Contract:

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
	Esorce Resources			3.7%

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Term:
See Attachment A1 Indiana Veteran Owned Small Business RFP Subcontractor Commitment Form included in Exhibit D.

A copy of each Subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the Effective Date of this Contract. The Subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room

W-478, Indianapolis, IN 46204. Failure to provide a copy of any Subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB Subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify Subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified Subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of this Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or Services, the Contractor represents, warrants and agrees that any such products or Services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>, which is hereby incorporated herein by reference. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract. Subcontractors shall retain such insurance Contractor deems appropriate.

- (1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$2,000,000 per occurrence and \$4,000,000 in the annual aggregate, unless additional coverage is required by the State, subject to negotiation and mutual agreement. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
- (2) Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$3,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
- (3) Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
- (4) Surety or Fidelity Bond(s) if required by statute or by the agency.
- (5) Professional Liability Insurance. The Contractor shall maintain insurance to cover Contractor's liability in the performance of Services under the contract for:
(a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and, (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e). The

Contractor is required to carry the following limits: \$10,000,000 – per claim or event and \$10,000,000 – annual aggregate.

- (6) The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the Services provided under this Contract involve work outside of Indiana. The State shall be named as an additional insured under such Umbrella/Excess Liability insurance and such insurance shall apply before and not contribute with any separate insurance maintained by the State, regardless whether that insurance is primary or umbrella/excess.
- (7) Umbrella Policy. Umbrella/Excess Liability insurance with limits of \$20,000,000 per occurrence and in the aggregate excess of the required General Liability and Automobile Liability insurance.

B. The Contractor's insurance coverage must meet the following additional requirements:

- (1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- (3) The duty to indemnify the State under this Contract shall not be limited or expanded by the insurance required in this Contract.
- (4) Contractor agrees that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
- (5) The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana, except for its Professional Liability policy.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

A. Key Contractor positions and Key Personnel to this Contract are identified in **Exhibit C**, SOW, each of which and whom are approved as of the Effective Date. The Parties agree that should such individual(s) leave their employment, other than due to the fault of or at the direction of the Contractor, during the Term of this Contract for whatever reason, the State shall have the right to terminate this Contract for convenience pursuant to Article III, Section 45 herein. If the State elects not to terminate this Contract for convenience, then the Contractor shall replace such individual to the State's satisfaction within thirty (30) days of the date such individual left the employment of the Contractor, or another mutually agreed upon timeframe. In the event that the Contractor fails to replace such key personnel within (30) days or mutually agreed upon timeframe, the State shall have the right to terminate this Contract for cause.

B. Upon request by the State, Contractor shall provide the State a resume and other information about the replacement individual as reasonably requested by the State, and an opportunity to interview the individual prior to the effective date of the assignment to the HCM-

Payroll Modernization Project. If the State in good faith objects to the proposed assignment, the Parties will attempt to resolve the State’s concerns on a mutually agreeable basis. If the Parties have not been able to resolve the State’s concerns within five (5) business days following the State’s objection, Contractor may not assign the individual to that position and must propose the assignment of another suitably qualified individual.

C. Nothing in subsection A shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the Key Personnel. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall at all times, remain responsible for the performance of all necessary tasks, whether performed by Key Personnel or others.

30. Licensing Standards. The Contractor, its employees and Subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing Services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any Services performed when the Contractor, its employees or Subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger and Modification. This Contract constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by the Parties pursuant to Article III, Section 9 herein.

32. Minority and Women’s Business Enterprises Compliance. Award of this Contract was based, in part, on the Minority and/or Women’s Business Enterprise (“MBE” and/or “WBE”) participation plan as detailed in the Minority and Women’s Business Enterprises Subcontractor Commitment Form, attached to the RFP as Attachment A. Therefore, any changes to this information during the Term must be approved by MWBE Compliance and may require an Amendment to this Contract. It is the State’s expectation that the Contractor will meet the Subcontractor commitments during the Term.

The following Division certified MBE and/or WBE Subcontractors will be participating in this Contract:

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
(1)	Sondhi Solutions, LLC			4.1%
(2)	aFit Staffing, Inc.			8.5%
(3)	Bucher + Christian Consulting, Inc. (a/k/a BCforward)			4.0%
			PERCENTAGE TOTAL	16.6%

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Term:

See Attachment A, Minority & Women’s Business Enterprises RFP Subcontractor Commitment Form included in Exhibit D.

A copy of each Subcontractor agreement must be submitted to the Division within thirty (30) days of the Effective Date of this Contract. The Subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any Subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable

under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified Subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify Subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified Subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of this Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of Services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any Subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any Subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Other than as provided in Article III, Section 50 herein, any notice, statement or other communication required under this Contract shall be in writing and delivered (a) personally, (b) by first class mail, (c) via an established courier/delivery service, or (d) by email with confirmation of receipt (with the original promptly sent in accordance with clauses (a) - (c) above). The effective date of any notice hereunder shall be the date of receipt by the receiving Party.

A. Notice to the State shall be sent to:

Staci Schneider
Chief of Staff & Deputy Auditor
Office of State Auditor Tera Klutz
200 W. Washington Street Suite 240
Indianapolis, IN 46204
sschneider@auditor.IN.gov

B. Notice to the Contractor shall be sent to:

Amit Mehta, Managing Director
Accenture LLP
201 N. Illinois Street, 16th Floor, South Tower
Indianapolis, IN 46204
amit.x.mehta@accenture.com

35. Order of Precedence; Incorporation by Reference. In the event of any uncertainties regarding the interpretation of any particular provision or term used in this Contract, or in the event of any ambiguity, vagueness or inconsistency, such provisions and terms shall be read in a manner consistent with, and with a view toward achieving, HCM-Payroll Modernization Project Goals and Objectives described herein. Questions concerning the interpretation of any term or provision of this Contract shall be resolved by giving precedence in the following order, including as amended or modified per Article III, Section 9 herein:

- (1) Terms of this Base Contract, including Appendix 1 hereto;
- (2) Implementation and Payment Schedule (**Exhibit A**);
- (3) Optional Implementation Services Payment Schedule (**Exhibit B**);
- (4) Statement of Work (**Exhibit C**);
- (5) Contractor's RFP Response (**Exhibit D**); and
- (6) State's RFP# 19-105 (**Exhibit E**).

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to Contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the Services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the State Auditor. No payments will be made in advance of receipt of the goods or Services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. The Parties agree that if the Contractor is contracted to perform maintenance of equipment and/or software, and is paid in advance pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the agreed schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Interpretation of Laws for Implementation into the Solution. The Contractor will inform the State if it knows that proposed requirements violate any federal, State or local statute, ordinance, rule or regulation. However, the Contractor is not required or obligated to interpret how any law, ordinance, statute or regulation is or should be implemented into the system.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract, unless such invalidation materially alters the bargain.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when performed according to its terms and conditions and any written Amendments or Contract Modifications.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of Services shall be effected by delivery to the Contractor of a termination notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The Contractor shall be compensated for undisputed Services properly performed prior to the effective date of termination. The State will not be liable for Services performed after the effective date of termination (other than for phase-out services, Transition Assistance Services and/or any other Services requested and contracted by the State). The Contractor shall be compensated for Services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this Section, the Parties stipulate and agree that IDOA shall be deemed to be a Party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. The State may terminate this Contract, in whole or in part, for cause in any of the following circumstances:

- (1) A breach by the Contractor of this Contract occurs, which is material considering this Contract as a whole, and which cannot reasonably be cured by the Contractor within thirty (30) days after delivery of a termination notice;

- (2) A breach by the Contractor of this Contract occurs, which is material considering this Contract as a whole, and which can reasonably be cured by the Contractor within thirty (30) days, but which has not been cured within thirty (30) days of receiving a notice of breach; provided however, the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines that progress is being made and the extension is agreed to by the Parties; or
- (3) A series of breaches of the Contractor's obligations occurs, none of which individually constitutes a material breach of this Contract, but which, in view of the Contractor's history of breaches, whether or not cured, collectively constitute a breach of this Contract, which is material when considering this Contract as a whole.

B. A material breach of this Contract by the Contractor will have occurred, if:

- (1) The Contractor fails to: (a) make progress so as to endanger the completion of Implementation Services or the HCM-Payroll Modernization Project; (b) materially perform any of the Services, terms, commitments, obligations, or requirements of this Contract to related timelines or Performance Standards or to the State's reasonable satisfaction; or (c) satisfy and comply with all representations and warranties herein; or (d) complete the Implementation Services by the expiration of the Implementation Period. Notwithstanding the foregoing, delays caused by the State, State contractors or circumstances not caused by Contractor, shall not result in a material breach.
- (2) Any certification, representation or warranty in this Contract made by the Contractor or any certificate, schedule, report, instrument or other document delivered by or on behalf of the Contractor to the State pursuant to this Contract is false, misleading or inaccurate in any material respect when made or omits material information when made;
- (3) The Contractor: (a) commences a voluntary case seeking: (i) liquidation, reorganization or other relief with respect to itself or its debts under any U.S. or foreign bankruptcy, insolvency or other similar law now or hereafter in effect; or (ii) the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; (b) becomes insolvent, or generally does not pay its debts as they become due; (c) admits in writing its inability to pay its debts; (d) makes an assignment for the benefit of creditors; or (e) takes any action to authorize any of the foregoing; or
- (4) An involuntary case is commenced against the Contractor: (a) seeking liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to the Contractor or the Contractor's debts under any U.S. or foreign bankruptcy, insolvency or other similar law now or hereafter in effect; (b) seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Contractor or any substantial part of the Contractor's assets; (c) seeking the issuance of a writ of attachment, execution or similar process; or (d) seeking like relief; and, in any such case, such involuntary case shall not be contested by the Contractor in good faith or shall remain undismissed and unstayed for a period of 60 days.

C. If the State terminates this Contract in whole or in part, but the State wants to use the services provided by any Subcontractor of the Contractor for the provision of any Services under this Contract or the terminated portion thereof, as applicable, the Contractor shall assign any or all of the contracts it has entered into with such Subcontractor to the State with respect to this Contract or the terminated portion thereof, as applicable. To the extent any money remains owed by the Contractor to such Subcontractor upon or after such assignment and the State pays such

amount to the Subcontractor, the State may deduct such payment from any amount owed to the Contractor under this Contract

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically agreed to and permitted under the SOW. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

48. Waiver of Rights. No right conferred on either Party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the Party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the Services furnished under this Contract.

49. Performance Standards, Representations and Warranties of Contractor. The State retains all final decision-making power, rights, discretion, and authority under the Contract in the evaluation and acceptance/approval of Contractor's performance. The Contractor represents, warrants and covenants to the State that:

- (a) The Contractor has full right, power and authority to enter into this Contract and to perform its obligations under this Contract.
- (b) The Contractor's execution, delivery and performance of this Contract and the performance or provision of Services, and delivery of the portions thereof (including all Contractor's portion of the Work and Deliverables), to the State shall be materially in accordance with the terms and conditions of this Contract, including meeting the description, features, Performance Standards, timelines, specifications and mutually agreed upon Acceptance Criteria to the State's reasonable satisfaction.
- (c) The Contractor shall diligently and timely provide the Services in a professional and workmanlike manner in accordance with the highest professional and technical guidelines and industry best practices. The Contractor's personnel and Subcontractors shall have the necessary experience, qualifications, knowledge, competency and skillset to perform the Services pursuant to this Contract, and if such Services, or any Deliverable, are to be provided as an article or good, such article or good will be free from material defects in material and workmanship, of merchantable quality and suitable to the State's intended uses and purposes to the extent that such uses and purposes are known or reasonably should be known to the Contractor.
- (d) Parties will assign adequate staffing and employ appropriate productivity standards to meet Service obligations and deadlines. The State will regularly review Contractor's performance and Contractor shall meet with State personnel as frequently as the State or Contractor deems necessary to review performance and compliance. The State shall have the right to review, evaluate and/or test, as applicable, any Deliverable provided by Contractor to determine whether such Deliverable conforms to this Contract in all material respects, including in accordance with the mutually agreed upon Acceptance Criteria.

- (e) The Contractor's execution, delivery and performance of this Contract, and the performance or provision of Services hereunder shall not violate or infringe upon the rights of any third party or conflict with or violate any agreement the Contractor has or will have with any third party.
- (f) The Contractor shall provide to the State all reports and information required to be prepared by the Contractor under this Contract in a timely, complete, and accurate manner.
- (g) None of the Services, nor any portion thereof, infringes, misappropriates or violates any patent, copyright, trademark, trade secret, database, or other intellectual property right or right of publicity or privacy or other proprietary rights of any third party, and the Contractor has all rights and licenses necessary to (i) perform the Services, (ii) permit the Contractor to grant to the State all licenses granted herein, and (iii) obtain, develop and deliver all products provided to the State pursuant to this Contract.
- (h) Contractor will re-perform any Deliverable not materially in compliance with this Contract if requested by the State at its option as described in the SOW during the term of the Contract. THE WARRANTIES CONCERNING THE SERVICES, ANY DELIVERABLES OR MATERIALS, CONTAINED IN THIS CONTRACT, INCLUDING THIS SECTION 49, ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS.

If the State becomes reasonably dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may, in addition to all other rights and remedies, request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. Data Safeguards for Client Data.

A. Protection of State Auditor and State Personnel Information and Systems.

Contractor will implement administrative, technical, and physical safeguards to ensure the security, privacy, confidentiality, integrity, and availability of State Auditor and State Personnel information it receives, possesses, accesses or controls in the performance of this Contract. Whether State Auditor and/or State Personnel information is stored on, processed on, or transmitted by State systems, Contractor systems, or Subcontractor systems, Contractor and its Subcontractors will use information security controls to: (1) protect any and all State Auditor and State Personnel information that Contractor has access to while performing its obligations under this Contract; and (2) protect Contractor systems, and its Subcontractor systems, on which State Auditor and State Personnel information is stored, processed, or transmitted.

B. Access to State Systems. Only approved employees of Contractor and its Subcontractors will be allowed to access State systems. Such approval will be at the State's sole discretion, may be limited in scope, and may include periodic background checks (performed by Contractor, the results of which shall be submitted to the State Auditor) for requested or approved employees. Contractor shall notify the State Auditor each time, and prior to, an approved employee of the Contractor or one of its Subcontractors leaves employment, is terminated, or is reassigned to duties that no longer involve access to State systems. If notice cannot be provided due to extenuating circumstances prior to such departure, termination or reassignment, such notice shall be provided to the State Auditor immediately, and in no event more than two (2) hours of such departure, termination, or reassignment. No employee of Contractor or any Subcontractor will be permitted access to Personal Information until he/she is approved by the State Auditor, has completed all required forms and has executed required agreements for such access.

C. Continuing Compliance. Contractor's access to State Auditor and State Personnel information and/or State systems, including, but not limited to, State employee information, is subject to Contractor's continued compliance with this Contract. The State may immediately, automatically, and unconditionally revoke Contractor or any of its employees' or Subcontractor's access and all links and interfaces to State Auditor and State Personnel information and/or State systems for any reason.

D. Minimum Information Security Controls. All employees of Contractor will use only State provided equipment and systems for all Services and communication required under this Contract. Contractor will adhere to all State requirements, policies, and standards. No State Auditor or State Personnel data will ever leave the State network. Contractor shall be liable for all costs related to violations of this Section or any negligence or intentional misuse by any of Contractor's employees or Subcontractors with access to State equipment or systems.

E. Required Workstation Controls. State issued laptop controls must: (i) Include disable USB write capability; (ii) Utilize policy-enforced Transport Layer Security (TLS) or equivalent method to limit external domain email capability to those domains necessary to perform services or leverage tools (e.g. Data Loss Prevention (DLP), etc.) to monitor email traffic to external domains; (iii) Limit internet access to prevent access to websites and categories explicitly denied by the State (blacklisted web filtering); and (iv) Maintain log of Production Access (who, when, etc.).

F. Disclosure of Personal Information. Except as authorized by the State or permitted by law, Contractor and its Subcontractors shall not knowingly, intentionally, or negligently disclose or otherwise make available or allow unauthorized access to any third-party any Personal Information obtained by the State. For purposes of this Section, the following definition applies:

"Disclose" shall mean to engage in a practice or conduct to make available and make known Personal Information to another person by any means of communication.

G. Confidentiality of Information: Contractor shall comply will all requirements of IOT's Information Security Framework ("Security Policy") concerning the protection of all Personal Information. Contractor will ensure that all employees and Subcontractors with access to State systems and/or Personal Information understand all security policies, standards and requirements and that access to and/or use of State systems and/or Personal Information is limited to only those employees whose access to and/or use of such information, is essential to Contractor's or its Subcontractor's obligations and performance under this Contract.

H. Information Retention and Disposal. Contractor is NOT AUTHORIZED to resell or re-disclose Personal Information pursuant to this Contract. Thus, Contractor shall either securely return or destroy any Personal Information in a commercially reasonable manner and provide to the State Auditor a certificate of destruction upon termination or expiration of this Contract.

Upon termination or expiration of this Contract, Contractor will shred paper copies of Personal Information and will destroy electronic copies in a confidential manner so that they are no longer usable, readable, or decipherable, and the information on them is not retrievable. If Personal Information is stored in a data format proprietary to the Contractor, the Contractor shall provide the State Auditor with a copy of the Personal Information in a standardized format (e.g. PDF, TIF, JPG, GIF, etc.).

Further, the Contractor will ensure that its Subcontractors promptly and securely return or destroy any Personal Information upon termination of this Contract or its subcontract.

Nothing in this Contract will prevent Contractor from maintaining information still subject to confidentiality obligations as required by law or any regulatory authority to which Contractor is subject.

I. **Data Breaches.** In the event of a breach or loss, or suspected breach or loss, of Personal Information, Contractor shall immediately, but in no event more than forty-eight (48) hours of becoming aware of the incident, notify the State pursuant to the procedures outlined in the Security Policy. Contractor shall also notify one of the following State representatives by direct telephone contact immediately, but in no event more than one (1) hour, of becoming aware of the incident, followed by confirming email, using the following contact information:

(a) Bryan Sacks
Chief Information Security Officer
Indiana Office of Technology
(317) 234-3872
bsacks@iot.in.gov

(b) Hemant Jain
Director, Security Operations
Indiana Office of Technology
(317) 232-8376
hjain@iot.in.gov

Additionally, Contractor shall provide notice to the State's incident response team at ISIRT@iot.IN.gov.

Contractor acknowledges that Personal Information includes highly-restricted and highly sensitive, private information and that time is of the essence in reporting a breach or loss, or suspected breach or loss, of Personal Information of any kind. Upon receipt of the Personal Information Disclosure Report, the State will review, investigate and make any necessary reports to the appropriate State and/or federal agencies.

I. **Damages, Penalties and Costs not Subject to the Limitations of Liability set forth under Article III, Section 54 Herein.** Any damages, penalties, costs, or Indemnification Claims caused by Contractor's breach of its data safeguard obligations outlined in this Section 50, shall not be included within, and shall be added to the limitations of liability provided in Article III, Section 54 herein. In such case, Contractor's liability for damages directly attributable to Contractor's breach, except to the extent caused by willful or intentional misconduct, shall not exceed the direct damages for the total of the Contract Value plus twenty million dollars (\$20,000,000). Direct damages for Contractor's breach of this Section 50, shall include, but is not limited to, to those damages described in Article III, Section 54 herein and: (a) the reasonable cost of providing any legally required notices that must be provided by Contractor to third parties as a result of a breach of its obligations under Article III, Section 12 herein and this Section; (b) the reasonable cost of providing individuals affected by the unauthorized acquisition and/or misuse of Personal Information with credit monitoring services designed to protect against potential fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months; (c) reasonable call center support for such affected individuals for a specific period not to exceed thirty (30) calendar days; (d) reasonable fees associated with computer forensic work required for security incident investigations; and (e) any judgments, settlements or other costs of litigation resulting from third parties suing the State or the State Auditor as a result of breaches of this Section by Contractor.

51. License. Notwithstanding Article III, Section 36 herein, for Deliverables containing Contractor's Pre-existing IP, Contractor grants to the State a perpetual, nontransferable, non-exclusive paid-up right and license under Contractor's intellectual property rights to use, copy,

modify and prepare derivative works for purposes of the State's internal business only. Contractor shall have and/or retain all other right, title and interest in such Deliverables.

Provided, however, if the State terminates this Contract for convenience in full pursuant to Section 45, such license, as it relates specifically and only to AESG, Accenture Delivery Method for PeopleSoft Upgrade, and Contractor's PeopleSoft Upgrade Toolkit, shall terminate on the effective date of termination. In such case, Contractor shall make available to the State and the State may elect, at its option, to purchase a license of like-kind from Contractor at the reasonable, market price—i.e., on terms no less favorable than that which AESG, Accenture Delivery Method for PeopleSoft Upgrade and Contractor's PeopleSoft Upgrade Toolkit are offered by Contractor generally to other public entity purchasers or licensees. All other licenses granted pursuant to this Section 51 shall remain in full force and effect after such termination for convenience.

52. Communications and Announcements. Contractor shall not make any press release, public announcement, advertisement, promotional material or other form of publicity whatsoever concerning or referring to the State or the existence or subject matter of this Contract without the prior written approval of the State. The foregoing provisions relating to communications and announcements shall continue to apply after termination.

53. State Use of Additional Contractors and Consultants. The State may award supplemental contracts to third party vendors for work related to this Agreement. The State reserves the right to award contracts for such supplemental work at its sole discretion and to third party vendors of its choosing. Contractor agrees to act in good faith, to cooperate fully and to work with the third party vendors as requested by the State. The State will cooperate with Contractor and use reasonable efforts to ensure that the State's third party vendors cooperate with Contractor as reasonably required in connection with the delivery of Services.

Such third party vendors may include:

- (a) Third-party programming and IT staff, whose primary responsibility may be to provide technical support services, including conversion, programming, database administration, hardware management, network administration or disaster recovery planning; and/or
- (b) Third-party vendors performing IV&V responsibilities, including verifying that the Solution is being followed, that Contractor is meeting Performance Standards, and that the Solution is proceeding according to the agreed schedule. IV&V vendors shall take direction from, report to, and answer only to the State and shall engage in activities reasonably necessary to perform IV&V services, including review of Solution Materials, monitoring technical compliance and performance, conducting interviews with Contractor staff, and observing work performed on the Solution such as meetings, testing, or training. Contractor understands that any IV&V vendor hired by the State will make specific inquiries of Contractor for information relating to this Contract and the Services. Contractor understands that as part of the IV&V vendor's oversight, the IV&V vendor may request, and, if requested, Contractor will provide responsive, true, and accurate information.

54. Limitations of Liability. Except to the extent based on the State's claim for Indemnification under Article III, Section 24 herein and as otherwise provided under Article III, Section 50 herein, the Parties agree that: (a) neither the Contractor nor the State shall be liable to each other for consequential, incidental, indirect, punitive damages, or special damages, including but not limited to lost profits; and (b) for any cause of action that arises under this Contract, regardless of when it was discovered, such damages shall not exceed the Contract Value.

Pursuant to the preceding paragraph, the Parties may pursue any equitable remedies and/or expectation/direct damages resulting from a material breach of this Contract. For the State, expectation and/or direct damages shall include, but are not limited to: (a) the costs incurred by the State during the Term that resulted from the Contractor's failed performance; (b) the costs to bring the Services and HCM-Payroll Modernization Project into compliance with the Contract; and (c) the costs to transition to a newly-managed (if applicable) and compliant Solution. Such direct/expectation damages include, but are not limited to, Reprocurement Costs.

"Reprocurement Costs" shall include: the reasonable costs and expenses incurred by the State to bring the applicable terminated Services in-house or to procure Services similar to the applicable terminated Services from an alternate source to the extent such costs and expenses would not have otherwise been incurred by the State but for the termination, including: (a) the cost differential between the fees paid under this Contract and the replacement costs of such Services or Solution from another contractor, (b) administrative costs and expenses reasonably necessary to replace the applicable terminated portion of this Contract, including the costs and expenses of staff time and costs and expenses of external advisors, consultants and attorneys to assist with such procurement, and (c) other reasonable costs necessary to such procurement or in-sourcing.

54.1. Liquidated Damages. In the event of a delay in the completion of any Deliverable that is caused by Contractor during the Implementation Period, as determined by a root cause analysis, Contractor shall pay to the State \$100,000 per month in Liquidated Damages until the delay is cured. At its sole option and discretion, the State may deduct Liquidated Damages from any amount due or that become due under this Contract, or if such amounts due are insufficient, the Contractor shall pay to the State any deficiencies in such amounts due within thirty (30) calendar days of written notice by the State.

The parties agree that the nature of the Services to be provided under this Contract are such that damages for breach for a delay during the Implementation Period would be uncertain and difficult to ascertain. The Liquidated Damages described herein are an agreed estimate of the probable actual damages that will be suffered by the State in the event of any such delay in the performance of Implementation Services during the Implementation Period.

The parties further agree that the remedies provided in this subsection 54.1 are non-exclusive and do not preclude the State from pursuing any other rights and remedies at law or in equity, including as it relates to the State's right to declare breach under the terms of this Contract, to terminate this Contract pursuant to Article III, Section 46 herein, or to pursue damages described in Article III, Sections 50 and 54 herein.

55. Guarantee. As an inducement to the State entering into this Contract, Accenture plc, the sole owner of the Contractor and a company organized and existing under the laws of Ireland with a registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland, has provided its performance guarantee, effective as of the Effective Date, in favor of the State (the "Guarantee"), pursuant to which Accenture plc absolutely, unconditionally and irrevocably guarantees to the State the prompt and complete performance and payment when due by the Contractor of the obligations owed to the State under this Contract, as further provided in the Guarantee, and as referenced in Annexure A of the Guarantee.

56. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the *2018 OAG/IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- (a) Recitals (Added)
- (b) Article I: Definitions (Added)
- (c) Article II: Contract Scope, Goals, Objectives and Intent (Added)

- (d) Article III: Performance Terms and Conditions (the following sections therein)
 - 1. Duties of Contractor
 - 2. Term
 - 3. Consideration
 - 4. Access to Records
 - 5. Assignment; Successors and Subcontractors
 - 6. Assignment of Antitrust Claims
 - 9. Changes in Work
 - 10. Compliance with Laws
 - 11. Condition of Payment
 - 12. Confidentiality
 - 13. Continuity of Services
 - 14. Debarment and Suspension
 - 15. Default by State
 - 16. Disputes
 - 17. Drug-Free Workplace Certification
 - 18. Employment Eligibility Verification
 - 20. Force Majeure
 - 22. Governing Law and Venue
 - 24. Indemnification
 - 26. Indiana Veteran Owned Small Business Enterprise Compliance
 - 27. Information Technology Enterprise Architecture Requirements
 - 28. Insurance
 - 29. Key Person(s)
 - 30. Licensing Standards
 - 31. Merger & Modification
 - 32. Minority and Women's Business Enterprise Compliance
 - 33. Nondiscrimination
 - 34. Notice to Parties
 - 35. Order of Precedence; Incorporation by Reference
 - 36. Ownership of Documents and Materials
 - 37. Payments
 - 39. Progress Reports
 - 40. Public Record
 - 41. Renewal Option
 - 42. Severability
 - 43. Substantial Performance
 - 44. Taxes
 - 45. Termination for Convenience
 - 46. Termination for Default
 - 47. Travel
 - 48. Waiver of Rights
 - 49. Performance Standards, Representations and Warranties of Contractor
 - 50. Data Standards for Client Data (Added)
 - 51. License (Added)
 - 52. Communications and Announcements (Added)
 - 53. State Use of Additional Contractors and Consultants (Added)
 - 54. Limitations of Liability (Added)
 - 55. Guarantee (Added)
- (e) Appendix 1 hereto (Added)

Non-Collusion and Acceptance

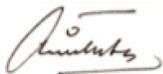
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

ACCENTURE LLP
 By: 
 Title: Managing Director
 Date: March 27th 2020

Auditor of State
 By:
 Title:
 Date:

Electronically Approved by: Indiana Office of Technology By: _____ (for) Dewand Neely, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General

APPENDIX 1

GLOSSARY OF TERMS

As used in this Contract, the following words and phrases shall have the following meanings, with grammatical variations thereof having corresponding meanings (ie, the singular shall be interpreted as including the plural and vice versa, unless the context clearly indicates otherwise).

1. “Accenture” means, Accenture LLP, an Illinois limited liability partnership and wholly owned subsidiary of Accenture plc.
2. “Accenture Delivery Method”, “Accenture Delivery Method for PeopleSoft Upgrade”, or “ADM for PeopleSoft Upgrade” means Accenture’s proprietary delivery methodology that will be used by Accenture and the State in completing the HCM-Payroll Modernization Project and accomplishing the HCM-Payroll Modernization Goals and Objectives.
3. “Accenture Senior Project Manager” has the meaning ascribed to the term “Accenture Sr. Project Manager” in the SOW.
4. “Acceptance” means the final approval of a Deliverable occurring upon the successful completion of review and Acceptance as further described in Section 1.10 of the SOW.
5. “Acceptance Criteria” means the Acceptance Criteria set forth in Section 1.10 of the SOW.
6. “Acceptance Criteria Document” has the meaning ascribed to such term in Section 1.10 of the SOW.
7. “Advisory Support Coverage Services” or “Advisory Support Coverage” means one of the three types of Optional Implementation Services, as described in Section 1.9 of the SOW, which is to be provided by Contractor at the option of the State after the Post Go-Live Support Period.
8. “Advisory Support Coverage Services Option” has the meaning ascribed to such term in Article III, Section 2.B herein.
9. “Advisory Support Coverage Services Period” has the meaning ascribed to such term in Article III, Section 2 herein.
10. “AESG” has the meaning ascribed to such term in Article II, Section 2 of this Base Contract.

11. "Agency Readiness Scorecard" has the meaning ascribed to such term in Section 1.8 of the SOW.
12. "Amendment" has the meaning ascribed to such term in Article III, Section 9 of this Base Contract.
13. "API" has the meaning ascribed to such term in Section 14.3 of the SOW.
14. "APRA" means the Access to Public Records Act set forth in IC 5-14-3, as amended.
15. "Base Contract" means this Contract including this Appendix 1 but excluding all Exhibits thereto.
16. "Blended Rate" means two hundred ninety five dollars (**\$295**) per hour multiplied by the lesser of: (a) 1.03; or (b) one plus COLA.
17. "BPWs" has the meaning ascribed to such term in Section 11.2 of the SOW.
18. "CCB" has the meaning ascribed to such term in Section 1.11 of the SOW.
19. "Change Readiness Assessment 1" has the meaning ascribed to such term as described in Section 1.8 of the SOW.
20. "Change Readiness Assessment 2" has the meaning ascribed to such term as described in Section 1.8 of the SOW.
21. "Change Readiness Assessment 3" has the meaning ascribed to such term as described in Section 1.8 of the SOW.
22. "Change Readiness Assessment 4" has the meaning ascribed to such term as described in Section 1.8 of the SOW.
23. "Change Readiness Assessments" means Change Readiness Assessment 1, Change Readiness Assessment 2, Change Readiness Assessment 3 and Change Readiness Assessment 4.
24. "Change Request" has the meaning ascribed to such term in Section 1.11 of the SOW.
25. "COLA" means the percentage change in the Consumer Price Index (CPI) for All Urban Consumers (CPI – U) as determined by the U.S. Bureau of Labor Statistics from the month preceding the Effective Date through the month preceding the month in which the Post Go-Live Support Period ends.

26. "Configuration Approach Documents" has the meaning ascribed to such term in Section 4.1 of the SOW.
27. "Contract" means the Base Contract, including Appendix 1 and all Exhibits attached thereto, between the State, acting on behalf of the State Auditor, and the Contractor.
28. "Contract Modification" has the meaning ascribed to such term in Article III, Section 9 of this Base Contract.
29. "Contractor" means Accenture.
30. "Contractor's Pre-existing IP" means Materials existing prior to commencement of Contractor's performance of the relevant Services or developed outside the scope of such Work, which are proprietary to Contractor or to third parties, and all associated intellectual property rights and any enhancements and modifications to such Materials, whether or not such enhancements and modifications are developed as part of the Work. Such Contractor's Pre-existing IP includes, but is not limited to, AESG, Accenture Delivery Method for PeopleSoft Upgrade and Contractor's PeopleSoft Upgrade Toolkit.
31. "Contractor's Solution" or "Solution" has the meaning ascribed to such term in Article II, Section 2 of this Base Contract.
32. "Contract Value" means the total remuneration to be paid under this Contract as provided in Article III, Section 3 of this Base Contract.
33. "Conversion Testing" has the meaning ascribed to such term in Section 9.4 of the SOW
34. "Deliverable" means a specific, tangible work product described in Sections 1.8 and 1.9 of the SOW to be provided by the Contractor to the State in an agreed format and that meets the Performance Standards of this Contract.
35. "Division" means the IDOA MBE/WBE Division.
36. "Effective Date" has the meaning ascribed to such term in Article III, Section 2 of this Base Contract.
37. "End-User Training Strategy and Plan" has the meaning ascribed to such term as described in Section 1.8 of the SOW.
38. "ERP" has the meaning ascribed to such term in the recitals to this Base Contract.
39. "Executive Governance Committee" has the meaning ascribed to such term in Section 1.6 of the SOW.

40. "Expiration Date" has the meaning ascribed to such term in Article III, Section 2 of this Base Contract.
41. "Financial Services" has the meaning ascribed to such term in the recitals to this Base Contract.
42. "Force Majeure Event" has the meaning ascribed to such term in Article III, Section 20 herein.
43. "Functional Design Specifications" has the meaning ascribed to such term in Section 5.2 of the SOW.
44. "GEAC" is the State's legacy Payroll system.
45. "Go-Live" has the meaning ascribed to such term in Section 12 of the SOW.
46. "Guarantee" has the meaning ascribed to such term in Article III, Section 55 of this Base Contract.
47. "HCM" means human capital management.
48. "HCM-Payroll Modernization Project" or "Project" has the meaning ascribed to such term in the recitals to the Base Contract.
49. "HCM-Payroll Modernization Project Goals and Objectives" has the meaning ascribed to such term in Article II, Section 1 of this Base Contract.
50. "HCM-Payroll Modernization System" has the meaning ascribed to such term in Section 1.8 of the SOW.
51. "HIPAA" has the meaning ascribed to such term in Article III, Section 23 of this Base Contract.
52. "Hourly Rate" has the meaning ascribed to such term in Article III, Section 2.B of this Base Contract.
53. "Human Resources Services" has the meaning ascribed to such term in the recitals to this Base Contract.
54. "IAC" means the Indiana Administrative Code.
55. "I&AM" has the meaning ascribed to such term in Section 3.2 of the SOW.
56. "IC" means the Indiana Code.

57. "IDOA" means the Indiana Department of Administration.
58. "IDOA Commissioner" means the Commissioner of IDOA.
59. "Implementation Period" means the period commencing on the Effective Date and ending on the sooner of (a) the date of successful completion of the Implementation Services or (b) the last day of the 30th month after the Effective Date.
60. "Implementation Services" means those Services described in the SOW until the HCM-Payroll Modernization Project goes live, including services to perform the Plan, Initiate, Adopt, Adapt, Validate, and Deploy PeopleSoft HCM 9.2 and PeopleTools 8.57.
61. "Indemnification Claims" has the meaning ascribed to such term in Article III, Section 24.A of this Base Contract.
62. "Indemnified Parties" has the meaning ascribed to such term in Article III, Section 24.A of this Base Contract.
63. "Integration Test" or "Integration Testing" has the meaning ascribed to such term in Section 9.4 of the SOW.
64. "IOT" means the Indiana Office of Technology.
65. "Issue" is a risk that has reached a threshold predetermined by the PMO team as documented in the Risk Management Plan, and otherwise described in Section 2.1 of the SOW.
66. "IT" means Information Technology.
67. "IV&V" means independent verification and validation.
68. "IVOSB" means an Indiana Veteran Owned Small Business Enterprise described in Article III, Section 26 of this Base Contract.
69. "IVOSB Division" means IDOA's IVOSB Division.
70. "Key Personnel" means each employee of Accenture, identified in **Exhibit C** and approved by the State, whom the Parties agree is vital to and specifically and uniquely qualified for the performance of the Services and execution of the HCM-Payroll Modernization Project.
71. "Materials" has the meaning ascribed to such term in Article III, Section 36.A of this Base Contract.

72. “MBE” means a Minority Business Enterprise.
73. “OAG” means the Office of the Indiana Attorney General.
74. “OCM Change Management/Readiness Consultant Services” means one of the three types of Optional Implementation Services, as described in Section 1.9 of the SOW, which is to be provided by Contractor at the option of the State during the Implementation Period.
75. “OCM Training Consultant Services” means one of the three types of Optional Implementation Services, as described in Section 1.9 of the SOW, which is to be provided by Contractor at the option of the State during the Implementation Period.
76. “ODA” has the meaning ascribed to such term in Section 14.7 of the SOW.
77. “Onsite” means at one of the State facilities utilized for the Project.
78. “Operational Readiness Testing” or “ORT” has the meaning ascribed to such term in Section 9.4 of the SOW.
79. “Optional Implementation Services” means the three types of optional implementation services, consisting of the Advisory Support Coverage Services, the OCM Training Consultant Services and the OCM Change Management/Readiness Consultant Services, as described in Section 1.9 of the SOW, any one or more of which are to be provided by Contractor at the option of the State.
80. “Party” means, as applicable, the State or Accenture.
81. “Payment Point” means the meeting of all conditions and performance obligations of a Deliverable under **Exhibit C**, SOW, by the Contractor for a payment to be made by the State to the Contractor as set forth in the Implementation and Payment Schedule attached hereto as **Exhibit A** and the Optional Implementation Services Payment Schedule attached hereto as **Exhibit B**.
82. “Payroll Services” has the meaning ascribed to such term in the recitals to this Base Contract.
83. “PeopleSoft Absence Management” has the meaning ascribed to such term in Section 1.2 of the SOW.
84. “PeopleSoft Financials” has the meaning ascribed to such term in the recitals to this Base Contract.

85. "PeopleSoft HCM 9.1" has the meaning ascribed to such term in the recitals to this Base Contract.
86. "PeopleSoft HCM 9.2" has the meaning ascribed to such term in the recitals to this Base Contract.
87. "PeopleSoft Payroll" has the meaning ascribed to such term in Section 1.2 of the SOW.
88. "PeopleSoft Upgrade Toolkit" means one of the Pre-existing IP PeopleSoft upgrade assets Accenture shall use to deliver the Solution.
89. "PeopleTools 8.57" has the meaning ascribed to such term in the recitals to this Base Contract.
90. "Performance Standards" means the criteria documented in this Contract, including Article III, Section 49 of this Base Contract, to evaluate the Services performed under this Contract.
91. "Performance Testing" has the meaning ascribed to such term in Section 9.4 of the SOW
92. "Personal Information" means information in the State's possession, custody or control that identifies a person, including: any information that describes, locates, or indexes anything about an individual or that affords a basis for inferring personal characteristics about an individual including, but not limited to, the individual's education, financial transactions, medical history, criminal or employment records, finger and voice prints, photographs, or the individual's presence, registration, or membership in an organization or activity or admission to an institution. Such information encompasses Social Security numbers, compensation information, address and telephone numbers, bank account and/or credit card numbers or other associated identifying financial information, and any other personal or private information contained in a State Personnel file or record or State Auditor account file or record.
93. "PMO" has the meaning ascribed to such term in Section 2 of the SOW.
94. "Post Go-Live Support" or "Post Go-Live Support Services" means post-implementation production support activities and responsibilities consisting of technical, functional, and operational support as described in Section 1.8 of the SOW, which are to be provided by Contractor after the Implementation Period.
95. "Post Go-Live Support Period" has the meaning ascribed to such term in Article III, Section 2 of this Base Contract.

96. "Principal" has the meaning ascribed to such term in Article III, Section 14.A of this Base Contract.
97. "Project Plan" has the meaning ascribed to such term in Section 2.1 of the SOW.
98. "Project Team" has the meaning ascribed to such term in Section 1.5 of the SOW.
99. "Protected Characteristics" has the meaning ascribed to such term in Article III, Section 33 of this Base Contract.
100. "PUM" has the meaning ascribed to such term in Section 1.3 of the SOW.
101. "Quality Assurance Approach" has the meaning ascribed to such term in Section 2.1 of the SOW.
102. "Rate Card Rates" means the applicable hourly rates set forth in the Rate Card attached to Exhibit B multiplied by the lesser of: (a) 1.03; or (b) one plus COLA.
103. "Reprocurement Costs" has the meaning ascribed to such term in Article III, Section 54 of this Base Contract.
104. "Review Period" has the meaning ascribed to such term in Section 1.10 of the SOW.
105. "RFP" means the State's RFP# 19-105.
106. "RFP Response" means the Contractor's response to the RFP, including all exhibits, attachments, and amendments, and its Best and Final Offer.
107. "RTM" has the meaning ascribed to such term in Section 5.2 of the SOW.
108. "SDLC" has the meaning ascribed to such term in Section 3.2 of the SOW.
109. "Security Policy" has the meaning ascribed to such term in Article III, Section 50.G of this Base Contract.
110. "Services" has the meaning ascribed to such term in Article III, Section 1 of this Base Contract.
111. "SIEM" has the meaning ascribed to such term in Section 3.2 of the SOW.
112. "SIRs" has the meaning ascribed to such term in Section 9.4 of the SOW.
113. "SME" means a subject matter expert.

114. "Solution Configuration Design and Build Deliverable" has the meaning ascribed to such term in Section 1.8 of the SOW.
115. "SOW" means the Statement of Work attached hereto as **Exhibit C**.
116. "SPI" has the meaning ascribed to such term in Section 2.1 of the SOW.
117. "State" means the State of Indiana.
118. "State Auditor" means the Office of the Indiana Auditor of State.
119. "State Personnel" means the Indiana State Personnel Department.
120. "Status Report" has the meaning ascribed to such term in Section 2.1 of the SOW.
121. "Subcontractor" has the meaning ascribed to such term in Article III, Section 5.1 herein.
122. "System Test" has the meaning ascribed to such term in Section 9.4 of the SOW.
123. "System Testing" has the meaning ascribed to such term in Section 9.4 of the SOW.
124. "System Test Team" has the meaning ascribed to such term in Section 9.4 of the SOW.
125. "Technical Blueprint" has the meaning ascribed to such term in Section 3.2 of the SOW.
126. "Technical Design" has the meaning ascribed to such term in Section 5.2 of the SOW.
127. "Technology Team" has the meaning ascribed to such term in Section 3.2 of the SOW.
128. "Term" has the meaning ascribed to such term in Article III, Section 2 of this Base Contract.
129. "Test Plan" has the meaning ascribed to such term in Section 9.1 of the SOW.
130. "Test Team" has the meaning ascribed to such term in Section 9.1 of the SOW.

131. "Training Designs" has the meaning ascribed to such term in Section 10.2 of the SOW.
132. "Transition Assistance Notice" has the meaning ascribed to such term in Article III, Section 13.B of this Base Contract.
133. "Transition Assistance Period" has the meaning ascribed to such term in Article III, Section 13.B(1) of this Base Contract.
134. "Transition Assistance Services" has the meaning ascribed to such term in Article III, Section 13.B(2) of this Base Contract.
135. "Transition Plan" has the meaning ascribed to such term in Article III, Section 13.B(2) of this Base Contract.
136. "User Acceptance Testing" or "UAT" has the meaning ascribed to such term in Section 9.4 of the SOW
137. "WBE" means a Women's Business Enterprise.
138. "Work" has the meaning ascribed to such term in Section 1.1 of the SOW.

* * *

EXHIBIT A
IMPLEMENTATION SERVICES AND POST GO-LIVE SUPPORT SERVICES PAYMENT SCHEDULE

Pursuant to Article III, Section 3 and Section 37 of the Base Contract, Accenture will perform the Services on a fixed fee basis. Accenture’s aggregate fees, and the amount to be paid by the State, for Implementation Services and Post Go-Live Support Services shall not exceed **\$12,999,995**, which shall be invoiced and paid upon each Payment Point in the amounts as follows. The date of submission of an invoice for each Payment Point (“Invoice Date”) will be based on the Acceptance of each Deliverable as described in Section 1.10 of Exhibit C, SOW. “Month 1” shall be April, 2020.

Payment Point	Deliverable Number	Projected Invoice Month	Payment Amount
Implementation Period			
Project Work Plan	Deliverable 1	Month 1	\$ 562,940
Project Plan	Deliverable 2	Month 2	\$ 658,817
Project Management Plan	Deliverable 3	Month 3	\$ 699,807
Upgrade Strategy and Plan	Deliverable 4	Month 4	\$ 366,327
Organizational Change Management Strategy and Plan	Deliverable 5	Month 4	\$ 366,327
Requirements Validation Document w/RICEFW Inventory	Deliverable 6	Month 5	\$ 786,211
Retrofit Validation Document	Deliverable 7	Month 6	\$ 280,180
Communication Strategy and Plan	Deliverable 8	Month 6	\$ 280,180
Future State Process Definition	Deliverable 9	Month 6	\$ 280,180
Change Readiness Assessment 1	Deliverable 10	Month 7	\$ 167,892
Position Definition Approach	Deliverable 11	Month 7	\$ 167,892
Agency Readiness Scorecard	Deliverable 12	Month 7	\$ 167,892
Test Management Strategy and Plans	Deliverable 13	Month 8	\$ 188,281
Security Management Plan	Deliverable 14	Month 8	\$ 188,281
End-User Training Strategy and Plan	Deliverable 15	Month 8	\$ 188,281
Solution Configuration Design and Build	Deliverable 16	Month 9	\$ 351,453
RICEFW Design Specifications 1	Deliverable 17	Month 9	\$ 351,453
RICEFW Design Specifications 2	Deliverable 18	Month 10	\$ 330,763
Change Readiness Assessment 2	Deliverable 19	Month 10	\$ 330,763
Parallel Payroll Test Plan	Deliverable 20	Month 11	\$ 694,330
RICEFW Build Specifications 1	Deliverable 21	Month 12	\$ 353,978
RICEFW Build Specifications 2	Deliverable 22	Month 12	\$ 353,978
RICEFW Build Specifications 3	Deliverable 23	Month 13	\$ 316,398

Change Readiness Assessment 3	Deliverable 24	Month 13	\$ 316,398
System Integration Test Results 1	Deliverable 25	Month 14	\$ 329,236
Train-the-Trainer Materials	Deliverable 26	Month 14	\$ 329,236
System Integration Test Results 2	Deliverable 27	Month 15	\$ 195,990
Parallel Payroll Test Results	Deliverable 28	Month 15	\$ 195,990
Mock Conversion Validation Results	Deliverable 29	Month 15	\$ 195,990
System Integration Test Results 3	Deliverable 30	Month 16	\$ 294,151
Post Go-Live Support Plan	Deliverable 31	Month 16	\$ 294,151
Training Materials Complete	Deliverable 32	Month 17	\$ 292,030
Final Go/No-Go Checklist	Deliverable 33	Month 17	\$ 292,030
Go-Live Cutover Plan	Deliverable 34	Month 18	\$ 266,097
Change Readiness Assessment 4	Deliverable 35	Month 18	\$ 266,097
Final Sign Off of Complete Implementation (hold back payment)	Deliverable 36	Month 19	\$ 325,000
Knowledge Transfer Plan Summary	Deliverable 37	Month 19	\$ 325,000
SUBTOTAL -- IMPLEMENTATION PERIOD			\$ 12,350,000
Post Go-Live Support Period			
Post Go-Live Status Report (Month 1)	Deliverable 38	Month 19	\$ 54,167
Post Go-Live Status Report (Month 2)	Deliverable 39	Month 20	\$ 54,167
Post Go-Live Status Report (Month 3)	Deliverable 40	Month 21	\$ 54,167
Post Go-Live Status Report (Month 4)	Deliverable 41	Month 22	\$ 54,167
Post Go-Live Status Report (Month 5)	Deliverable 42	Month 23	\$ 54,167
Post Go-Live Status Report (Month 6)	Deliverable 43	Month 24	\$ 54,167
Project Closeout Report (hold back payment)	Deliverable 44	Month 24	\$ 324,993
SUBTOTAL -- POST GO-LIVE SUPPORT PERIOD			\$ 649,995
TOTAL			\$ 12,999,995

An Invoice Month may occur sooner than the Invoice Month listed if a Deliverable is Accepted prior to the projected Acceptance date. And, an Invoice Month may be proportionately extended if a Deliverable is rejected and cured, as described in Section 1.10 of Exhibit C, SOW, or as otherwise agreed by the Parties.

EXHIBIT B
OPTIONAL IMPLEMENTATION SERVICES PAYMENT SCHEDULE

Pursuant to Article III, Section 3 and Section 37 of the Base Contract, Accenture will perform the Optional Implementation Services on a per hour, fixed fee basis. Accenture’s aggregate fees, and the amount to be paid by the State, for each Optional Implementation Service shall not exceed the amounts set forth below. Such aggregate amounts shall be invoiced and paid upon each Payment Point in the corresponding amounts as follows.

Optional Implementation Services Performed During the Implementation Period							
Optional Implementation Services	Payment Point	Plan and Initiate Stage	Adopt Stage	Adapt Stage	Validate Stage	Deploy Stage	TOTAL
		Projected Invoice Months 1-4	Projected Invoice Months 5-7	Projected Invoice Months 8-11	Projected Invoice Months 12-17	Projected Invoice Months 18	
OCM Training Consultant Services (10 months x 176 hours/month x \$245/hour)	Monthly Services invoiced at \$43,120 per month	\$ 0	\$ 0	\$ 172,480	\$ 258,720	\$ 0	\$ 431,200
OCM Change Management/Readiness Consultant Services (13 months x 176 hours/month x \$245/hour)	Monthly Services invoiced at \$43,120 per month	\$ 0	\$ 129,360	\$ 172,480	\$ 258,720	\$ 0	\$ 560,560
SUBTOTAL		\$ 0	\$ 129,360	\$ 344,960	\$ 517,440	\$ 0	\$ 991,760
Optional Implementation Services Performed During the Advisory Support Coverage Services Period							
Optional Implementation Services	Payment Point						TOTAL
Advisory Support Coverage Services (amount of hours worked/month x Hourly Rate)	Services performed and billed monthly at the Hourly Rate, so long as the aggregate amount to be paid does not exceed \$155,760.						\$ 155,760
TOTAL							\$ 1,147,520

An Invoice Month may occur sooner than the Invoice Month if one or more Deliverables during that stage or the preceding stage or stages, if any, are Accepted prior to the projected Acceptance date for such Deliverables. And, an Invoice Month may be proportionately extended if one or more Deliverables during that stage or the preceding stage or stages, if any, are rejected and cured, as described in Section 1.10 of Exhibit C, SOW, or as otherwise agreed by the Parties.

RATE CARD RATES

Role	Hourly Rate
Project Management	
Project Leader	\$ 395.00
Sr. Project Manager	\$ 345.00
PMO Consultant	\$ 245.00
HCM/Payroll	
Sr. Functional Team Lead	\$ 345.00
Sr. Functional Manager	\$ 345.00
Functional Manager	\$ 295.00
Functional Consultant	\$ 245.00
Functional Analyst	\$ 195.00
Organizational Change Management	
Sr. OCM/Training Team Lead	\$ 345.00
OCM/Training Manager	\$ 295.00
OCM/Training Consultant	\$ 245.00
OCM/Training Analyst	\$ 195.00
Technology	
Sr. Technical Team Lead	\$ 345.00
Sr. Technical Specialist	\$ 345.00
Technical Manager	\$ 295.00
Sr. Developer	\$ 245.00
Developer	\$ 195.00

*Notes:

- 1) Hourly Rates are inclusive of travel expenses

EXHIBIT C

STATEMENT OF WORK

This Statement of Work (“SOW”) describes the scope and work to be provided by Accenture LLP (the “Contractor” or “Accenture”) to the State of Indiana (“State”), acting through and on behalf of the Indiana Auditor of State, in order to accomplish the HCM-Payroll Modernization Project Goals and Objectives and successfully deliver the Solution. This SOW constitutes Exhibit C to the Professional Services Contract between the State and Accenture (the “Base Contract”). All capitalized terms used in this SOW which are undefined shall have the meanings set forth in Appendix 1 to the Base Contract to the extent that they are defined therein.

The structure of this SOW is based, in part, on Accenture’s RFP Response and represented extensive experience with State government entities in providing PeopleSoft HCM 9.2 and PeopleTools 8.57 implementation and modernization solutions—including upgrading, integrating, and implementing PeopleSoft systems similar in size, challenges, implementation attributes, and scope to the State’s needs.

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1. WORK OVERVIEW

1.1 SUMMARY OF SCOPE SERVICES

This SOW outlines Accenture's obligations and both Accenture's and the State's activities and responsibilities, including related steps, activities, tasks, commitments and Deliverables, necessary to successfully perform the Plan, Initiate, Adopt, Adapt, Validate, Deploy, and Post Go-Live Support stages of the HCM-Payroll Modernization Project (collectively "the Work").

1.2 FUNCTIONAL SCOPE

There will be a single release of the PeopleSoft HCM 9.2 modules set forth in the table below and full integration with PeopleSoft Financials. Accenture will leverage their proprietary Accenture Delivery Methods for PeopleSoft Upgrade methodology along with Accenture's PeopleSoft Upgrade assets and Accenture Enterprise Services for Government ("AESG") to deliver the HCM-Payroll Modernization Project. A single release will be accomplished as follows:

- **Step 1:** Upgrade the existing PeopleSoft HCM 9.1 modules and PeopleTools 8.53 to create PeopleSoft HCM 9.2 and PeopleTools 8.57 instances with existing employee data and configuration data.
- **Step 2:** Conduct business process redesign activities for PeopleSoft HCM 9.2 using the AESG application to determine whether the State can adopt leading statewide business processes and common reports, interfaces, extensions, and workflows from its prior Statewide and public sector implementations.
- **Step 3:** Perform analysis of the existing PeopleSoft HCM 9.1 reports, interfaces, conversions, extensions, forms, and workflows during the Adapt stage to determine which customizations will be retained, retrofit from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2, or retired/replaced by PeopleSoft HCM 9.2 functionality or streamlined business processes.
- **Step 4:** Use the upgraded State PeopleSoft HCM 9.2 instance to perform design, build and test activities with the selected baseline objects from the analysis of existing PeopleSoft HCM 9.1 and AESG objects. This includes the integration of HCM – Payroll North America ("PeopleSoft Payroll"), HCM - Absence Management ("PeopleSoft Absence Management") and PeopleSoft Financials (including project costing and general ledger posting) and any new HCM customizations.

List of Modules

The HCM-Payroll Modernization Project will configure, upgrade, and implement the following PeopleSoft HCM 9.2 modules:

PeopleSoft HCM 9.2 Module	Project Approach	Business Process
HCM – Absence Management	Implement PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Manage absences • Authorize and track Family and Medical Leave Act • Define absence tracking and assign schedules • Request and approve absences and vacations • Provide absences to payroll • Record absences, vacations, accruals & entitlements • Analyze absence information and identify trends and patterns
HCM – Benefits Administration	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Maintain Benefit Plans & Programs • Administer Open Enrollment • Administer Event Maintenance
HCM – eBenefits	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Benefits Enrollment • Health Plan Information • Insurance Information • Savings Plan Information • Flexible Spending Account Information • Dependent & Beneficiary Information • Life Events Management • Retirement Plan Administration
HCM – ePay	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Manage pay information for payroll for North America • Update year-end adjustment data
HCM – eProfile	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Maintaining Name, Address, Phone Number, Marital Status, Date of Birth and Other Data
HCM – eProfile Manager Desktop	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Review Employee Information • Change Employee Reporting Manager • Transfer Employees • Promote Employees • Change Employee Location • Change Employee Full-Time or Part-Time Status • Retire Employees • Terminate Employees
HCM – Human Resources	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Administer Salary Plans • Hire Workforce • Maintain Workforce • Manage Job Classifications & Positions • Manage Labor Relations • Meet Regulatory Requirements • Monitor Health & Safety • Administer Benefits Billing • Administer Family Medical Leave Act • Administer Manual Benefits Enrollment • Administer Non-Discriminatory Testing

PeopleSoft HCM 9.2 Module	Project Approach	Business Process
		<ul style="list-style-type: none"> Administer Retroactive Benefits
HCM – Payroll for North America	Implement PeopleSoft HCM 9.2	<ul style="list-style-type: none"> Administer financials interface Administer post-confirm process Administer retroactive payroll Calculate and confirm off-cycle payrolls Calculate and confirm on-cycle payrolls Calculate manual checks Calculate on-line checks Maintain employee payroll data Manage adjustment processing Manage annual payroll reporting Manage employee garnishments Manage paysheets Manage quarterly payroll reporting Manage reprints Process final checks Off-cycle processing Payroll deductions and additional pay components
HCM – Time and Labor	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> Administer Time Reporting Administer Time Validation & Approval Distribute Labor Expenses Maintain Time Reporting Rules Manage Time Adjustments Schedule Employee Time Time Collection Devices Interface Time and Labor Workcenter
Financials	Configure PeopleSoft HCM 9.2 to support Project Allocation	<ul style="list-style-type: none"> HCM administer time reporting HCM distribute labor expenses Financials define cost allocation Financials maintain and process allocation Financials collect, distribute and price cost Payroll to general ledger

1.3 PROJECT STAGES

The Services described in this SOW will be performed in the following distinct stages consistent with the milestones for each release as detailed below.

- **Plan and Initiate:** Activities include onboarding of resources, requirements validation, analysis of existing customizations, solution planning, and confirming the Solution strategy, goals and objectives.
- **Adopt:** Activities include configuration design and functional design of Reports, Interfaces, Conversions, Extensions, Forms, and Workflow (“RICEFW”), AESG Business Process Walkthrough/ Business Process Redesign, Configuration Prototyping, and Retrofit Design.
- **Adapt:** Activities include configuration build and Technical Design and build of RICEFW.
- **Validate:** Activities include System Test, payroll parallel test, performance test, operational readiness test, penetration test, user acceptance test, and train-the-trainer.

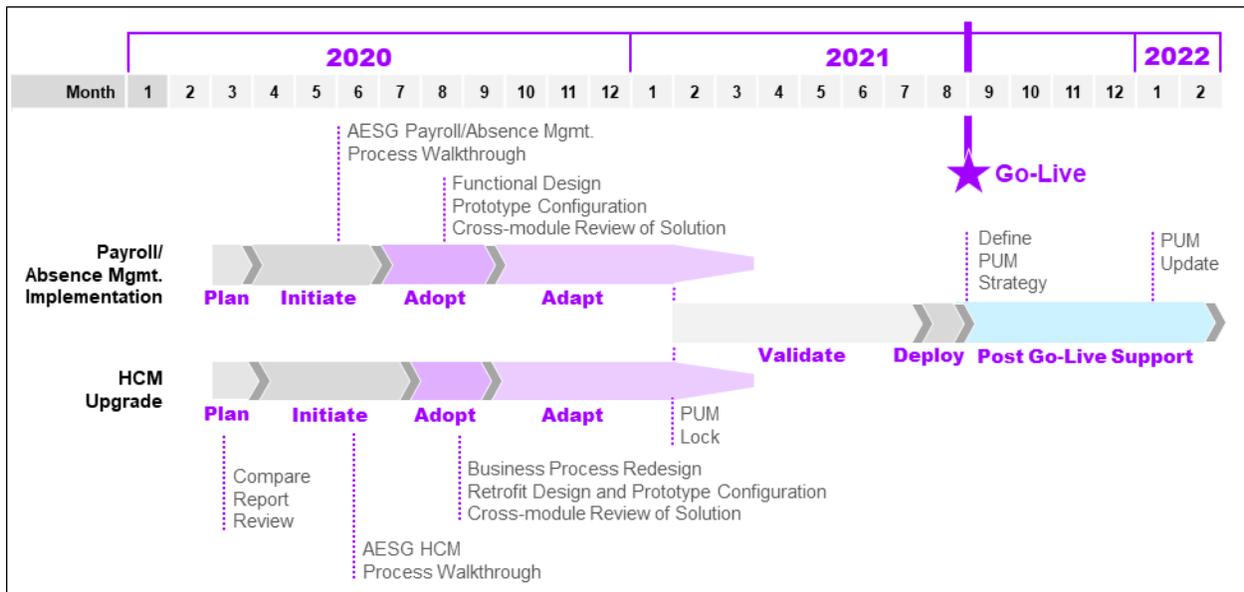
- **Deploy:** Activities include end-user training and deployment of the application to the State entities.
- **Post Go-Live Support:** Activities include functional and operational Post Go-Live Support after Go-Live for 6 months, and optional Advisory Support Coverage for cyclical events during months 7 – 12 following Go-Live. Additionally, the Accenture team will develop the PeopleSoft Update Manager (“PUM”) upgrade approach and assist the State with one PUM update in the 6-month Post Go-Live Support Period.

1.4 PROJECT SCHEDULE

Gantt Chart

The high-level Gantt chart shown in Figure F7-1 illustrates how the different stages are planned to interact with each other and will share integrated solution design and environments to support build and testing efforts. The two main workstreams will leverage common tools, templates, and approaches from Accenture Delivery Methods. The HCM-Payroll Modernization Project is expected to be performed over an 18-month period with 6 months of Post Go-Live Support Services. There is a 10% buffer built into the schedule.

Figure F7-1. HCM-Payroll Modernization Implementation Schedule.



7 IN HCM RFP 19.0053

Schedule Updates

Accenture will maintain the Project schedule and provide updates as necessary throughout the Project to accurately reflect the status of the Work and projected completion dates for such Work. Updates to the schedule will be discussed in collaboration with the State Project management staff and submitted through the Change Control Process.

1.5 PROJECT STAFFING

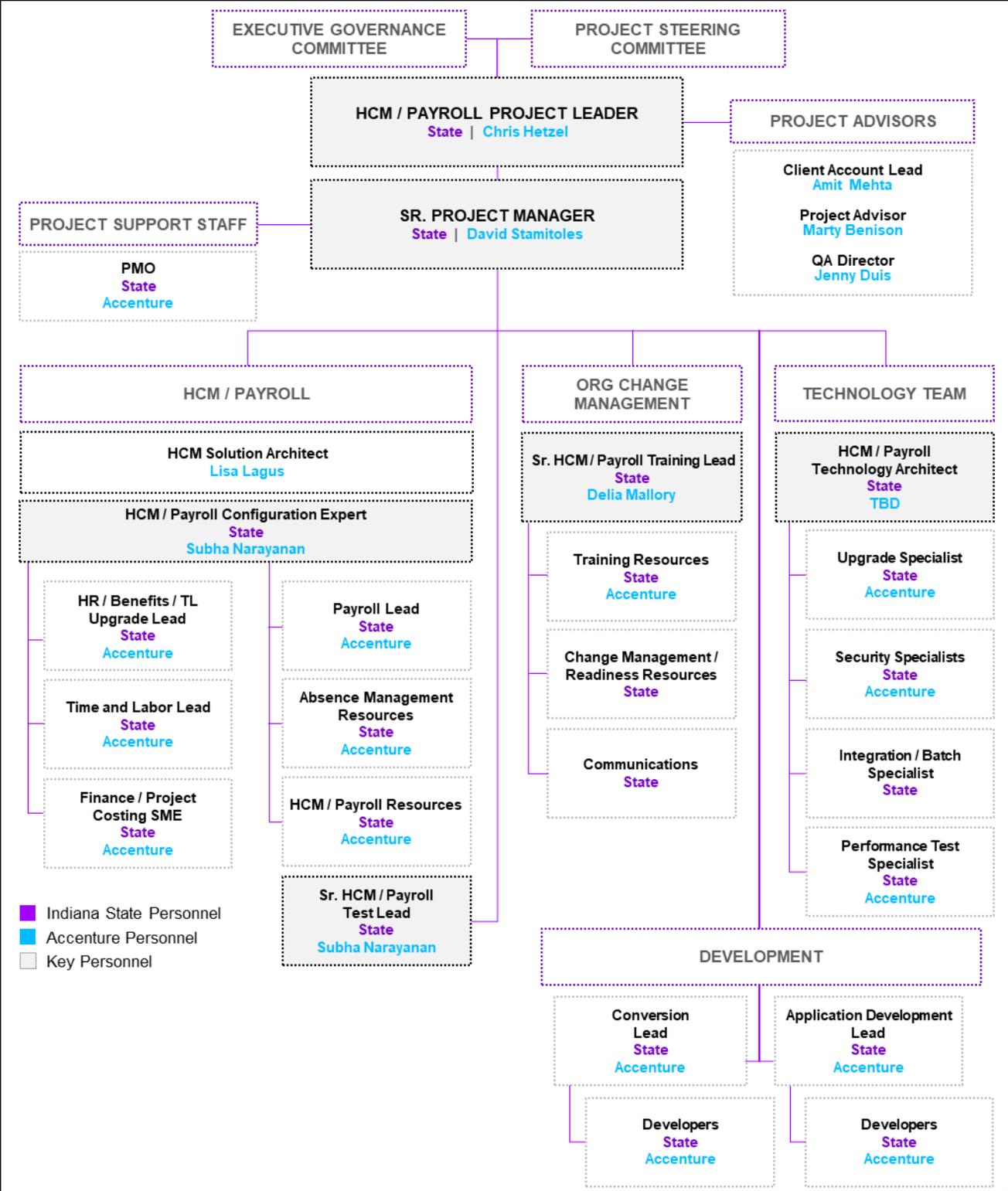
Project Team and Accenture Key Personnel

The Project will be organized as generally depicted in the organization chart in Figure F7-2. The organization chart will be finalized during the early stages of the Project through State and Accenture collaboration. The Project will be delivered through a joint execution from both Accenture and State resources. While Accenture will take the lead on most tasks and activities, Accenture will be dependent on the State completing the work assigned to State resources for the Project to be successful. This approach will maximize knowledge transfer and minimize Project costs. Accenture is dependent on the State completing the work assigned to State resources, within the timeframe allocated.

The organization chart has been developed with a “2 in the box” concept, where an Accenture resource and a State resource will be placed in each box with joint responsibilities to execute and complete the tasks and activities of that specific role. These combined State and Accenture personnel, which may be amended time to time, form the “Project Team.” The majority of the State Project Team resources will be staffed by the Auditor of State, State Personnel Department and Indiana Office of Technology. Additional State resources may be needed from the business areas to make decisions, research law, and gain consensus. State resources will work side-by-side with Accenture resources to adopt, adapt and validate the system. Each entity will have specific roles and responsibilities, which are outlined in the remainder of this SOW.

Accenture will provide resources possessing the experience and skills required for the roles identified in the Staffing Plan. Accenture will staff the Project via a combination of Onsite and offsite resources. Accenture expects to have a significant Onsite presence including as many as 20 Onsite staff members during peak activities. The travel schedule for Onsite resources will be discussed by the PMO to plan schedules accordingly. The Parties will mutually agree on Accenture Key Personnel, for which the State shall have final approval. The Project Team, which includes Accenture Key Personnel, is identified in Figure F7-2.

Figure F7-2. HCM-Payroll Modernization Project Team Organization Chart.



Role Descriptions and Expected Skillsets

Position descriptions and expected skillsets for all State, Accenture and Subcontractor resources are included in Figure F7-3:

Figure F7-3. Role Descriptions and Expected Skillsets.

Role	State	Accenture	Accenture or Subcontractor	Key Responsibilities	Expected Skillsets
Project Management					
HCM / Payroll Project Leader	X	X		<ul style="list-style-type: none"> Assume overall responsibility for Project Serve as primary liaison across Project Team and executive sponsors and Executive Governance Committee 	<ul style="list-style-type: none"> Extensive skills in large-scale, complex project management and execution Ability to communicate well and build consensus around a shared vision Ability to manage upwardly and outwardly to stakeholder groups who may have competing values and agendas Ability to manage Project scope and a change control process, and report progress and status of Project activities Ability to help drive an issue management process including issue escalation; provide rapid decision-making on escalated issues Ability to verify quality of team Deliverables and enforce signoff procedures Ability to manage Deliverable review and acceptance processes

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Sr. Project Manager	X	X		<ul style="list-style-type: none"> • Oversee, schedule and coordinate all teams • Maintain Project Schedule • Create, review, and approve Project Plan • Monitor and update the Project Plan continuously and revise and develop further detail as appropriate • Report on Project Plan metrics • Create, review, and approve Status Report template and Conduct/Attend weekly status meetings • Create Executive Governance Committee presentations and conduct and attend Executive Governance Committee meetings • Enforce sign-off procedures 	<ul style="list-style-type: none"> • Skilled in large-scale, complex project management and execution • Ability to lead large, complex teams in challenging environments • Ability to manage Project resources, such as people, budgets, facilities, and equipment • Ability to develop and maintain a Project Plan, including milestones, checkpoints, and Deliverables • Ability to manage Project scope and a change control process, and report progress and status of Project activities • Ability to lead status meetings and Project management review sessions with the Project Team • Ability to help drive an issue management process including issue escalation; provide rapid decision-making on escalated issues • Ability to verify quality of team Deliverables and enforce signoff procedures • Understanding of the role of the IV&V contractors in the Project, and the ability to coordinate and work with them to execute related activities

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
PMO Lead		X		<ul style="list-style-type: none"> • Coordinate PMO • Coordinate Contract Management duties, including contract compliance, reporting, and documentation • Implement Project management standards • Set up SharePoint directory structure • Provide, review, and approve documentation templates • Develop documents that conform to formats and standards as agreed upon 	<ul style="list-style-type: none"> • Extensive competencies in Project Management such as management of a Microsoft Project Plan (MPP), schedule, risks, change control, earned value analysis, progress tracking, and status reporting • Ability to lead a project management office team in the execution of related tasks • Ability to manage the timely execution of tasks and report status and risks upwardly • Understanding of common tools and techniques used to control Project costs • Understanding of the role of IOT in the Project, and the ability to coordinate and work with them to execute related activities • Ability to manage and maintain large volumes of Project documentation • Ability to manage Deliverable review and acceptance processes
PMO Project Coordinators	X			<ul style="list-style-type: none"> • Support the PMO, Solutions Leads and Technical Leads • Implement Project management standards • Provide guidance and support on SharePoint directory structure • Provide, review, and approve documentation templates upon submission by Accenture • Develop State documents that conform to formats and standards as agreed upon 	<ul style="list-style-type: none"> • Extensive competencies in solutions or Technical ERP implementation • Ability to coordinate the activities and plans for solutions and the Technology Team • Ability to manage the timely execution of tasks and report status and risks upwardly • Understanding of common tools and techniques used to control Project costs • Understanding of the role of the technical and/or functional agencies in the Project, and the ability to coordinate and work with them to execute related activities • Ability to coordinate Deliverable review and acceptance processes

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
PMO Specialist	X			<ul style="list-style-type: none"> Support PMO Lead 	<ul style="list-style-type: none"> Competencies in Project Management such as management of a MPP, schedule, risks, change control, earned value analysis, progress tracking, and status reporting Understanding of common tools and techniques used to control Project costs Ability to manage and maintain large volumes of Project documentation
HCM Solution Architect		X		<ul style="list-style-type: none"> Plan and Conduct Strategy Labs Plan and Conduct Leading Practice Workshops 	<ul style="list-style-type: none"> Extensive implementation experience with PeopleSoft Payroll Extensive experience implementing ERP in public sector organizations

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
HCM / Payroll					
HCM / Payroll Configuration Expert	X	X		<ul style="list-style-type: none"> • Primary focal point and champion for functional related tasks for the Project • Support Project management team in Project planning and execution • Identifies and monitors Project related business tasks, resources need, dependencies, issues, risks and quality of the Project • Orchestrates with functional and Technology Team members on accomplishing Deliverables and resolving issues on multi-disciplinary task activities • Confirm proper configuration for the PeopleSoft HCM application • Guide functional team in completing upgrade and implementation steps • Helps identify and document additional functional requirements • Drives issue resolution from a functional perspective • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • Extensive knowledge of PeopleSoft HCM 9.2 and PeopleSoft Payroll functionality, payroll accounting, and financial management laws and regulations • Extensive knowledge of the State's Payroll calculation systems, policies, and procedures • Ability to perform Project activities including participation in and creation of Deliverables

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
HR / Benefits / Time and Labor Upgrade Lead	X	X		<ul style="list-style-type: none"> • Prepare and conduct business process design sessions • Analyze and update business processes • Analyze gaps between delivered functions in PeopleSoft HCM 9.2 and current processes and makes recommendations • Confirm Requirements Traceability Matrix • Complete PeopleSoft configuration and table building activities • Develop functional specifications • Work with the State SMEs to develop system test condition and scripts • Prepare and execute test scenarios and scripts • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • PeopleSoft HCM (HR/ Benefits/ Time and Labor) functional knowledge • Business process design experience • Functional testing knowledge

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Time and Labor Lead	X		X	<ul style="list-style-type: none"> • Prepare and conduct business process design sessions • Analyze and update business processes • Analyze gaps between delivered functions in PeopleSoft HCM 9.2 and current processes and makes recommendations • Confirm Requirements Traceability Matrix • Complete PeopleSoft configuration and table building activities • Develop functional specifications • Work with the State SMEs to develop system test condition and scripts • Prepare and execute test scenarios and scripts • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • PeopleSoft Time and Labor experience • Business process design experience • Functional testing experience
Finance / Project Costing SME			X	<ul style="list-style-type: none"> • Work with Time and Labor resources to develop allocations • Provide finance integration subject matter expertise 	<ul style="list-style-type: none"> • PeopleSoft Project Costing and General Ledger functional knowledge
Finance / Project Costing Specialist	X			<ul style="list-style-type: none"> • Configure and test project costing, general ledger and AP finance modules • Configure PeopleSoft finance integration broker 	<ul style="list-style-type: none"> • PeopleSoft project costing and general ledger functional knowledge

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Payroll Lead	X		X	<ul style="list-style-type: none"> • Prepare and conduct business process design sessions • Analyze and update business processes • Analyze gaps between delivered functions in PeopleSoft HCM 9.2 and current processes and makes recommendations • Confirm Requirements Traceability Matrix • Complete PeopleSoft configuration and table building activities • Develop functional specifications • Work with the State SMEs to develop system test condition and scripts • Prepare and execute test scenarios and scripts • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • PeopleSoft payroll functional knowledge • Functional testing knowledge

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Absence Management Resources	X	X		<ul style="list-style-type: none"> • Prepare and conduct business process design sessions • Analyze and update business processes • Analyze gaps between delivered functions in PeopleSoft HCM 9.2 and current processes and makes recommendations • Confirm Requirements Traceability Matrix • Complete PeopleSoft configuration and table building activities • Develop functional specifications • Work with the State SMEs to develop system test condition and scripts • Prepare and execute test scenarios and scripts • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • PeopleSoft Absence Management functional knowledge • Functional testing knowledge

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
HCM / Payroll Resources	X	X		<ul style="list-style-type: none"> • Prepare and conduct business process design sessions • Analyze and update business processes • Analyze gaps between delivered functions in PeopleSoft HCM 9.2 and current processes and makes recommendations • Confirm Requirements Traceability Matrix • Complete PeopleSoft configuration and table building activities • Develop functional specifications • Work with the State SMEs to develop system test condition and scripts • Prepare and execute test scenarios and scripts • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • PeopleSoft HCM 9.2 functional knowledge • Functional testing knowledge
Sr. HCM / Payroll Test Lead	X	X		<ul style="list-style-type: none"> • Create test plan • Coordinate testing activities and schedule • Work with the application development team to prioritize defects identified during testing 	<ul style="list-style-type: none"> • Test planning and coordination experience • Extensive functional testing knowledge

Role	State	Accent ure	Accent ure or Sub- contractor	Key Responsibilities	Expected Skillsets
HCM / Payroll Tester / Benefits Resources	X	X		<ul style="list-style-type: none"> • Work with the State SMEs to update/ develop system test conditions and scripts • Prepare and execute test scenarios and scripts • Log test defects in the testing defect tracking tool 	<ul style="list-style-type: none"> • Functional testing knowledge • Test execution experience • PeopleSoft HCM 9.2 functional knowledge
Organizational Change Management					

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Sr. HCM / Payroll Training Lead	X		X	<ul style="list-style-type: none"> • Create and support execution of an Organizational Change Management Strategy and Plan, Communications Strategy and Plan, and Stakeholder Analysis • Provide leadership coaching to the State during implementation on how to execute the change management services described in the strategy and plan • Conduct and analyze Change Readiness Assessments • Assess change readiness and track progress throughout the Project • Create and support execution of the End-User Training Strategy and Plan • Create and support execution of the Knowledge Transfer Approach • Lead planning and execution of the Training Designs, development, and testing activities 	<ul style="list-style-type: none"> • Extensive knowledge and skills in the development and implementation methods, tools and techniques to support organizational, functional and technical change management, communications, training (including adult learning), and knowledge transfer • Strong written and verbal communication skills, including public speaking skills • Ability to lead an organizational change management team in the execution of related tasks • Ability to manage the timely execution of tasks and report status and risks upwardly • Ability to facilitate and execute action planning with stakeholders • Ability to organize and conduct meetings on behalf of the Project, including public speaking

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Training Resources	X		X	<ul style="list-style-type: none"> • Create and execute the training needs assessment • Create the training curriculum • Build, test, and update training materials for assigned functionality and work units • Plan and conduct Train-the-Trainer • Manage all training administration and logistics, including supporting tools (State) • Deliver end user training (State) • Measure and report on training completion • Coach State resources in parallel training activities for assigned functionality and work units (Accenture) • Support tracking and reporting of knowledge transfer 	<ul style="list-style-type: none"> • Knowledge of adult learning principles and techniques • Skills in one or more training material development tools (e.g., MS Word, MS PowerPoint, Captivate, and Articulate) • Strong written and verbal communication skills

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Change Management / Readiness Resources	X			<ul style="list-style-type: none"> • Provide input to the creation of the Organizational Change Management Strategy and Plan • Support identification and mobilization of a Change Network within the agencies • Support planning and execution of Change Readiness Assessments • Engage and support agencies and stakeholders through the Change Network and designated Project activities, such as business process workshops, assessing change impacts, assigning users to system roles, and communicating changes to end users • Assess change readiness and track progress throughout the Project 	<ul style="list-style-type: none"> • Ability to understand changing aspects of the as-is and to-be work environment and articulate the impact of those changes on end-users • Strong written and verbal communication skills • Ability to support various organizational change management interventions (e.g., communications, change discussions, and training)
Communications	X			<ul style="list-style-type: none"> • Support creation of the Communication Strategy and Plan • Drive execution and management of the Communication Plan • Execute assigned communication tasks, such as creating communication content, distributing communications, and managing the outward-facing Project website 	<ul style="list-style-type: none"> • Knowledge and skills in the development and implementation methods, tools and techniques to support Project communications • Strong written and verbal communication skills • Skills in using one or more communication tools (e.g., Microsoft Outlook, SurveyMonkey, infographics, website design and development)

Technology

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
HCM / Payroll Technology Architect	X	X		<ul style="list-style-type: none"> Lead technical aspects of the implementation (environment builds, infrastructure/databases) Manage upgrade process Lead system monitoring activities Manage and support enterprise-wide tools (e.g., file transfer protocol, scheduler, Appian, etc.) 	<ul style="list-style-type: none"> Extensive knowledge of leading practices and skills in infrastructure architecture (including network, servers, operating systems of servers, and storage) and maintenance (includes patching, physical equipment repair, and incident response/resolution) Ability to plan and lead Disaster Recovery test and execution activities Ability to plan and lead system (infrastructure and application) monitoring activities
Upgrade Specialist	X	X		<ul style="list-style-type: none"> Execute upgrade tasks 	<ul style="list-style-type: none"> Knowledge of PeopleSoft Upgrade process and PUM application
Security Specialists	X	X	X	<ul style="list-style-type: none"> Define and implement PeopleSoft Application Security Manage integration security including encryption Penetration testing and security compliance 	<ul style="list-style-type: none"> Extensive knowledge of current State application security requirements, architectures, and protocols Knowledge of leading practices and skills in application security Ability to plan and lead application security development, test, and execution activities Knowledge of penetration testing and remediation techniques
Integration / Batch Specialist	X			<ul style="list-style-type: none"> Define batch architecture and job schedule Coordinate integration with other applications 	<ul style="list-style-type: none"> Ability to develop and/or manage technical aspects of application software, user interfaces, and third-party components Ability to conduct, assist with, and/or manage unit testing and System Testing
Performance Test Specialist	X		X	<ul style="list-style-type: none"> Plan and conduct Performance Test activities Tune selected application components 	<ul style="list-style-type: none"> Knowledge of PeopleSoft tuning techniques Experience with performance test tools

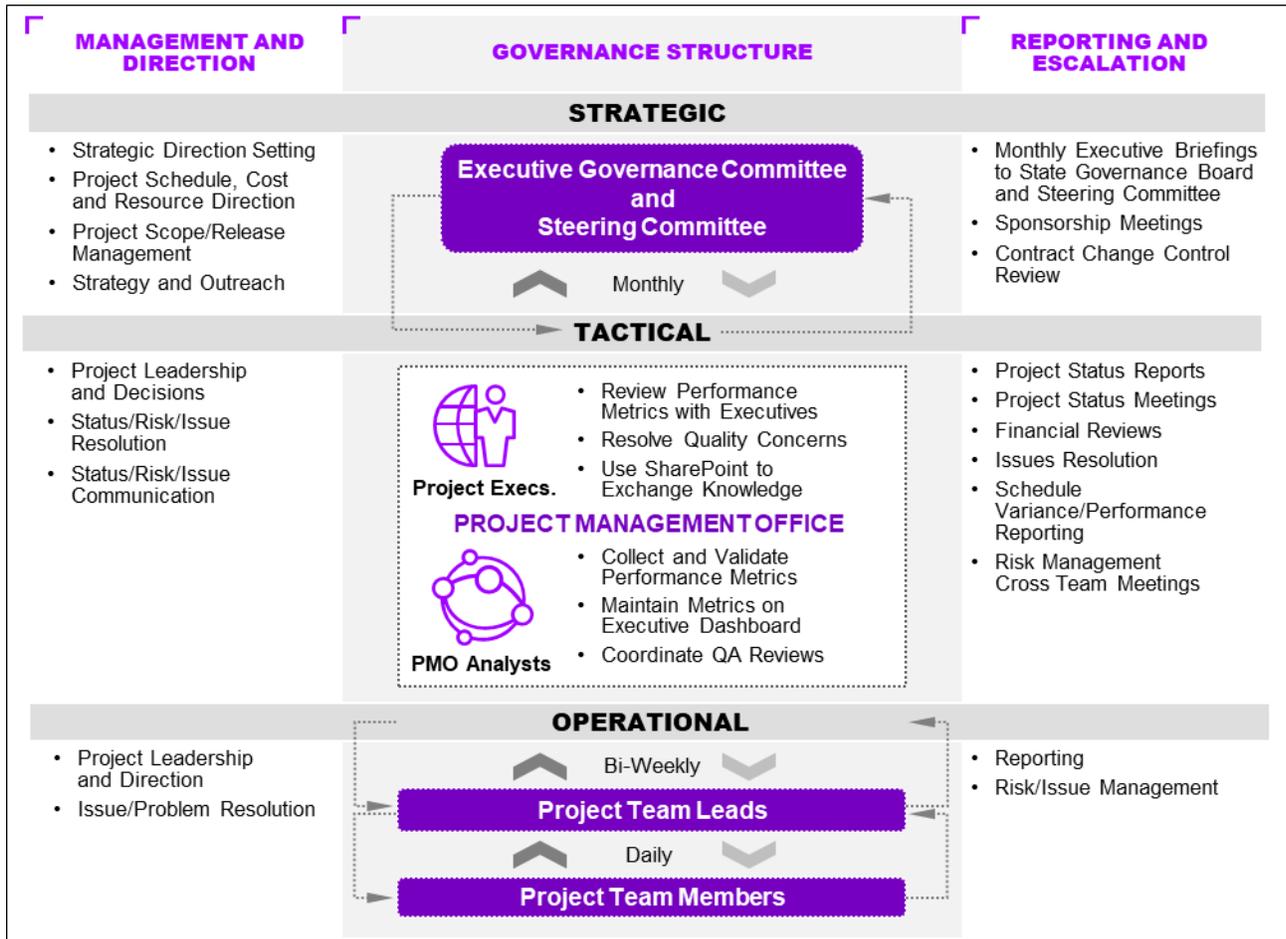
Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Development					
Application Development Lead	X	X		<ul style="list-style-type: none"> Lead overall application development effort Work to define application development standards and requirements 	<ul style="list-style-type: none"> Extensive knowledge of PeopleSoft development toolsets Ability to plan and lead application development activities
Conversion Lead	X	X		<ul style="list-style-type: none"> Lead overall conversion effort Work to define conversion standards and requirements Coordinate with legacy systems 	<ul style="list-style-type: none"> Extensive knowledge of PeopleSoft HCM 9.2 data Knowledge of leading practices and skills in data cleansing and data migration Ability to plan and lead data conversion activities
Application and Conversion Developers	X	X	X	<ul style="list-style-type: none"> Develop and unit test approved application components Design and develop data conversion programs; execute mock conversions Create unit test plans to detail test conditions and expected results Set up test data Support testing activities and correct testing defects Test code changes and resolve differences between expected and actual results 	<ul style="list-style-type: none"> Skills in modern computer programming languages Familiarity with user-centric design practices Ability to execute application development activities in an iterative development approach Knowledge of GEAC data structure for mapping and extraction Experience to address data cleansing needs in GEAC identified during mock conversions

1.6 GOVERNANCE

The preliminary levels of Project governance are delineated in Figure F7-4. The levels of governance will be finalized during the Project initiation activities. The Project governance structure identifies how the HCM-Payroll Modernization Project should be governed and organized, including executive management, sponsors, Project management, and Project Team personnel. The Executive Governance Committee (the “Executive Governance Committee”) will consist of the Indiana Auditor of State, the Director of State Personnel, the State Chief Information Officer, the State Budget Director and possibly other State department or agency heads chosen from time to time by the State Auditor at his/her sole discretion. The

structure also provides direction for Project management, timely decision-making, and ultimately, Project success.

Figure F7-4. HCM-Payroll Modernization Governance Structure.



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1.7 PAYMENT

The terms and conditions for payments are set forth in the Base Contract, the Implementation Services and Post Go-Live Support Services Payment Schedule set forth in Exhibit A to the Base Contract and the Optional Implementation Services Payment Schedule set forth in Exhibit B to the Base Contract.

1.8 ACCENTURE'S REQUIRED DELIVERABLES

Accenture's required Deliverables with descriptions of anticipated Deliverable components are set forth below and further detailed in this SOW. The required Deliverables will be provided in the formats (e.g. Microsoft Word, PowerPoint, Project or Excel) as set forth below.

Deliverable	Description	Project Stage	Proposed Deliverable Format	SOW Section	Anticipated Deliverable Components
Weekly Status Reports	This PMO report outlines the activities of the week that require leadership attention for successful planning and necessary escalation.	All Stages	MS Word or PowerPoint	N/A	<ul style="list-style-type: none"> • Changes to scope, schedule or budget • Major task completions • Major task delays • Planned near-term activities • Major risks, issues, concerns • Plans for risks and issues • Security issues • Status of all Project performance indicators
Monthly Status Reports	This PMO report outlines the activities of the month that require leadership attention for successful planning and necessary escalation.	All Stages	MS Word or PowerPoint	N/A	Similar to Acceptance Criteria for Weekly Status Reports at a detail level suitable for Executive Governance Committee.
# 1 Project Work Plan	This Deliverable details Project mobilization and documents updates to the Project approach, organization plan and SOW as appropriate.	Plan	MS Word	2	<ul style="list-style-type: none"> • Launch Organization Structure • Governance Structure • Final Change Control Process • Quality Assurance Approach • Status Report Format • Status Meeting Format • Updated Approach • Updated SOW
# 2 Project Plan	This Deliverable details the Project tasks, Deliverables, schedule, milestones, and resources assigned to the tasks in Microsoft Project.	Plan	Various	2	<ul style="list-style-type: none"> • Initial summary level: <ul style="list-style-type: none"> - Project Task Plan - Project Gantt - Work Breakdown Structure - Milestones Plans - Resource Plans
# 3 Project Management Plan	This Deliverable details the overall program management approach and planning required for achieving program objectives. This Plan	Initiate	Various	2	<ul style="list-style-type: none"> • Project management tools • Scope and schedule management

	describes the tools, environment and day-to-day methodology used to track and report on the Project				<ul style="list-style-type: none"> • Document Plan • Issues and Issue management plans • Subcontractor management • Cost Management • Deliverable Acceptance management • Communication management • Resource management
# 4 Upgrade Strategy and Plan	This Deliverable outlines the functional and technical sequence of activities required to complete the PeopleSoft HCM 9.2 upgrade and implementation of the additional modules.	Initiate	Various	2	<ul style="list-style-type: none"> • An updated, progressively more detailed: <ul style="list-style-type: none"> - Project Task Plan - Project Gantt - Work Breakdown Structure - Milestones Plans - Resource Plans
# 5 Organizational Change Management Strategy and Plan	This Deliverable documents the approach for engaging with stakeholders throughout the implementation to prepare for transition to the new State business processes and functionality.	Adopt	Various	11	<ul style="list-style-type: none"> • Organization Change Management Strategy • Organization Change Management Plan including: <ul style="list-style-type: none"> - Project Task Plan - Project Gantt - Work Breakdown Structure - Milestones Plans - Resource Plans
# 6 Requirements Validation Document w/RICEFW Inventory	This Deliverable details the RICEFW inventory identified to address various stage requirements associated with the PeopleSoft HCM 9.2 upgrade and implementation of the additional modules.	Adopt	MS Excel	5	<ul style="list-style-type: none"> • Reports Inventory • Interfaces Inventory • Conversions Inventory • Extensions Inventory • Forms Inventory • Workflow Inventory
# 7 Retrofit Validation Document	This Deliverable consists of the Retrofit Validation Document and the Technical Blueprint Document. The Retrofit Validation Document details the outcome of upgrade analysis (drop/keep) that specifically identifies PeopleSoft customizations that are categorized for the PeopleSoft HCM 9.2 retrofit.	Adopt	MS Excel	3	<ul style="list-style-type: none"> • Retrofit Validation Document

# 8 Communication Strategy and Plan	This Deliverable documents the approach for communicating with stakeholders and the initial plan of communication activities for the implementation.	Adopt	MS Word	11	<ul style="list-style-type: none"> • Communications Strategy • Communications Plan including: <ul style="list-style-type: none"> - Project Task Plan - Project Gantt - Work Breakdown Structure - Milestones Plans - Resource Plans
# 9 Future State Process Definition	This Deliverable provides new process definitions and flow charts for the State specific processes that require adoption to a modified process going forward. These future-state processes differ from current practice or policy in place with GEAC or PeopleSoft HCM 9.1 system.	Adopt	Various	4	<ul style="list-style-type: none"> • Process model inventory • Business process design flows
# 10 Change Readiness Assessment 1 (“Change Readiness Assessment 1”)	This Deliverable documents the approach and activities to conduct the remaining Change Readiness Assessments and provides analysis of the assessment results.	Adopt	Various	11	<ul style="list-style-type: none"> • Change Readiness Assessment 1 • Responses inventory • Response analysis document • Readiness recommendations • Change progress reports
# 11 Position Definition Approach	This Deliverable documents the approach for reviewing and validating the skills and positions of the future State organization for State.	Adopt	MS Excel	11	<ul style="list-style-type: none"> • Approach and Strategy Document • Skills and Positions Inventory • Consultation, analysis, tools and templates, monitoring and reporting
# 12 Agency Readiness Scorecard (the “Agency Readiness Scorecard”)	This Deliverable tracks the completion of tasks by each agency and provides an overall view of readiness of agencies.	Adopt	MS Excel	11	<ul style="list-style-type: none"> • Agency Readiness Scorecard • Consulting, coaching, collecting, analyzing, monitoring and reporting results
# 13 Test Management Strategy and Plans	This Deliverable documents the test approach, schedule, metrics/reporting, test conditions/ test scripts and test cycles for each test stage. An initial Test Plan will be produced for System Testing, Integration Testing, User Acceptance Testing, payroll parallel testing,	Adopt	MS Word	9	<ul style="list-style-type: none"> • Test strategy and approach • Test schedule, metrics/reporting, test conditions/ test scripts and test cycles for each test stage.

	Performance Testing, and Operational Readiness Testing.				<ul style="list-style-type: none"> High level test plans for System Testing, Integration Testing, User Acceptance Testing, payroll parallel testing, Performance Testing, and Operational Readiness Testing.
# 14 Security Management Plan	This Deliverable details the PeopleSoft application security design for the all in-scope PeopleSoft HCM 9.2 modules. It includes the overall plan for designing, building, and validating the PeopleSoft HCM 9.2 application security. It will outline the roles and responsibilities for the penetration test activities between the Accenture and State Security SMEs.	Adapt	MS Word	8	<ul style="list-style-type: none"> Security strategy and approach PeopleSoft application and tool security designs PeopleSoft applications and tool security builds Penetration test plans
# 15 End-User Training Strategy and Plan (the "End-User Training Strategy and Plan")	This Deliverable documents the initial plan, high level approach, resources and timeline used for the development of end-user training material and delivery.	Adapt	MS Word	10	<ul style="list-style-type: none"> Training strategy and approach Training schedule, metrics/reporting, test conditions/ test scripts and test cycles for each test stage. Training plans for the Project Team and end-user training.
# 16 Solution Configuration Design and Build Deliverable (the "Solution Configuration Design and Build Deliverable")	The Solution Configuration Design and Build Deliverable is the repository for all configurations done in the Human Capital Management-Payroll Modernization System (the "HCM-Payroll Modernization System") sorted by module and business process. This configuration workbook document will serve as quick reference guide for all Project personnel involved in system maintenance after Go-Live. Project personnel will utilize this guide to quickly identify all configuration aspects of a business process that will be impacted by a change to the existing business process or application upgrade.	Adapt	MS Excel	4	<ul style="list-style-type: none"> Configuration strategy and approach Configuration design repository Configuration build repository
# 17 RICEFW Design Specifications 1	This Deliverable is the repository for the functional design for a given development object associated with modifications. This document will serve as quick reference guide for	Adapt	MS Word	5	Initial repository for: <ul style="list-style-type: none"> Functional Design Specifications

	Project personnel involved in system maintenance after Go-Live. Project personnel will utilize this guide to quickly identify all modification aspects of a business process that will be impacted by a change to the existing business process or application upgrade.				
# 18 RICEFW Design Specifications 2	This Deliverable is the repository for the functional design for a given development object associated with modifications. This document will serve as quick reference guide for Project personnel involved in system maintenance after Go-Live. Project personnel will utilize this guide to quickly identify all modification aspects of a business process that will be impacted by a change to the existing business process or application upgrade.	Adopt	MS Word	5	Revisions and updates to the initial repository for: <ul style="list-style-type: none"> • Functional Design Specifications
# 19 Change Readiness Assessment 2 ("Change Readiness Assessment 2")	This Deliverable documents the approach and activities to conduct the remaining Change Readiness Assessments and provides analysis of the assessment results.	Adopt	Various	11	<ul style="list-style-type: none"> • Change Readiness Assessment 2 • Responses inventory • Response analysis document • Readiness recommendations • Change progress reports
# 20 Parallel Payroll Test Plan	This Deliverable identifies the test activities, approach, and high-level test conditions used for the validating and comparing test results between GEAC and PeopleSoft HCM 9.2 during parallel testing.	Adapt	MS Word	9	<ul style="list-style-type: none"> • Detailed parallel test strategy and approach • Parallel test schedule, metrics/reporting, test conditions/ test scripts and test cycles for each test stage. <ul style="list-style-type: none"> - Detailed test plans for payroll parallel testing
# 21 RICEFW Build Specifications 1	This Deliverable documents PeopleSoft technical design related components that cover program flows, program pseudo code, error logic, and custom object specifications.	Validate	MS Word	5	Initial repository for Technical Design components and specifications including: <ul style="list-style-type: none"> • program flows • pseudo code • error logic • customer object specifications
# 22	This Deliverable documents PeopleSoft technical design related	Validate	MS Word	5	Revisions and updates to repository for

RICEFW Build Specifications 2	components that cover program flows, program pseudo code, error logic, and custom object specifications.				Technical Design components and specifications including: <ul style="list-style-type: none"> • program flows • pseudo code • error logic • customer object specifications
# 23 RICEFW Build Specifications 3	This Deliverable documents PeopleSoft technical design related components that cover program flows, program pseudo code, error logic, and custom object specifications.	Validate	MS Word	5	Revisions and updates to repository for Technical Design components and specifications including: <ul style="list-style-type: none"> • program flows • pseudo code • error logic • customer object specifications
# 24 Change Readiness Assessment 3 (“Change Readiness Assessment 3”)	This Deliverable documents the approach and activities to conduct the remaining Change Readiness Assessments and provides analysis of the assessment results.	Adapt	Various	11	<ul style="list-style-type: none"> • Change Readiness Assessment 3 • Responses inventory • Response analysis document • Readiness recommendations • Change progress reports
# 25 System Integration Test Results 1	This Deliverable documents the test results of various integrations between internal and external entities related to the PeopleSoft HCM 9.2 modernization and implementation including PeopleSoft Payroll and PeopleSoft Absence Management modules.	Validate	MS Excel	9	Initial systems integration results document including: <ul style="list-style-type: none"> • Integration Test scripts and conditions • Expected Integration Test results • Actual Integration Test results • Integration Test defects and applied fixes
# 26 Train-the-Trainer Materials	This Deliverable provides the materials developed to support trainer preparation, documents the activities completed to prepare State trainers for training delivery, and captures the participation of State trainers.	Validate	MS Word	10	<ul style="list-style-type: none"> • Classroom materials to support the classroom training efforts that have been customized to address specific software configuration and customizations

					<p>made as part of the Project.</p> <ul style="list-style-type: none"> • A stable, tested training environment pre-loaded with representative converted reference and historical data • Training support for State trainers prior to and during training before Go-Live
# 27 System Integration Test Results 2	This Deliverable documents the test results of various integrations between internal and external entities related to the PeopleSoft HCM 9.2 modernization and implementation including PeopleSoft Payroll and PeopleSoft Absence Management modules.	Validate	MS Excel	9	<p>Revised and updated systems integration results document including:</p> <ul style="list-style-type: none"> • Integration Test scripts and conditions • Expected Integration Test results • Actual Integration Test results • Integration Test defects and applied fixes
# 28 Parallel Payroll Test Results	This Deliverable documents the parallel payroll test results produced from PeopleSoft HCM 9.2 and GEAC using mock conversion data, such as gross-to-net calculations.	Validate	MS Excel	9	<p>Parallel test results document including:</p> <ul style="list-style-type: none"> • Parallel test scripts and conditions • Expected Parallel test results • Actual Parallel test results • Parallel test defects and applied fixes
# 29 Mock Conversion Validation Results for 3 Mock conversions	This Deliverable documents the results of the mock conversion scripts and the fixes identified due to the mock conversion. Data integrity as well as data quality issues will be addressed.	Validate	MS Excel	7	<ul style="list-style-type: none"> • Mock conversion strategy and approach • Mock conversion activities and timeline • Mock conversion validation and reconciliation reports • Mock conversion results documents
# 30	This Deliverable documents the test results of various integrations	Validate	MS Excel	9	<p>Revised and updated systems integration</p>

System Integration Test Results 3	between internal and external entities related to the PeopleSoft HCM 9.2 modernization and implementation including PeopleSoft Payroll and PeopleSoft Absence Management modules.				results document including: <ul style="list-style-type: none"> • Integration Test scripts and conditions • Expected Integration Test results • Integration Test results • Integration Test defects and applied fixes
# 31 Post Go-Live Support Plan	This Deliverable details the planning of activities associated with systems operation, Help Desk, Level 2 support items, resources, prioritization, and resolution.	Validate	MS Word	13	<ul style="list-style-type: none"> • Post Go-Live Support Strategy and Approach • Post Go-Live Support Plans for first 6 months following Go-Live including: <ul style="list-style-type: none"> • recommended support organization • recommended payroll batch setup • PUM Strategy
# 32 Training Materials Complete	This Deliverable provides the completed HCM, PeopleSoft Payroll and PeopleSoft Absence Management training materials prepared for State delivery to end-users.	Validate	Various	10	<ul style="list-style-type: none"> • End-User Training Strategy and Plan • Knowledge transfer approach • End-user training needs assessment • End-user training curriculum • End-user training materials
# 33 Final Go/No-Go Checklist	This Deliverable is a detailed list of key cut over outcomes required for successful system migration to the PeopleSoft HCM 9.2. These outcomes on the checklist are used to declare the HCM-Payroll Modernization Project's readiness to commence final data conversion and system cutover to PeopleSoft HCM 9.2.	Validate	MS Excel	12	<ul style="list-style-type: none"> • Complete and itemized list of required outcomes from Migration to PeopleSoft HCM 9.2. • Complete and detailed checklist establishing system readiness for final data conversion and system cutover.
# 34 Go-Live Cutover Plan	This Deliverable details when and how the application gets rolled out to the target deployment groups and sites, as well as the tasks necessary	Validate	MS Excel	12	<ul style="list-style-type: none"> • Go-Live Cutover Approach and Strategy

	to prepare for the rollout. It also documents State agency impacts and deployment task dependencies. The plan will cover the timeframe forty-five (45) calendar days before Go-Live and thirty (30) calendar days after Go-Live.				<ul style="list-style-type: none"> • Go-Live Cutover Plan including: <ul style="list-style-type: none"> - Project Task Plan - Project Gantt - Work Breakdown Structure - Milestones Plans - Resource Plans - Potential issues and preventative actions
# 35 Change Readiness Assessment 4 ("Change Readiness Assessment 4")	This Deliverable documents the approach and activities to conduct Change Readiness Assessment 4 and provides analysis of the assessment results.	Deploy	Various	11	<ul style="list-style-type: none"> • Change Readiness Assessment 4 • Responses inventory • Response analysis document • Readiness recommendations • Change progress reports
# 36 Final Sign Off of Complete Implementation (hold back payment)	This Deliverable documents the State's acceptance of the Implementation Services. Final Sign Off of Complete Implementation (hold back payment) is based on the final sign off of the implementation after Go-Live when all severity 1 issues have been resolved.	Deploy	MS Word	12	<ul style="list-style-type: none"> • Documented outline of the completion of all implementation activities and Deliverables • Contractor and State sign-off
# 37 Knowledge Transfer Plan Summary	This Deliverable outlines various knowledge transfer activities planned by the Accenture team with the State production operations personnel to transition production support activities to be performed during and beyond the six (6) month Post Go-Live Support Period.	Post Go-Live Support	MS Excel	13	<ul style="list-style-type: none"> • Knowledge Transfer Strategy and Approach • Knowledge Transfer activities and timeline
# 38 Post Go-Live Status Report (Month 1)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13.2	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the number of tickets logged, number of tickets resolved, and high visibility defects.
# 39 Post Go-Live Status Report (Month 2)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the

					number of tickets logged, number of tickets resolved, and high visibility defects.
# 40 Post Go-Live Status Report (Month 3)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the number of tickets logged, number of tickets resolved, and high visibility defects.
# 41 Post Go-Live Status Report (Month 4)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the number of tickets logged, number of tickets resolved, and high visibility defects.
# 42 Post Go-Live Status Report (Month 5)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the number of tickets logged, number of tickets resolved, and high visibility defects.
# 43 Post Go-Live Status Report (Month 6)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the number of tickets logged, number of tickets resolved, and high visibility defects.
# 44 Project Closeout Report (hold back payment)	This Deliverable details the status of the implementation of the HCM-Payroll Modernization System including the achievement of the HCM-Payroll Modernization Project Goals and Objectives. Further, it details recommendations from Accenture that would help the State	Post Go-Live Support	MS Word	13	<ul style="list-style-type: none"> Status of the implementation of the HCM-Payroll Modernization System including the achievement of the overall HCM-Payroll

	in developing a long-term strategy to manage PeopleSoft HCM 9.2.			Modernization Project Goals and Objectives <ul style="list-style-type: none"> • Inventory of open operation issues and recommended resolution plans • Recommendations for a long-term support approach and strategy • Transition document for the Accenture PeopleSoft Upgrade Toolkit
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1.9 ACCENTURE’S DELIVERABLES FOR OPTIONAL IMPLEMENTATION SERVICES

Accenture’s Deliverables to be completed in connection with the Optional Implementation Services, to the extent requested by the State, pursuant to Article III, Section 2.B of the Base Contract, are described below:

- OCM Change Management/Readiness Consultant Services

Change management/readiness services from a professional change management resource with the same skillsets, responsibilities, and knowledge as the Change Management / Readiness Resources role described in Figure F7-3. These services will be provided Onsite.

- OCM Training Consultant Services

Training services from a professional training resource with the same skillsets, responsibilities, and knowledge as the Training Resources role described in Figure F7-3. These services will be provided Onsite.

- Advisory Support Coverage Services

The service includes optional support each month from professional support resources with a minimum of five years of experience supporting solutions similar in scope to PeopleSoft HCM 9.2. The State may request the monthly support service for any month by providing 30 days’ advance notice. The State will determine whether the support will be provided remotely or Onsite. Contractor will provide a support summary report for each month of requested services.

1.10 DELIVERABLE ACCEPTANCE CRITERIA

Acceptance of all Deliverables identified in this SOW will be based on Acceptance Criteria confirmed by Accenture and the State.

As part of the planning for each Deliverable, the State and Accenture Project management staff will develop and complete a detailed, mutually agreed upon Acceptance Criteria document (the “Acceptance Criteria Document”), which will set forth the Acceptance Criteria for each Deliverable listed in Sections 1.8 and 1.9

herein. The following factors will be considered for acceptance of each Deliverable and will be set forth in the Acceptance Criteria Document:

- Level of detail of the Deliverable
- Format of the Deliverable
- Deliverable Acceptance Criteria
- Revision history
- Deliverable summary
- Introduction
- Approach to Deliverable development
- Content
- Process (collaboration needs if necessary)
- Input Deliverables
- Deliverable updates
- Resources needed
- Interdependence between the Deliverable and the impact of meeting deadlines on delivery and review on the dependent Deliverable assumptions and open items
- Critical success factors
- Exceptions to Deliverable
- Deficiency correction date (if applicable)
- Review committee
- Required signatures

The Acceptance Criteria Document will be jointly developed and finalized prior to commencing Work upon each Deliverable. Prior to the commencement of the Work on each Deliverable, if the Acceptance Criteria set forth in the Acceptance Criteria Document for such Deliverable is new or different from the Acceptance Criteria set forth in the then current form of Section 1.8 or 1.9 herein, then such revised or new Acceptance Criteria shall be entered into Section 1.8 or 1.9 herein and shall be treated as a Contract Modification requiring the execution of the revised SOW by the State Auditor and Accenture or, if required, an Amendment requiring the execution of the Base Contract, Exhibit A or B thereto and this SOW, as appropriate, by the State Auditor and Accenture and approved by the same approving State agencies to the Base Contract.

Deliverable Acceptance Process

All Deliverables require written “Acceptance” by the State Auditor in accordance with the following procedures. The State and Accenture acknowledge that the Acceptance process set forth herein will be facilitated by ongoing consultation between the State and Accenture and collaboration on key decisions.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. The review period (the “Review Period”) will be deemed to have started on the day the State Auditor receives the Deliverable and the certification of such Deliverable as such by Accenture.

The Review Period shall be five (5) business days for written Deliverables of one hundred (100) pages or less and fifteen (15) business days for all other Deliverables. The duration of the Review Period will be doubled if the State has not reviewed an interim draft of a written Deliverable prior to its submission to the State Auditor. The State Auditor agrees to notify Accenture in writing by the end of the Review Period either stating that the Deliverable has been accepted by the State in the form submitted by Accenture or rejected with a description of the deficiencies that shall be corrected prior to Acceptance of the Deliverable. If the State Auditor delivers to Accenture a rejection notice of one or more deficiencies, Accenture will correct the described deficiencies as set forth in the caption "Deliverable Rejection and Deficiency Correction" below.

Upon receipt of a corrected Deliverable from Accenture, the State will have an additional period of time, equal to the length of the original Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

Deliverable Rejection and Deficiency Correction

If a deficiency is found and a Deliverable is rejected, the State Auditor will notify Accenture in an email notice describing the deficiencies that are the basis for the State's decision to reject the Deliverable. The State Auditor may, but shall not be required to, conditionally accept in writing a Deliverable that contains non-material deficiencies if the State Auditor elects to permit Accenture to remedy them after conditional Acceptance. In which case, Accenture will work diligently within the prescribed timeline to correct all deficiencies in the Deliverable that remain outstanding at the time of such conditional Acceptance by the State Auditor.

In addition to all other rights and remedies under this Contract, the State, in its discretion, may require Accenture to repair or remedy a rejected Deliverable. In which case, the State Auditor shall provide sufficient detail in the email notice to allow Accenture to remediate the related work-product. Upon such notice, Accenture shall within five (5) business days or other time period agreed to by the State Auditor, and without charge to the State, cure such deficiencies or re-perform such Deliverable. The State Auditor may, at its discretion, allow a period longer than five (5) business days in consideration of the scope of the deficiencies. Except as to any latent defects, Accenture shall not be responsible for deficiencies not discovered or identified by either Party; provided, that, Accenture shall not be responsible for any latent defects after the date of acceptance of Deliverable # 44. The Parties agree that payment of an invoice shall not be deemed Acceptance of any Deliverable.

If Accenture is unable to correct all deficiencies by the deadline set forth above, the State Auditor may, at its discretion and option and in addition to all other rights and remedies under this Contract, including but not limited to Article III, Sections 46 and 54 of the Base Contract: (i) demand that Accenture cure the deficiencies and give Accenture additional time to cure the deficiencies at the sole expense of Accenture; (ii) cure the deficiencies by self-help, either using State resources or by using other third-party contractors, in which event Accenture shall bear all costs and expenses incurred by the State in curing the deficiencies; or (iii) terminate this Contract for default.

Protection from Damage

Accenture shall continuously protect all Deliverables and backups prior to their Acceptance and while in Accenture's possession or control from damage, destruction or loss resulting from or caused by the acts or omissions of Accenture in connection with the Services. Deliverables housed or stored in the State's SharePoint shall not be considered within Accenture's possession or control. After the State Accepts a Deliverable, the risk of loss or damage shall be borne by the State, except loss or damage attributable to Accenture's acts or omissions.

1.11 CHANGE CONTROL PROCESS

Either the State or Accenture may request changes to the SOW at any time (each, a “Change Request”). Because such changes could significantly affect critical aspects of the Work being performed, all changes requested must follow the formal HCM-Payroll Modernization Project Change Control Process to gain approval. The Project Team is responsible for completing all required documentation to request and justify changes. The following process shall be used for scope, schedule, or cost changes.

Change Requests shall be submitted by the State or Accenture to the Change Control Board (the “CCB”). The CCB shall be comprised of the State Project Leader and the Accenture Sr. Project Manager. The State’s Sr. Project Manager shall serve as the Secretary of the CCB.

Change Requests must be sponsored by a State manager (i.e., HCM, payroll, technical, PMO or Organizational Change Management). To initiate a Change Request, the State or Accenture shall send an email request to the CCB. The request should include a priority designation.

- Priority 1 – Urgent and Major Impact
- Priority 2 – Urgent and Minor Impact
- Priority 3 – Not Urgent and Major Impact
- Priority 4 – Not Urgent and Minor Impact

The Project Team manager must receive authorization from the CCB to proceed with the Change Request.

Change Requests shall be developed using an approved Change Request Template. Analysis will be in accordance with Article III, Section 9 of the Base Contract and shall include impacts to business requirements, cost, schedule and State and Accenture resources. Change Requests will be presented to the CCB and the merits of each Change Request shall be discussed collaboratively between the CCB, Accenture and affected stakeholders.

Within five (5) business days, the CCB shall either:

- Approve the Change Request
- Reject the Change Request
- Request additional information
- Present the Change Request to the Executive Governance Committee

Change Requests and their disposition shall be documented in a Change Control Log maintained by the CCB. Change Requests approved by the Parties shall be incorporated into the terms of this SOW.

To the extent there is disagreement within the CCB, The Executive Governance Committee shall make the final determination as to whether the approved Change Request shall be implemented as: (1) a fixed-price change order; (2) a trade-off of hours from scope reduction; (3) a “time and materials” change order; (4) a reduction in scope change; or (5) a schedule impact change order (e.g., a time extension for a Deliverable).

If the Change Request would result in an amendment to the Base Contract, any increase in the costs described therein or in Exhibit A or Exhibit B thereto or any reduction in the scope of Services to be provided by Accenture without a corresponding appropriate reduction in the cost of such reduced Services, such amendment shall be treated as an Amendment under the Contract, and the Contract shall be accordingly

amended. If not, such amendment shall be treated as a Contract Modification under the Contract, and the Contract shall be accordingly amended.

Once the Change Request has been approved and implemented, the Change Request shall be closed by the CCB.

2. PROJECT MANAGEMENT

The Project Management Office (“PMO”) will consist of the Project Leaders, Project Managers, State administrative staff (as appropriate), IV&V (if applicable), and Accenture. The IV&V will be selected by the State to assist with Project risk management, oversight and related activities.

The PMO shall be responsible for providing Project management and administrative support services. The PMO will generate and provide Project management analysis and information to HCM-Payroll Modernization Project management.

2.1 MAJOR ACTIVITIES

The following activities shall occur throughout the entire execution of the Project.

State Oversight

The State retains all final decision-making power, rights, discretion and authority under the Contract in the evaluation of the Project and acceptance/approval of the Work being performed.

To support the State in its oversight, the Parties agree as follows:

- Accenture’s Sr. Project Manager will report to the State’s Project Leader.
- All issues and decisions that cannot be resolved or made by the State’s Project Leader will be escalated to the State’s Project executives who will then make the required decision or escalate further to the Executive Governance Committee. The State’s Project Leader and State Project executives will be responsible for deliberating within the State when needed.
- The State Project Leader’s review and approval will be required to close milestones and to begin work on the next milestone.
- The Executive Governance Committee will meet monthly and may meet more frequently when necessary to review milestone completion or to approve beginning work on a new milestone.
- The State’s Project executives together with the State’s Project Leader will set the agenda for all Executive Governance Committee meetings. Accenture will be consulted on agenda items and will support the State’s Project Leader and Project executives, as necessary and/or upon request.
- Accenture’s HCM / Payroll Project Lead, Sr. Project Manager, and designated Accenture executives will attend Executive Governance Committee meetings to present status, provide analysis and recommendations related to needed decisions or issues requiring resolution, and answer questions that may arise during the course of the meeting. Other Accenture personnel may attend, upon request by the Executive Governance Committee, to provide background, analysis, or a presentation on a topic scheduled for a particular meeting. The Executive Governance Committee reserves the right at its sole discretion to hold meetings or to discuss a particular topic without any Accenture personnel or representatives in attendance.

Project Plan

During the Plan stage, Accenture will create a written “project plan” in an agreed format that provides a detailed plan for the entire Project, including: Project management activities, tasks, schedules, dependencies, critical paths, responsible Parties, roles and responsibilities of Project Team members, detailed staffing plan, Deliverables, duration of specific Work components, start and end dates, and milestones (“Project Plan”). The Project Plan should be accessible via Microsoft Project 2010® or any newer version obtained by the State.

At the conclusion of the Adopt stage, Accenture will revise the Project Plan for the remainder of the Project.

This same update process will continue for the remaining stages of the Project.

Throughout the Project, Accenture’s Sr. Project Manager will be responsible for monitoring and updating the Project Plan continuously and revising and developing further detail as appropriate.

The Project Plan will not be the only tool used to manage the day-to-day tasks of each Project Team member. The Project Plan will be supplemented by a SharePoint document management collaboration tool and Excel tracking inventories. Where possible, duplication in tracking activities will be minimized to provide the Project Team with an efficient and effective approach to managing Deliverables and status. The Accenture team leads will be responsible for day-to-day management of Accenture team members. The team leads will break day-to-day oversight down into manageable tasks, documented clearly with expected due dates, and will assign those tasks to team members. The respective team leads will report status, risks, and issues to HCM-Payroll Modernization Project management.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Create Project Plan• Routinely monitor and update the Project Plan• Capture hours worked and estimates through Project completion• Report on Project Plan metrics	<ul style="list-style-type: none">• Review and approve changes to the Project Plan• Report hours worked and estimates through Project completion into the Project Plan• Create and maintain State-assigned tasks

Status Reporting and Status Meetings

Accenture’s Sr. Project Manager will provide to the State weekly status reports relative to the Project Plan to the State Project leadership for the duration of the Project. Project weekly status reports will show the Project’s progress and provide information from the previous week’s activities as well as upcoming activities (“Status Report”). Weekly Status Reports are due by end of day on Wednesday the week following the reporting period. If a State holiday occurs during one of the report preparation days (Monday through Wednesday of the week following the reporting period), a grace period of one (1) day will be allowed for the submittal of the report.

Status Reports will contain the following items:

- A listing of departures or deviations from the Project schedule with explanations of causes and effects on other areas, and remedies to achieve realignment.
- Changes to Project objectives, scope, schedule, or budget.
- A listing of tasks completed since the last report.

- Tasks that were delayed and reasons for delay, with revised completion dates, percent complete, other applicable Project metrics and remediation steps.
- Updates for previously delayed tasks.
- Planned activities for the next scheduled period.
- Summary of major concerns, risks, and issues encountered, and resolutions.
- Identification and discussion of security issues.
- Any other topics that require attention from the State Project Leader and/or Executive Governance Committee.

Weekly status meetings will be held as mutually agreed. The Project Managers and team leads from Accenture and the State will attend those meetings. The Accenture Sr. Project Manager will organize and lead the meeting. The weekly Status Report will drive the discussion.

Executive Governance Committee meetings will occur monthly or as needed. The Accenture HCM / Payroll Project Lead and Sr. Project Manager are expected to attend these meetings, unless the Executive Governance Committee is meeting without the presence of any Accenture personnel. The State Project Leader will be responsible for the development of the Executive Governance Committee meeting presentation and the agenda for the meeting. The Accenture Sr. Project Manager will provide assistance in developing the presentation unless the Executive Governance Committee is meeting without the presence of any Accenture personnel.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Create Status Report template • Provide weekly Status Reports • Conduct weekly status meetings • Attend Executive Governance Committee meetings, if invited 	<ul style="list-style-type: none"> • Review and approve Status Report template • Attend weekly status meetings • Develop Executive Governance Committee presentations • Conduct monthly or ad-hoc Executive Governance Committee meetings

Documentation Plan

The Documentation Plan will be developed by Accenture and the State during the Plan and Initiate stages to facilitate the management of documents and Deliverables for the Project. The Documentation Plan will be developed utilizing Accenture’s management methodology and practices including:

- Establishing and communicating a standard directory structure
- Establishing and monitoring document naming conventions and standards
- Capturing and reporting on standard document elements, such as version number, author, change history and rationale, participants in document creation, and approvals
- Establishing and enforcing procedures for updates to existing documents and Deliverables, including notifications and approvals, and co-authoring of documents where necessary.

Documents and Deliverables will be stored on a Project-specific SharePoint site. SharePoint will be provided by the State, using a template provided by Accenture.

The PMO team will be responsible for organizing Project documentation. The Project Team will use Project documents to define and refine Project scope, to communicate status, design decisions, business process

flows, and many other critical aspects of the Project. Managing and maintaining documentation, manuals, and source code libraries is a normal part of the Project activities.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Set up SharePoint directory structure • Provide, and update as necessary, documentation templates • Develop documents that conform to formats and standards as agreed upon with the State • Provide documentation content from AESG 	<ul style="list-style-type: none"> • Provide SharePoint site • Review and approve documentation templates • Review and approve documentation during the Project lifecycle produced by both Accenture and the State in a timely and efficient manner • Provide Project Team with updated Contractor documentation

Risk Management

Accenture will create a Risk Management Plan during the Plan and Initiate stages that details foreseeable risks, estimated related impact, and defined responses and a process for ongoing risk identification and resolution. Accenture will lead risk management activities with the active support of the State in the process. The PMO team will use the Risk Management Plan to assess, respond to and manage risks.

The PMO team shall update the risk register document to report on the status of identified risks and any proposed or implemented risk mitigation activities. The updated risk register document shall be reviewed on a monthly basis, unless a risk element occurs, in which case it shall be reflected in the updated risk tracking document which shall be provided as part of the weekly Status Report.

Risks will become issues when they reach a threshold predetermined by the PMO team as documented in the Risk Management Plan (“Issue”). Issues will be published in the Status Report.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Conduct risk register document review meeting on at least a monthly basis • Identify risks and mitigation strategies and activities • Report on major risks in the weekly Status Report 	<ul style="list-style-type: none"> • Participate in risk management activities • Identify risks and implement mitigation strategies

Issue Management

Accenture will implement Issue mitigation and management activities with the active participation of the State in the process. The PMO team will use an Issue management plan developed by Accenture and the State during the Plan and Initiate stages.

Issues that arise during the Project will be logged in an agreed Issue Tracking Tool, reviewed and monitored on a weekly basis. The PMO team will lead the implementation of an Issue management process that focuses on early issue identification, tracking and reporting, prioritizing and analyzing, escalation and prompt resolution procedures. “Critical” and “High” risk Issues should be included as a subsection in the weekly Status Reports.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> Identify Issues and resolutions Report on major issues in the weekly Status Report Develop Risk Tracking Tool 	<ul style="list-style-type: none"> Participate in issue management activities Identify issues and resolutions

Quality Assurance

Accenture’s Quality Assurance approach combines leading industry practices with internal proprietary practices that provide:

- Tools to evaluate quality and monitor performance
- Processes that help to provide an early warning/detection system to identify and address issues
- Standard quality methodologies and performance metrics
- Quality reviews throughout the lifecycle

The approach includes layers of quality review, client satisfaction surveys and adherence to quality guidelines and standards (collectively, the “Quality Assurance Approach”).

The Quality Assurance Approach is comprised of the following major activities:

- Develop quality guidelines for development and testing
- Conduct monthly process and Project quality assurance reviews
- Conduct quarterly client quality assurance reviews from an outside observer that also includes the establishment and evaluation of stakeholder expectations
- Conduct annual client satisfaction survey
- Conduct Expectations Management sessions with State executives
- Work with agencies to ensure adoption of and adherence to Project quality assurance standards

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> Implement Accenture’s Quality Assurance Approach that combines leading industry and proprietary practices Conduct quality reviews per the Project Plan Create Project and process quality reports for quarterly client assurance reviews 	<ul style="list-style-type: none"> Communicate Project quality standards to agencies Make the appropriate client stakeholders available for periodic meetings Respond to the annual client satisfaction survey Assist agencies in meeting Project quality assurance standards

Performance Management

Project performance management includes the identification of a standard set of indicators for the Project and provides clear guidance to Project Team members in recording, tracking, and reporting indicators across the HCM-Payroll Modernization Project. The performance indicators efficiently, effectively, and consistently measure and report the performance of the Project to all stakeholders. They are evaluation

elements that signal whether the Project is likely to reach its intended outcomes. These indicators are measurable (quantifiable and qualitative) and tracked over time to see trending.

Based on Accenture’s experience with similar projects, Accenture has listed below performance indicators that provide insight into the overall performance of the Project. Individual work streams are likely to use and track additional indicators to manage their day-to-day activities. The State and Accenture will share responsibility for tracking and reporting performance metrics.

Each indicator is given a colored status that gives an indication as to whether the status is positive or negative. The Project will use the following colors and definitions for its status indicators:

- **Green (G):** The Project performance area is on track without material issues.
- **Yellow (Y):** The Project performance area faces a challenge or set of challenges that could, if left unmanaged, negatively impact the Project’s outcome. The Project Team should prioritize corrective action.
- **Red (R):** The Project performance area faces a challenge or set of challenges that threatens its outcome. The Project Team should take corrective action immediately.

The following table provides preliminary Project performance indicators to provide insight to stakeholders across the HCM-Payroll Modernization Project to the overall health of the Project. The State and Accenture will partner to finalize the specifics for each assessment criteria as part of the Project initiation processes.

ID	Assessment Criteria	Indicator Name	Indicator Calculation	Performance Indicator Expectations
1	Cost	Cost Performance Index (CPI)	CPI will be calculated using Microsoft Project	G = .90 – 1.10 Y = .84 - .89 or 1.11 – 1.16 R = < .84 or > 1.16
2	Schedule	Schedule Performance Index (“SPI”)	SPI calculated via Microsoft Project	G = .90 – 1.10 Y = .84 - .89 or 1.11 – 1.16 R = Less than .84
3	Schedule	Schedule variance percentage	Schedule variance percentage as calculated from Microsoft Project	G = <5% Y = >5% and <=11% R = Greater than 11%
4	Risk	Risks transitioned into Issues	Number of risks transitioned into Issues during the measured period	G = 0 or 1 Y = 1 or 2 R = Greater than 3
5	Issue	Overdue Issues	Number of open Issues past their due date, regardless of escalation tier	G = 0 Y = <=2 impacting Project critical path and <5 total open issues R = > 2 impacting Project critical path and >=5 total open issues

ID	Assessment Criteria	Indicator Name	Indicator Calculation	Performance Indicator Expectations
6	Scope	Scope Change Requests	Any open scope-related Change Requests opened during the period which: Increase scope (add Deliverable or complexity); reduce scope (activity, content, or complexity); or change in go/no-go or Deliverable due date	<p>G = No scope Change Requests or Processed Scope Change Requests move, add, or remove Work, but do not have a material impact on the completion of the Project's charter or critical path during the current funding period</p> <p>Y = Processed scope Change Requests move, add, or remove work, with an impact on the critical path during the current funding period, but not the Project's Charter</p> <p>R = Processed scope Change Requests have a material impact on the completion of the Project's Charter</p>
7	Resource	Project staffing	Percentage of planned staff engaged during the period	<p>G = 95% of planned positions staffed per the staffing plan</p> <p>Y = Between 85% and 95% of planned positions staffed per the Staffing Plan</p> <p>R = Below 85% of planned positions staffed per the staffing plan</p>

3. TECHNICAL ARCHITECTURE AND INFRASTRUCTURE DESIGN

Utilizing the Accenture recommended infrastructure capacity as reflected in the Recommended Infrastructure tab of Attachment F1 Technical Requirements as a guideline, the members of the State Technology Team are responsible for validating the plan, procuring hardware, designing, building, and managing the technical infrastructure.

3.1 APPROACH

Activities in the technical architecture scope include the following:

- Software upgrade methodology, related approach, activities, procedures, tools, and templates
- Finalize approach with the State on leveraging AESG pre-configured environments as baselines as appropriate (e.g., for business process walkthrough or base development environment)
- Determine the structure and maintenance plan for the database instances/environments
- Establishment of the following PeopleSoft HCM 9.2 environments, separate from current HCM version 9.1 environments:
 - Development, Upgrade92 , System Test, Gold Configuration
 - Integration Test, conversion, training
 - User acceptance test, pre-production
 - Disaster Recovery and Production
- Work with the business and test leads in developing detailed Environment Plan consisting of:
 - Environment characteristics (full employee data vs. subset)
 - Environment availability timeline
 - Refresh Schedule
 - Backup and Recovery Plan that aligns with State's Recovery Time Objective (RTO) and Recovery Point Objective (RPO).
- Confirm PeopleTools (8.57) and image for PeopleSoft HCM 9.2 Go-Live
 - Enforce patch freeze with above tools and image until Go-Live

3.2 MAJOR ACTIVITIES

Adopt – Deploy Stage Environments

The State will provide a Technical Infrastructure team to support the HCM-Payroll Modernization Project by providing technical leadership and resources for the following services:

- Manage the standard technical infrastructure configuration, environment setup, online availability, user access grants, and user management
- Knowledge and access to existing network environment security infrastructure and identify management solution
- Perform the PeopleTools 8.53.x upgrade

- Initial software installation supporting build-through deployment
- Allocation of storage space, memory, and network infrastructure for HCM-Payroll Modernization System environments with respect to the Project Plan
- Support the Project Teams during Adopt, Adapt, Validate, Deploy, and Post Go-Live Support stages
- Environment and network support (or delegated support access) during standard and non-standard working hours for Project Team members
- Technical assistance with the integration of external software outside the scope of the HCM-Payroll Modernization Project core implementation

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Develop and provide an environment plan for PeopleSoft HCM 9.2 Systems Development Life Cycle (“SDLC”) • Develop a PeopleSoft HCM 9.2 environment deployment timeline for each instance • Confirm appropriate PeopleTools 8.57 planned for the Go-Live of PeopleSoft HCM 9.2 • Provide guidance to State PeopleSoft Admins, DBAs and other system admins during PeopleTools 8.57 upgrade • Provide guidance on best practices to setup PeopleSoft environments and infrastructure • Coordinate with IOT in PeopleSoft HCM 9.2 technical environment operations • Participate in State data recovery activities to revise State’s existing data recovery procedures to account for the introduction of payroll related functions 	<ul style="list-style-type: none"> • Validate Accenture proposed capacity plan before acquiring hardware, per approved concurrency volumes • Provide PeopleSoft HCM 9.2 environments per Project required PeopleTools 8.57 and timeline • Perform PeopleTools 8.57 installation, upgrades and patching of all PeopleSoft HCM 9.2 Project environments • State IT Admin team to perform PeopleTools 8.57 install and upgrade activities, including Server, Storage, Network and third-party product upgrades • Maintain and support Compute, Storage, and Network • Provide technical setup and services related to Oracle Database, PHIRE and other third-party tools • Revise current PeopleSoft HCM DR Plan to account for Web/App Tier migration from Windows to OEL and Oracle RDBMS upgrade • Provide enabling technology support related to Interfaces, Conversion, File distribution • Support Testing activities related to data conversion, batch operations and performance management of Project environments

Technical Architecture Design

The technology team shall consist of those members listed under “Technology Team” in Figure F7-2 in Section 1.5 herein (the “Technology Team”). The Technology Team will create and document the design of the application and infrastructure architectures, including hardware, software, and networks.

The “Technical Blueprint” will be created by the Technology Team to describe the components of the technical architecture that supports the HCM-Payroll Modernization System business applications. This document provides information as to the use of these components and how they integrate with each other.

The Technical Blueprint includes the following sections:

- **Application Architecture Specification:** Defines the existing and planned application structure, describes functional software solutions, and their interactions needed to support business processes.
- **Technical Architecture Specification:** Details the scope of the technical and process options proposed by the HCM / Payroll Technology Architect.

- **Development Environment Specification:** Documents the design specifics for the selected development environment components and services.
- **Execution Environment Specification:** Consists of execution service designs and the infrastructure platform design.
- **Operations Environment Specification:** Documents the design specifics for the selected operations environment components and services.

Infrastructure and Applications Technical Support

Throughout the HCM-Payroll Modernization Project, the State Technology Team will provide the ongoing technical support of the infrastructure and applications.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Establish objectives for application monitoring • Log and coordinate application service requests with IOT for PeopleSoft HCM 9.2 instances • Coordinate infrastructure support required to resolve application issues • Coordinate review of penetration test results and remediation with Oracle for PeopleSoft related patches • Follow State guidelines related to using Enterprise tools such as VPN, RDP, PHIRE • Follow State policies for file transmissions and communications • Complete State mandated Security training regarding handling real data for conversion, interfaces, or testing • Follow onboarding and offboarding policies when accessing State environments or network 	<ul style="list-style-type: none"> • Establish infrastructure monitoring through Oracle Enterprise Manager (OEM) or other State preferred monitoring tools • Implement and support infrastructure changes such as Firewall configuration, Load Balancer rule, HA, RPS, NTP, RDP, VPN, DNS entries, and DHCP • Implement and perform access and environment auditing per State guidelines • Monitor and respond to alerts from infrastructure • Provide desktop support for the Project Team • Respond and perform infrastructure service requests • Periodically report on infrastructure support activities • Conduct penetration test and provide results for items that require remediation by the PeopleSoft team • Remediate all Infrastructure related items required for Go-Live approval • Provide ongoing technical support of infrastructure and applications.

Upgrades, Patches, and Fixes

By the end of the Plan and Initiate stages, the Project Team will finalize the exact PeopleTools 8.57 and PeopleSoft HCM 9.2 application image to be used as the Project baseline version for Go-Live. Accordingly, fixes, patches, and bundles will not be applied after the start of development and before the end of production stabilization, except for when the fix, patch, or bundle addresses a particular critical or high priority defect and has PMO approval.

The Technology Team will adopt the above guidelines in establishing software upgrade, patch, and fix methodologies for use on the HCM-Payroll Modernization Project. The Technology Team will establish criteria and plan for applying software upgrades from Oracle (PeopleSoft, etc.). These upgrades may include:

- Patches & Fixes
- Applying software upgrades

Work products will be created by Accenture and the State explaining the related approach, activities, procedures, tools, and templates. These work products include:

- Configuration migration procedures
- Object/code migration procedures
- Develop software patches and fixes methodology

Application release upgrades (e.g., upgrading PeopleSoft HCM .2 to a future release) are not in scope for the HCM-Payroll Modernization Project.

All infrastructure upgrades and patches will follow and conform to PeopleSoft certification matrix for PeopleSoft HCM 9.2 and Project baseline version of PeopleTools 8.57. The State will grant Accenture Project Team access to Oracle support, if possible, for logging and managing service requests related to the PeopleSoft SDLC.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Establish criteria and plan for software upgrades and patches from Oracle (PeopleSoft, etc.) • Establish plan for applying infrastructure patches such as database patches from Oracle • Develop methodology for software patches and fixes • Assist in establishing criteria and plan for applying fixes and patches to infrastructure components • Periodically report on application technical support activities • Develop approach, activities, procedures and tools, including for configuration and migration procedures 	<ul style="list-style-type: none"> • Develop plan for software upgrades and patches from Oracle (PeopleSoft, etc.) • Apply critical infrastructure patches such as database patches from Oracle • Develop methodology for software patches and fixes • Establish criteria and apply fixes and patches to infrastructure components • Develop infrastructure component patches and fixes methodology • Apply fixes and patches required of infrastructure components • Conform all PeopleSoft environments to PeopleSoft certification matrix • Apply critical PeopleSoft security patches required by Oracle and in consultation with the Project Team

State Infrastructure Responsibilities

The State will provide the following items for the duration of the Project:

- Provide all infrastructure, software, and tools required for the Project unless otherwise specified
- Provide appropriate user access rights to Accenture team personnel to allow them to carry out their responsibilities, including access to Oracle support for service requests
- Install and manage all approved third-party tools that are in Project scope
- Provide secure access to the Accenture Project Team members who require remote access to State's network to comply with State security rules. Access to data and solutions in the State's protected zone are subject to compliance with the State's Security Policy.
- State infrastructure will be accessible via remote access by Accenture's resources through VPN over the internet using RDP (or a similar tool provided by the State) based on mutually agreed upon security provisions
- Provide the infrastructure required for all environments and is responsible for related maintenance and support, according to proposed environment plan
- Responsible to decommission legacy applications that are being replaced

- Provide necessary licenses to facilitate the utilization of Active Directory or an Identity and Access Management (“I&AM”) solution for the HCM-Payroll Modernization System
- Responsible for any changes or updates to its Enterprise security software such as I&AM or Security Incident and Event Management (“SIEM”)

4. SYSTEM CONFIGURATION

The functional teams will create the configuration design and configuration build for PeopleSoft modules identified in Section 1.2 Functional Scope - List of Modules, identified as "implement" and "configure".

4.1 MAJOR ACTIVITIES

Business Process Definitions

The functional teams will create future state business process flows that will include the business processes identified in Section 1.2 Functional Scope based on the AESG inventory for the starting point where available. The business process flow is a graphical representation of a process or activity showing the sequence of the business processes with associated decision points. The flows will enable application design teams to understand the information and business process flow throughout execution of the process or activity. The following table summarizes the responsibilities for Accenture and the State

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Produce process model inventory• Produce business process design flow documents assigned to Accenture in each business process• Review and approve the business process design flow documents• Work closely with State Project management, team members, and SMEs in developing the future state business processes.	<ul style="list-style-type: none">• Produce business process design flow documents assigned to the State in each business process• Review and approve the business process design flow documents• Provide SMEs that can efficiently and accurately document/describe existing business processes

Configuration Design

The functional teams will create configuration approach documents that will detail the approach to configuring PeopleSoft HCM 9.2 to meet the State's business requirements (the "Configuration Approach Documents").

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Produce configuration approach documents for configuration work units assigned to Accenture in each business process• Review and approve the Configuration Approach Documents• Work closely with State Project management, team members, subject matter experts and technical personnel in meeting process, workflow, functional, technical, and security requirements via software configuration to the extent possible	<ul style="list-style-type: none">• Produce configuration approach documents for configuration work units assigned to the State in each business process• Review and approve the Configuration Approach Documents• Provide SMEs that can efficiently and accurately document/describe existing configuration requirements

Configuration Build

The functional teams will create configuration data entry documents to define the detailed values that will be loaded into the HCM-Payroll Modernization System. The functional teams will upload or manually key configuration data values into the configuration environment and automatically distribute to other environments as needed.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • In partnership with the State, produce configuration data-entry documents for configuration work units assigned to Accenture in each business process • Review and approve the data entry documents. • Develop data load programs to insert values from the data-entry documents into the tables in the configuration environment for configuration work units assigned to Accenture • Manually key configuration values contained in the data-entry documents for configuration work units assigned to Accenture • Configure security definitions using the State security functionality • Validate configuration data after it is entered or loaded for configuration work units assigned to Accenture 	<ul style="list-style-type: none"> • In partnership with Accenture, produce configuration data-entry documents for configuration work units assigned to the State in each business process • Review and approve the data entry documents. • Provide SMEs that can efficiently and accurately document/describe existing configuration requirements • Manually key configuration values contained in the data-entry documents for configuration work units assigned to the State • Validate configuration data after it is entered or loaded for configuration work units • Provide table values for population into the configuration tables

5. MODIFICATIONS (REPORTS, EXTENSIONS, FORMS, AND WORKFLOW)

Accenture will be responsible for the functional design, Technical Designs, coding, unit testing, System Testing, and knowledge transfer associated with modifications assigned to Accenture in accordance with agreed upon standards. Modifications will be documented in such a way that they can be reproduced when the State upgrades to future releases of the software.

5.1 APPROACH

A modification pool of hours is allocated to manage the modifications to be developed by Accenture and the State. Modification work units will be confirmed and approved during the Plan and Initiate stages of the Project. If approved by the State, and the work unit is assigned to Accenture, the estimate for the Functional Design, Technical Design, build/unit test, and system test effort of the work unit will be deducted from the available hours in the pool.

The modification pool of hours is included in Section 14.7 Cost Assumptions below.

5.2 MAJOR ACTIVITIES

Functional Designs

The functional team will produce a functional design for each report, extension, forms, and workflow object that was approved at the end of the Plan and Initiate stages (“Functional Design Specifications”). The designs will compare the State’s specifications to the abilities delivered in the standard application (e.g. database tables), and validate design plans with Project stakeholders.

Functional Design Specification documents will have the following sections:

- Document history
- Category of customization (i.e., report, interface, conversion, extension, workflow)
- Application overview, including business process impacts and Processing Overview
- Application flow diagram
- Requirements Traceability Matrix (“RTM”) cross reference
- Legacy system, conversion, configuration, change management, security, and technical impacts (if any)
- Related work units (if any)
- Testing scenarios

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Produce Functional Design Specifications for software modifications assigned to Accenture and identified in the State-approved RICEFW inventory • Develop the testing approach for the approved modifications 	<ul style="list-style-type: none"> • Produce Functional Design Specifications for software modifications assigned to the State and identified in the State-approved RICEFW inventory • Review and approve the RICEFW Development Specification Documentation

Technical Designs

The development team will produce technical design documents for the modifications approved during the Adopt Stage. Unlike Functional Design Specifications documents, these detailed (technical) designs are intended as technical specifications that can be executed by application developers (“Technical Design”). Technical Designs include the following sections not included in the Functional Design Specification:

- Program flows
- Program pseudo code
- Error logic
- Custom objects

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Provide Technical Design templates for Accenture and State Technical Design documents • Produce Technical Design documents for each work unit assigned to Accenture • Review and approve each of the Technical Design documents 	<ul style="list-style-type: none"> • Produce Technical Design documents for each work unit assigned to the State • Review and approve each of the Technical Design documents

Modification Build and Unit Test

The development team will code and unit test modifications having an approved RICEFW Technical Design document. The scope of unit testing will test each piece in the modification work unit (e.g., line of code) that has more than one possible outcome, including error processing. A detailed set of test conditions and expected results will be created in close collaboration with the State based on the original design and functionality of the program as stated in the functional design documentation. A comparison of the actual results against the expected results will be completed and any discrepancies will be noted. Any discrepancies discovered will be resolved and the program will be re-tested.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Code and unit test each modification assigned to Accenture• Document changes made in the system• Conduct and document unit testing as part of the development documentation• Conduct a code review to confirm proper coding standards are followed• Review code for performance enhancements	<ul style="list-style-type: none">• Code and unit test each modification assigned to the State• Document changes made in the system• Review and approve the code, unit test scripts and unit test results

6. AUTOMATED INTERFACES

The Project Team will be responsible for the design, configuration, and testing of interfaces to and from the system, including requirements validation, design specifications, build and unit testing, and System Testing. The State will be responsible for all retrofitted interface related activities.

6.1 APPROACH

The Project Team will be comprised of representatives from the State and Accenture. Central and agency system functional and technical resources will also play an active role in defining and developing interfaces from central and agency-based systems to and from the final HCM-Payroll Modernization System. These resources will be responsible for identifying required central and agency interfaces, mapping data elements from central and agency systems to the HCM-Payroll Modernization System file layouts.

The Project Team is responsible for providing a solution to the identified interfaces, either as a fully documented out-of-the-box component of the HCM-Payroll Modernization System, utilizing AESG pre-defined and built interfaces, or by providing additional development required to support the proposed solution.

Inbound and outbound interfaces will be processed using standard templates, to be designed during the Project. The State will be responsible for accepting the standard outbound interfaces and creating programs to provide data to other systems. Similarly, the State will provide inbound interface data from source systems in the prescribed format.

Accenture recognizes that the State has made investments in integration file transmission software and architecture. The Project Team will utilize the State's infrastructure and software tools in use for the PeopleSoft HCM 9.2 modules in delivering new PeopleSoft payroll interfaces to internal and external entities.

6.2 MAJOR ACTIVITIES

Interface Functional Design Specifications

The Project Team will produce Functional Design Specifications for each Interface object that was approved at the end of the Plan and Initiate stages. The designs include comparing the State's specifications to the abilities delivered in the standard application and validating design plans with Project stakeholders.

Functional Design Specification documents will have the following sections:

- Document history
- Category of customization (e.g.,report, interface, conversion, extension, workflow)
- Application overview, including business process impacts and processing overview
- Application flow diagram
- RTM cross reference
- Legacy system, conversion, configuration, change management, security, and technical impacts (if any)

- Related work units (if any)
- Testing scenarios

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Produce Functional Design Specifications for each standard interface HCM-Payroll Modernization System upload and extract routine assigned to Accenture • Plan testing for approved interfaces • Develop interface layouts for data to be loaded into the HCM-Payroll Modernization System and for the data extracts to be provided to external systems • Develop interface specific layouts for custom built interfaces • Coordinate with IOT in delivering or receiving payroll-related interface files through existing file transmission processes inclusive of encryption and decryption 	<ul style="list-style-type: none"> • Produce Functional Design Specifications for each standard interface HCM-Payroll Modernization System upload and extract routine assigned to State Project Team resources • Produce Functional Design Specifications for the outbound interfaces from central and agency legacy systems and inbound interfaces to central and agency legacy systems (it is expected that this work will be completed by State legacy system resources who are not working full-time on the HCM-Payroll Modernization Project) • Provide transaction volumes and interface volumes to be used in planning the Performance Test • IOT to provide infrastructure and architecture services related to PeopleSoft HCM 9.2 interface files

Interface Technical Designs

The Project Team will produce Technical Design documents for the interfaces approved during the Plan and Initiate stages. Unlike Functional Design Specifications documents, these detailed (technical) designs are intended as technical specifications that can be executed by application developers. Technical Designs include the following sections not included in the Functional Design Specification:

- Program Flows
- Program pseudo code
- Error logic
- Custom objects

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Produce Technical Design documents for data upload and data extract work units assigned to Accenture • Review State developed Technical Design documents for central and agency system extract and upload work units • Coordinate with State SMEs for interface data element mapping with non-PeopleSoft interfacing entities 	<ul style="list-style-type: none"> • Produce Technical Design documents for data upload and data extract work units assigned to State Project Team resources • Produce Technical Design documents for the central and agency system data extract and upload work units and any modifications required to those systems (it is expected that this work will be completed by State legacy system resources who are not working full-time on the Project) • Review and approve each of the Technical Design documents • Present Technical Design information to agencies. • Provide SME support for interface data element mapping with source or target systems • State to provide Integration Test data and environments to facilitate interface test activities per Project timeline

Interface Build and Unit Test

The Project Team will code and unit test interfaces having an approved Technical Design document. The scope of unit testing is to test each piece in the interface work unit (e.g., line of code) that has more than one possible outcome, including error processing. Accenture will create a detailed set of test conditions and expected results will be created in close collaboration with the State based on the original design and functionality of the program as stated in the Functional Design Specification documentation. A comparison of the actual results against the expected results will be completed and any discrepancies will be noted. Any discrepancies discovered will be resolved and the program will be re-tested.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Code and unit test each interface assigned to Accenture • Document changes made in the system • Conduct and document unit testing as part of the development documentation • Conduct a code review to confirm proper coding standards are followed • Review code for performance enhancements 	<ul style="list-style-type: none"> • Code and unit test each interface assigned to the State • Code and unit test the central and agency system data extract and upload work units and any modifications required to those systems (it is expected that this work will be completed by State legacy system resources who are not working full-time on the Project) • Document changes made in the system • Review and approve the code, unit test scripts and unit test results • Provide SME support in identifying test conditions that are critical for successful testing of interfaces and any unique conditions related to the State operations or processes

Plan Interface Test

The interface test planning stage follows a clearly defined process. It includes the following steps:

- **Define Test Approach:** Describes the methodology, standards, and structure of the interface test effort.
- **Define Test Conditions:** Test conditions are high-level descriptions of functional areas that will be tested. Every condition has a corresponding high-level expected result. Multiple test conditions can be tested on a single submission of a file.
- **Identify Data Requirements:** During interface test planning, configuration data required to execute the test script for each stage will be identified. The exact process of creating, maintaining, and refreshing data will be coordinated by the interface test lead in conjunction with the technical architecture team and functional team.

In addition, transactional data required to execute the test script for each stage will be identified during interface test planning. For inbound interfaces, agencies (or appropriate external entity) will provide the transactional files. For outbound interfaces, the HCM-Payroll Modernization System will provide the transactional files. Where possible, the outbound interfaces will use data from the inbound interfaces to generate the outbound transactions.

- **Define Test Scripts:** A test script details the exact steps that a tester must follow to complete testing (e.g., to test the conditions), and each will usually describe either a test condition or a test stage. Test scripts also include the data that will be used for testing as well as the expected results.

Execute Interface Test

The test execution task will concentrate on executing the test scripts documented during the test preparation task. The test execution task will begin once the test preparation exit criteria are met and will end once the test execution exit criteria are met.

Agencies will coordinate with the Project Team to send and receive files from the HCM-Payroll Modernization System. The Project Team will process the agency files in the HCM-Payroll Modernization System and provide the agency with the test results. For interfaces to external entities (e.g., banks), the State will coordinate with the external entity to execute and validate the results of the testing. The State interface lead will manage the interface test activities, commitments and timelines with its third-party interfacing entities per the Project timeline, inclusive of SuccessFactors related interfaces. Accenture will provide leadership and guidance to the State interface team members to help mitigate the risk of external integration entities (e.g. IRS) failing to meet Project timelines.

The Project Team will execute test scripts when processing files in the HCM-Payroll Modernization System for agencies. The tester will document the actual results and validate the actual results against the expected results. Discrepancies uncovered during the interface test will be documented by the Interface team member responsible for that interface and logged in PHIRE Architect or SharePoint according to the defect process.

Agencies will be notified when discrepancies occur while processing their files. The tester will send the related error file from the HCM-Payroll Modernization System to the State staging area so that agencies can pick up the file and review the errors.

State Interface Responsibilities

The State will be responsible for subject matter knowledge of existing interfaces and associated data. State subject matter experts are expected to be available to consult with the Project Team during the development of the interface strategy and to assist with the determination and adoption of acceptable alternatives to interfaces wherever feasible.

The State will provide legacy system resources that are separate from the Project Team to code and unit test interface programs that extract data from the legacy applications using the formats and protocols defined by the Project Team for use in the transformation and load processes. The State will code and unit test interface programs that load data into the legacy applications using the formats and protocols defined by the Project Team. Additionally, the State will be responsible for verifying the accuracy of the interfaces through participation in all levels of testing.

The State will manage and coordinate the testing of interface files from the integrating legacy systems.

7. DATA CONVERSION

The conversion team will be responsible for design, configuration, and testing of the conversion programs, including requirements validation, functional design, technical design, build and unit test, and mock conversion test. Data Conversion programs will only be designed and built for modules in Section 1.2 Functional Scope - List of Modules identified as "implement".

7.1 APPROACH

The conversion team will be comprised of representatives from the State and Accenture. Legacy GEAC mainframe functional and State technical resources will also play an active role in defining and developing conversions to the HCM-Payroll Modernization System. These resources will be responsible for identifying required GEAC data extracts, mapping data elements, and creating conversion extract programs from legacy systems per Accenture provided file layouts. Data conversion requirements and extracts from legacy systems will conform to AESG conversion standards and file formats, including transformations necessary for a successful file load.

The conversion team is responsible for providing a solution to the identified conversions, either as a fully documented out-of-the-box component of the HCM-Payroll Modernization System, utilizing AESG pre-defined and built conversions, or by providing additional development required to support the proposed solution.

GEAC is the primary data source for payroll information. The State owns and operates the GEAC system and has the required resources to support data extraction and conversion activities. Accenture's data conversion approach assumes the data cleansing and extraction to be State owned and managed activities, whereas providing file layouts, loading the data into PeopleSoft HCM 9.2 and providing data reject reports will be the responsibility of the Accenture team. Data mapping and data reconciliation will be treated as jointly performed activities by the State and Accenture conversion team members. During parallel testing activities, Accenture will lead the reconciliation of GEAC data against PeopleSoft HCM 9.2 in order to identify and remedy variances within acceptable tolerance levels defined by the State.

At its discretion, the State can leverage extraction tools, graphical data mappers that may help in expediting the data mapping or extraction processes for its personnel. Accenture is not responsible for such tools or technology.

The scope of historic data archival or conversion will follow the approach and work effort outlined in the technical RTM. PeopleSoft HCM 9.2 will be created as an in-place upgrade of the current PeopleSoft HCM 9.1 and assumes minimal data conversion. Minimal additional data conversion and transformation of existing PeopleSoft HCM 9.1 data (e.g., Life events) may be required. Also, minimal data conversion and transformation from external sources (e.g., HCM data that does not get converted or does not have a clear home) may be required. The initial number and complexity of conversions has been identified in Section 14 Basis of Cost Estimate and Assumptions.

7.2 MAJOR ACTIVITIES

Conversion Functional Design Specifications

The conversion team will produce Functional Design Specifications for each conversion work unit that was approved at the end of the Plan and Initiate stages. The designs are for file structure and data mapping for each conversion.

Functional Design Specification documents will be made up of the following sections:

- Document history
- Category of customization (i.e., report, interface, conversion, extension, workflow)
- Application overview, including Business Process Impacts and processing overview
- Application flow diagram
- RTM cross reference
- Legacy system, conversion, configuration, change management, security, and technical impacts(if any)
- Related work units (if any)
- Testing scenarios

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Lead conversion plan development and execution in coordination with the State assigned counterpart for legacy GEAC system• Produce data mapping specifications for each conversion work unit identified in the State-approved conversion inventory assigned to Accenture• Leverage AESG pre-defined or develop conversion file layouts (to address customizations) for data to be loaded into the HCM-Payroll Modernization System• Support the State personnel with data mapping between PeopleSoft payroll and GEAC	<ul style="list-style-type: none">• State assigns a single point of contact for data conversion mapping, cleansing and extracts from GEAC to work as counterpart to Accenture• Support data mapping specifications for each conversion work unit identified in the State-approved conversion inventory• Evaluate the source data for conversion, document its structure and schedule availability for conversion activities• Ensure that data has been cleansed in time for the conversion process to meet Project dictated timelines• Develop the extract specifications from GEAC• It is expected that this work will be completed by State legacy system resources without impact to Project timeline• Collect transaction and balance volumes to be used in planning the mock conversion tests• For delivered uploads that will be used to populate data into the State application, a data map document will be created

Conversion Technical Designs

The conversion team will produce Technical Design documents for the conversions approved during the Plan and Initiate stages. Unlike Functional Design Specifications documents, these detailed (technical) designs are intended as technical specifications that can be executed by application developers. Technical Designs include the following sections not included in the Functional Design Specifications:

- Program Flows

- Program pseudo code
- Error logic
- Custom objects

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Produce Technical Design documents for conversion work units assigned to Accenture • Review State developed Technical Design documents conversion work units 	<ul style="list-style-type: none"> • Produce Technical Design documents for conversion work units assigned to State Project Team resources • Produce Technical Design documents for legacy GEAC data extract work units and any transformations required for successful loading into PeopleSoft system • Review and approve Technical Design documents • Review and obtain Technical Design document approvals from applicable State or agency data owners

Conversion Build and Unit Test

The conversion team will code and unit test conversions having an approved RICEFW Technical Design document. The scope of unit testing is to test each piece in the conversion work unit (e.g., line of code) that has more than one possible outcome, including error processing. A detailed set of test conditions and expected results will be created in close collaboration with the State based on the original design and functionality of the program as stated in the functional design documentation. A comparison of the actual results against the expected results will be completed and any discrepancies will be noted. Any discrepancies discovered will be resolved and the program will be re-tested. The State conversion lead will obtain necessary approvals for the disposition of any uncleansed or historic data to be loaded as is and to be managed following State approved exception processes.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Code and unit test each conversion assigned to Accenture • Code and unit test reconciliation reports • Document changes made in the system • Conduct and document unit testing as part of the development documentation • Conduct a code review to confirm proper coding standards are followed • Review code for performance enhancements • Conform to State policies for real data access in conversion or related environments 	<ul style="list-style-type: none"> • Code and unit test each conversion assigned to the State • Code and unit test the legacy GEAC data extract work units and any transformation required • Document all known exceptions for the data conversion approval during final Go-Live • Review and approve the code, unit test scripts and unit test results • Develop remediation or mitigation for all known data issues such as hard to cleanse or historic data not relevant for processing PeopleSoft payroll • Ensure that all data conversions will come from one single source of truth per data type

Plan Conversion Test

Following unit test activities, extract and import programs are executed jointly. The conversion test will be conducted to verify cross-dependencies between various conversion work units. Counts will be taken for input and output operations to determine if any records were not processed or loaded successfully. The conversion test is expected to be an iterative process.

The conversion test planning stage follows a clearly defined process. It includes the following steps:

- **Define Test Approach:** Describes the methodology, standards, and structure of the conversion test effort.
- **Define Test Conditions:** Test conditions are high-level descriptions of functional areas that will be tested. Every condition has a corresponding high-level expected result. Multiple test conditions can be tested on a single submission of a file.
- **Identify Data Requirements:** During conversion test planning, configuration data required to execute the test script for each stage will be identified. The exact process of creating, maintaining, and refreshing data will be coordinated by the conversion test lead in conjunction with the technical architecture team and functional team.

In addition, transactional data required to execute the test script for each stage will be identified during conversion test planning. Agencies (or appropriate external entity) will provide the transactional files.

- **Define Test Scripts:** A test script details the exact steps that a tester must follow to complete testing (e.g., to test the conditions), and each will usually describe either a test condition or a test stage. Test scripts also include the data that will be used for testing as well as the expected results.

Execute Conversion Test

The conversion team will execute three (3) mock conversions. The goal of the mock conversions will be to verify that the conversion routines and delivered interface(s) can be used to load information for the Integration Testing and subsequent Go-Live.

Reconciliation will be performed to compare the target data with the existing data and to resolve any discrepancies/exceptions identified during the conversion process. Key users from the State, as well as Accenture resources will review and reconcile data issues resulting from testing and/or mock conversions utilizing validation reports and control reports generated by conversion programs and the existing source systems.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Prepare a schedule of mock conversion activities that outlines the tasks and timeframes for the mock conversions • Execute three mock conversions • Support the State as it executes data cleansing by identifying data elements to be “cleansed.” • Produce validation and reconciliation report(s) as part of each scheduled mock conversion to document data discrepancies • Prepare a mock conversion results document after each mock conversion 	<ul style="list-style-type: none"> • Correct defects for extract programs that arise from mock conversions • Complete the data cleansing and purification of data contained in the legacy systems as required to support the data conversions • Produce the source data files required to support each mock conversion • Verify and validate the results of the mock conversions • Review and approve the mock conversion results document

State Conversion Responsibilities

The State will be responsible for subject matter knowledge of existing applications and associated data. If correction of any of the State-provided data is expected, those tasks are the responsibility of the State, although direction from the conversion team may be required.

The State will perform all data cleansing and manual conversion processes, with the insight and guidance of the conversion team. Manual conversions are defined as “manual” when Accenture and the State agree that the volume is too low to justify the cost of developing an automated conversion program. The State will take responsibility for loading data that is not converted or loaded automatically and for certifying the production database.

The State will provide the legacy system to code and unit test conversion programs that extract data from the legacy applications and output the data using the formats and protocols defined by the conversion team for use in the transformation and load processes.

The State agencies will be responsible for verifying the accuracy of the converted/loaded data through participation in all levels of testing. In support of mock conversions, State staff responsible for manual entry and correction, data reconciliation and acceptance, technical support, issue resolution and executive level go/no-go decision making will be available to role play their tasks in real time. The conversion team will define the timing, requirements, and acceptance criteria for the test conversions.

The State will manage the collection and consolidation of conversion files from GEAC.

8. SECURITY CONFIGURATION

The security team will design a security solution that provides application controls to prohibit unauthorized use of the system, maintain system process controls, and log transactions. In addition, the system will provide security to limit availability to application functionality, software screens, data records, data elements, and effective date values where appropriate. The security team will comply with applicable State IT Security Policies.

8.1 MAJOR ACTIVITIES

Security Design

During the Adopt stage, the security profiles for the user roles will be defined by members of the functional teams. This includes defining user roles and permissions in the HCM-Payroll Modernization System and similar application security configurations.

The technical architecture security components will be defined by members of the Technology Team. This includes the design of how the new applications will authenticate against current State security and securing the system components across the application tiers, as well as single sign-on design options.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">Design PeopleSoft HCM 9.2 and Project Team security (permissions, roles, user identifications)Design PeopleTools 8.57 security	<ul style="list-style-type: none">Assist with security designsProvide expertise in State IT Security PolicyProvide expertise in State IT security infrastructure, and how to interface with it

Application Security

Accenture will provide application security resources to design and build the PeopleSoft HCM 9.2 application security.

Accenture's application security resource will assist the State security SME(s) in testing and implementing appropriate user security leveraging the Project role definitions and permission lists.

Regarding penetration testing, it is assumed that the State will provide the penetration test software, tools and related infrastructure to the Project Team. State or an authorized third party will execute the penetration test and share results with the Project Team. An Accenture security penetration test SME will work with the State in reviewing and helping remediate applicable issues related to PeopleSoft HCM 9.2, whereas the State Technology Team will remediate all applicable infrastructure issues.

Security Build

During the Adapt stage, defined security roles and permissions will be implemented in the application's test environments. Preliminary unit testing of this setup will be performed at this time.

Security of the infrastructure components will be built out during this stage.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Build and unit test PeopleSoft HCM 9.2 user roles and authorizations for both HCM and payroll• Build out application security for integrating with enterprise scheduler• Configure PeopleSoft HCM 9.2 single sign-on	<ul style="list-style-type: none">• Configure State provided enterprise security tools• Build out additional security infrastructure as needed• Build out infrastructure security• Assist in allowing applications to interface with current security components• Configure/modify applications to work with State security components (e.g., Active Directory)• Implement application security by assigning roles to appropriate users or user groups

9. TESTING

The Test Team will be responsible for test planning, preparation, execution and management of activities for the Project.

9.1 APPROACH

The test team will be comprised of representatives from the State and Accenture (the “Test Team”). The test team will define the overall approach to test execution for the Project, the result of which will be documented in a test plan (“Test Plan”). This plan will provide descriptions of the test tools the test team will use, the test metrics that will be collected for each testing phase, and the Problem and Incident Management Process. This will serve as the foundation of the Test Team's testing efforts for the nine testing phases. The Test Team will apply the Accenture's test methodology across the Project lifecycle, enabling consistency throughout testing phases. This approach will enable the Test Team to follow a repeatable set of activities to conduct testing consistently and efficiently throughout each testing phase.

9.2 TESTING TOOLS

Accenture will train State personnel on the use of Accenture’s tools and methodologies for testing. The test team will use the AESG testing tools to help drive the test script development. Using this approach will help create repeatable System Test scripts for use during testing and enable reuse during regression testing. Accenture will help obtain and provide software licenses required to support Performance Test and any required user training. The State will provide the necessary infrastructure to support the chosen performance test platform.

9.3 PROBLEM AND INCIDENT MANAGEMENT

The Test Team will define and manage the Problem and Incident Management Process (also known as Defect Tracking). Defects generally fall within a few categories of break/fix, patches/bundles, configuration, or user misunderstanding. Depending on the defect, the team that addresses the fixes can be the development team, correcting break/fix or patches/bundles, or functional teams, correcting configuration or helping a user to understand the proper mechanism for execution.

The Project Teams will log defects as they are identified, prioritize defects, manage defects, assign defects for resolution, and resolve defects. The Project Teams will strive to resolve critical and high defects before Go-Live, will have a disposition for medium defects before Go-Live, and may not resolve low defects before Go-Live.

Defects will be prioritized according to the following levels of priority.

Level of Priority	Description
1-Critical	A significant error in business processing that affects processing of the entire system, and there is no workaround.
2-High	Important business logic does not function properly, and no workaround exists.
3-Medium	Business logic does not function properly but a workaround exists, or problem identified affects a non-core business process.

Level of Priority	Description
4-Low	Cosmetic change or minor issue.

9.4 MAJOR ACTIVITIES

Unit/Assembly Testing

Unit testing is conducted to verify each work unit against its Functional Design Specifications and to validate the Work unit for expected outputs given certain inputs. The idea is to focus on a relatively small segment at a time and exercise valid exception and error conditions for decision statements and business logic. Assembly testing is performed on an as-needed basis for critical components that must work together in harmony. This test strings together coded modules of similar functionality to verify the interaction among programs works as expected.

The unit/assembly test is conducted by the developers based on a set of scenarios agreed upon with the functional team. For the more complex work units, the unit test is also conducted with the functional team that is responsible for gathering and designing the work units for the Project. AESG includes pre-built functional designs that include unit test scenarios.

System Testing

System testing (“System Testing”) validates that the software solutions were successfully integrated together. It checks that the integrated solutions are operable, addresses in-scope business requirements, and is capable of supporting the business needs. It includes testing of business processes, requirements, configurations, reports, interfaces, extensions, converted data, and user security.

Application security testing is part of System Testing as well. Application security testing includes confirming roles have access to the correct online pages, have the proper level of authority on those pages (e.g., read-only vs. add/update), do not have access to restricted pages, and confirms separation of duties. Further, it tests that departments cannot access each other’s data, where required.

The members of the Test Team responsible for System Testing will function as system users during System Testing and will evaluate in-scope test outcomes (the “System Test Team”). The System Test Team will direct System Testing and operate the system in accordance with the System Testing plans. The System Test Team must provide error resolution and other technical support as required.

During System Testing (the “System Test”), the Test Team will create the test conditions and test scripts based on the test cycles and module business processes during the Adapt stage of the Project. These work products will be used in the System Test execution.

Test cycles will build upon each other in functionality and complexity. During test execution, System Incident Reports (“SIRs”) will be documented for any defects found and assigned a priority. The goal is to correct critical and high priority SIRs prior to the next test cycle.

Fixes include corrections to approved modifications or to the approved configuration that are not working as designed. Fixes to delivered functionality or enhancements that go beyond the scope of approved modifications will require a mutually agreed change order.

The table below lists the proposed System Test cycles. They will be refined during the development of the System Test plan.

#	Cycle Name	Cycle Description
0	Configuration	This cycle will be used to populate setup tables for the System Test environment. The data that is derived from this cycle will be used in the subsequent test cycles. This cycle will contain at least one script per functional module to test table and system configuration.
1	Simple End-to-End Processing	This cycle will include test scripts that will test a broad range of functionality across the Finance and HCM application modules. The major processes will be run in this cycle. This cycle will primarily stay within the modules for the Finance and HCM applications. The main objective for this cycle is to test that the Finance and HCM application as a whole continues to function together properly and that processes execute correctly. These applications will be tested separate from each other.
2	Complex End-to-End Processing	This cycle will be the first vertical test cycle group of System Test. The test scripts that will be grouped in this cycle will include in-depth scenarios that will fully test the solutions for a specific business process/module. This cycle can also house any mock interface tests. The objective of this cycle is to functionally test the delivered and customized components within each business process.
3	Conversion	This cycle will be used to populate the tables with converted data for the System Test environment. Data derived from this cycle will be used in the subsequent test cycles. This cycle will contain at least one script per functional module to test table and system configuration for conversion. The converted data will mimic the values and detail derived from the Conversion Designs.
4	Simple End-to-End Processing using Converted Data	This cycle will retest the appropriate functionality in PeopleSoft Financials and PeopleSoft HCM 9.2 systems necessary to validate all processes including those for general ledger and project costing. The difference for this group of test scripts will be the use of converted data versus configured data. The same types of scenarios and objectives as Cycle 2 will be tested.
5	Complex End-to-End Processing using Converted Data	This cycle will retest the specific functionality of each business process for the State. The difference for this group of test scripts will be the use of converted data versus configured data. The same type of scenarios and objectives as Cycle 2 will be tested.
6	Security	This cycle will contain test scripts that concentrate on the roles and permission list. These scripts will verify that the configuration roles address the State's security requirements.
7	Cross-Functional Integration	This cycle will be used to group test conditions that focus solely on interfaces. Scripts within this cycle will test the production and acceptance of the complete set of data in PeopleSoft Financials (i.e. general ledger and project costing) and HCM. In addition to testing external PeopleSoft HCM 9.2 interfaces, this cycle will test the connection between the PeopleSoft HCM 9.2 and the PeopleSoft Financials application.
8	Reporting	This cycle will contain test scripts that focus on the HCM reporting functionality. These scripts will verify that the delivered and custom reports address the State's business requirements.

#	Cycle Name	Cycle Description
9	Exception Processing	The test scripts executed in this cycle will be used to highlight valid error processing in HCM application.
10	Year-End Processing	The test scripts executed in this cycle will be used to highlight year-end processing in the HCM application for the State.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Provide sample test scripts and test conditions • Document the test conditions, scripts, and the expected results assigned to Accenture • Execute the test conditions and scripts assigned to Accenture and identify discrepancies between expected results and actual results • Prepare documentation for State review for each executed system cycle • Coordinate test execution and SIR fixes with State and Accenture module and development leadership • Fix defects for scripts assigned to Accenture 	<ul style="list-style-type: none"> • Provide SMEs to participate in the planning and execution of the System Test as defined in the State-approved System Test plan • Document the test conditions, scripts and the expected results assigned to the State • Provide transactional data from legacy systems to support testing activities • Execute the test conditions and scripts assigned to the State • Identify discrepancies between expected results and actual results • Fix defects for scripts assigned to the State

Integration Testing

Integration testing validates that the solution works across systems (e.g., including legacy systems) (“Integration Test” or “Integration Testing”). The Integration Test expands on the System Test to verify the use of the system in the broader application environment. The Integration Test teams will test end-to-end business requirements to verify the integration of the systems with other internal and external applications. As part of the Integration Test, the Test teams will coordinate with internal and external Agencies and vendors and test the integration between the PeopleSoft HCM 9.2 and the PeopleSoft Financials (i.e., general ledger and project costing) applications to confirm the end-to-end interface processing. This testing phase enables scrutiny of internal business process as well as the critical inbound and outbound systems.

Parallel Testing

Separate parallel testing will be done that focuses purely on the payroll functionality. The objective is to test through representative payroll configuration and computation and match against Agencies’ live payroll results from existing systems. The parallel test will test not only the integration of the inputs and outputs from the payroll process, but the actual gross-to-net calculation to confirm that employee paychecks are not adversely affected by the implementation of the PeopleSoft HCM 9.2 system. Parallel testing of the payroll system is a critical element of our testing—it demonstrates the system’s readiness for Go-Live over multiple full pay cycles.

Conversion Testing

Conversion testing validates the programs and procedures defined to convert data from the existing systems for use in the HCM-Payroll Modernization System (“Conversion Testing”). This process will test the extract, transform, and load process. Agencies will participate in the Conversion Testing process along with the Project conversion team. The conversion team will plan for three (3) mock conversion test cycles to validate the conversion data against expected results.

Performance Testing

Performance testing is conducted to validate that the technical design of the business capabilities are capable of processing expected volumes and load levels specified by the performance requirements (“Performance Testing”). It consists of load, stress, and recovery tests. This test stage monitors the real performance of the hardware and software with the objective to maximize transaction speed and to reduce response times for the end-user.

The Technology Team will pay special attention to the nightly batch processing and to high data volume/high traffic online transactions. The end goal of this test is to confirm that the application will be able to perform in the PeopleSoft HCM 9.2 environment.

User Acceptance Testing (UAT)

User acceptance testing enables the business owners to formally verify that the capabilities in scope were properly designed and implemented (“User Acceptance Testing” or “UAT”). It checks that the stakeholders are satisfied with the solution, allowing a final review of the system prior to deployment. The scope of UAT includes testing of business processes and requirements, reports, configured data, workflow, and user security.

Accenture will support the State in its execution of User Acceptance Testing. State users will complete acceptance testing with the assistance and support of the Accenture team. During the Plan stage, Accenture will work with the State to define the overall UAT test plan, help identify appropriate UAT participants and assist in training the UAT participants become comfortable with their test execution activities and gain understanding of what PeopleSoft HCM 9.2 will be. Accenture will also support the State through the UAT execution process by providing the UAT participants with high-level functional direction and scenarios along with necessary supporting documentation (e.g., job aids and draft training materials), Onsite support resources, answering questions, conducting daily test reviews and providing any background support necessary such as submitting off-line jobs, performing back-ups and restores.

Operational Readiness Testing (ORT)

Operational readiness testing verifies the production environment’s ability to handle the new system (“Operational Readiness Testing” or “ORT”). During ORT, the selected key business functionality is validated, and architecture and procedures are defined and implemented to allow the teams to run, maintain, and support PeopleSoft HCM 9.2 after Go-Live. This testing phase comprises a series of checklist items and a mock test cycle that is designed to operationally test the system. If necessary, the State will perform any necessary vulnerability and penetration tests during this testing phase.

10. TRAINING

The Training team will be responsible for both Project Team and end-user training. Project Team training, also referred to as knowledge transfer, entails coordination of the Project kick-off and orientation, State overview training, Project methodology training, and the process and templates for informal on-the-Project training. End-user training consists of analyzing the training needs, defining the training curriculum, designing and building the training materials and training environment, testing training materials, training-the-trainer, providing and supporting a pre-configured training environment, and supporting State trainers.

10.1 APPROACH

The Training team will define a strategy for Project Team knowledge transfer and end-user training that appropriately integrates with Accenture's methodology and the Project timeline. Although the State will deliver the end-user training sessions, Accenture must provide support to the Training team in conducting knowledge transfer with the State Project Team, developing the end-user training materials, and conducting the train-the-trainer sessions.

The training team will be comprised of representatives from the State and Accenture.

10.2 MAJOR ACTIVITIES

Training Curriculum

The training team will identify and confirm a detailed training curriculum for the end-user training program. Accenture will lead the design of a training curriculum with State support to develop training materials in support of knowledge transfer and preparing to support sustainment training needs. The detailed end-user training curriculum and support materials will be defined based on the Training Plan created in the Initiate and Adopt stages.

Training Tools Training

The State training team members will be trained to use the tools and methods that will be used to design and build the end-user training. Accenture will use State-provided licenses to the current content authoring tools used by the State, such as Captivate and Articulate Storyline.

Training Designs

Training designs will contain information regarding learning objectives, suggested content, estimated duration, and validate the suggested deployment method (the "Training Designs"). Training Designs address the To-Be business processes, enhancements to the system and State configuration values. The Training Designs will also outline the scope and organization of the online help. The team will define the specific content for the procedures to be included. The design will be based on the standard, delivered templates provided by Accenture and approved by the State.

Training Build

The training team shall create the training and support materials as articulated in the approved Training Designs. Once developed, SMEs will review the materials and provide feedback. Once the feedback has been addressed, the materials will be ready for testing.

Training Go-Live Plan

The training team will create a plan that describes the approach for deploying the training program. This Training Go-Live Plan consists of the training logistics and aligns with the Project Plan and schedule. The Training Go-Live Plan describes the train-the-trainer approach, how trainers will be prepared for training delivery, and the training evaluation approach. Additional information in the plan includes training locations, trainers, registration, and deployment of training materials.

Pilot Training

The training team will conduct Pilot training sessions, or “mock delivery,” of all training courses, to confirm the course duration and to validate that the objectives of the course are met as designed. Each pilot will include the respective training developer conducting one practice session of each course to the trainers who are being prepared for training delivery and/or to other selected participants, such as UAT testers. Observers from the training team will validate course duration and identify any issues. Comments and observations will be captured throughout the delivery. Results will be summarized, analyzed, and prioritized. Recommended changes will then be made to correct issues where training did not perform as designed or where content was incorrect or inadequate. Other changes mutually agreed upon by the State and Accenture will be made prior to the training deployment to end-users.

Train-the-Trainer

The Train-the-Trainer program will prepare the State trainers for training delivery to the end-users. Trainer prep consists of providing information on basic instructor skills, training logistics, and participation in the Pilot training. The Train-the-Trainer also consists of a “teach-back” where each trainer will prepare for and deliver a topic of training to his or her trainer peers. Trainers will receive constructive feedback from their peers and the training leads.

As part of the Train-the-Trainer effort, the training team will provide:

- Classroom materials to support the classroom training efforts that have been customized to address specific software configuration and customizations made as part of the Project.
 - Leading practices on training for the proposed software
 - Practice training sessions
 - The business processes and system functionality on which they are expected to provide training
 - How to customize the training delivery for their respective agency or agencies
- A stable, tested training environment pre-loaded with representative converted reference and historical data that can become a starting point for creating training materials (including screen prints showing user actions and processing outcomes). Note: For training purposes, the State will take responsibility for entering representative reference data that is impractical or impossible to convert automatically.
- Support to State trainers prior to and during training before Go-Live.
- Back up, restore and provide troubleshooting assistance in the training environment as materials are prepared and customized, and as end-user training proceeds before Go-Live.

Training Delivery

Training delivery of the end-user training courses to the State's end-users will be conducted by State trainers who completed Train-the-Trainer.

Training Administration

Training administration will involve the activities associated with managing and administering the end-user training program, such as training registration, reproduction of materials, collecting training evaluation results, identification and setup of training classrooms, scheduling courses and scheduling trainers. It also includes administering, collecting, analyzing, and reporting the training evaluations. All training administration activities and supporting tools, such as a learning management system, will be owned and managed by the State.

Online Help

PeopleBooks, an Oracle delivered online help tool, will be available to all Project members during and after the Project lifecycle. PeopleBooks provides detailed documentation about specific PeopleSoft HCM 9.2 functionality, accessible through the demo, development, and test environments reflect the application and tools as delivered. In Accenture's experience, the Project Team members have used PeopleBooks, in addition to AESG, on a regular basis for such tasks as writing conference room pilot narratives and flows, test scripts, and training materials.

Project Team Knowledge Transfer

Throughout the Project lifecycle, Project Team members will receive informal training on specific work activities and processes.

Project Team members will receive training on the Accenture Delivery Methods as used for the Project. Additionally, Project Team members will receive training on the respective tools and processes used to complete Project work and how to apply PeopleSoft to the State's business processes. This training occurs over the life of the Project on a team-by-team basis, with each team addressing methods, tools and processes relevant to the work being performed by that specific team during that stage of the Project.

The organizational change management team will initiate knowledge transfer and facilitate assessments of knowledge transfer progress, as outlined in the Knowledge Transfer Plan. The team will compile the results and summarize the information for the State.

The following table summarizes the Training responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<p>In partnership with the State, perform the following:</p> <ul style="list-style-type: none"> • Lead the creation and support the execution of an End-User Training Strategy and Plan and a Knowledge Transfer Approach • Lead the creation and support the execution of a training needs assessment • Lead development of the training curriculum • Lead training material design and development • Co-create training materials to support end-user training for assigned functionality and work units • Update training materials during implementation • Plan and conduct train-the-trainer to prepare State resources to deliver end-user training and support operation of the system • Measure and report on training completion • Execute and measure progress of knowledge transfer 	<ul style="list-style-type: none"> • Support development of designated plans and approaches, lending subject matter expertise and assistance by creating content • Participate in creation and execution of a training needs assessment • Participate in development of the training curriculum • Participate in training material design and development • Co-create training materials to support end-user training for assigned functionality and work units • Update training materials during implementation • Own and maintain training materials after implementation • Identify trainers and participate in train-the-trainer • Conduct end-user training • Provide inputs on the status of end-user training completion • Manage all training administration and logistics, including supporting tools • Identify participants for knowledge transfer activities • Complete assigned knowledge transfer and provide feedback

11. ORGANIZATIONAL CHANGE MANAGEMENT

The organizational change management team will be responsible for activities that will help prepare the State agencies and users to use the new HCM-Payroll Modernization System. It includes activities for communications and agency readiness.

11.1 APPROACH

Accenture will provide a strategy and approach for engaging agencies during the implementation to prepare for Go-Live. Accenture will provide leadership support to the State throughout the implementation for the change management services described in the strategy and approach. The State will lead the execution of the change activities for the duration of the implementation with support from Accenture.

11.2 MAJOR ACTIVITIES

Establish and Launch Change Agent Network

The organizational change management team identifies and confirms change agents to represent each agency that will use the HCM-Payroll Modernization System. The organizational change management team will mobilize the change agents and introduce them to their role via a change agent kick-off. The kick-off meeting will be a conducted in a meeting presentation format. The meeting will provide such information as an introduction to the Project, timeline, roles and responsibilities, expectations, and introduce the readiness liaison assignments.

Change Readiness Assessments

Change readiness assessments (the “Change Readiness Assessments”) will be provided by Accenture and distributed to stakeholders identified by the State throughout the Project to collect agency information and assess change readiness. Results are compiled and analyzed by Accenture before reviewing and summarizing with the State for input into future agency readiness activities. Up to four surveys are planned for the duration of the Project implementation.

Business Process Workshops

The organizational change management team prepares Business Process Workshops (“BPWs”) and delivers them to agency representatives during the Adapt stage. The workshops are intended to provide an overview of the new enterprise business processes as defined by the functional teams and will provide tools and aids to facilitate the agencies in identifying impacts, re-engineering opportunities and specific actions to prepare for the HCM-Payroll Modernization Project. Accenture will provide the approach and manage the BPWs for PeopleSoft Payroll and PeopleSoft Absence Management modules with the State developing the content and delivering to agencies. The State, with full partnership and support from Accenture, will manage BPWs related to other PeopleSoft HCM 9.2 modules, which Accenture has recommended be facilitated as a focused workshop that communicates the best practices for PeopleSoft HCM 9.2 functionality and user interface/navigation.

Role Mapping Approach

The organizational change management team defines and documents the approach that describes the process for assisting agencies in assigning end-users to the new PeopleSoft HCM 9.2 future State roles.

The approach identifies the tools and templates, communications, and timing required to perform this activity.

Role Descriptions and Mapping

The organizational change management team documents detailed descriptions of the new roles. Role descriptions include a role definition, description of responsibilities, skill/knowledge requirements, relationships to other roles, and a summary of change impacts associated with the role. Once role descriptions are complete, the team will use the role mapping process defined during the Adopt stage to implement the role mapping activities. Using the defined process and tools, designated State agency representatives will assign end-users from their respective organizations to PeopleSoft HCM 9.2 future State roles.

Provide Communications/Update Communications Plan

The communication team will create and deliver specific communication messages, materials and events as outlined in the updated Communications Strategy. The team will review and update the Communications Plan quarterly to include specific stakeholder information and specific communications messages, timing, and events.

Agency Readiness Outreach and Support

The organizational change management team will provide outreach and support to the State agencies via the change agent network and Project readiness liaisons. Outreach will consist of support to and interactions with the agencies in accordance with the Change Management Strategy. This support consists of consultation, analysis, tools and templates, monitoring and reporting. It will also include the creation of the readiness tools and resources, which support the transition to and implementation of the new business processes within the agencies. Tools and resources may include templates to assist in developing forms, organizational charts, and process and procedural documentation.

Assess and Report Readiness

The organizational change management team will measure the agencies' readiness for the Go-Live by tracking completion of assigned activities in an Agency Readiness Scorecard. This activity consists of creating the Agency Readiness Scorecard, as well as consulting, coaching, collecting, analyzing, monitoring and reporting results in accordance with the approach defined in the Change Management Strategy.

Help Desk

The organizational change management team prepares the HCM-Payroll Modernization Project help desk to support the users. This activity includes defining the help desk roles and responsibilities and the help desk support processes and procedures. In addition, it includes training to prepare the help desk personnel for their role.

The following table summarizes the Organizational Change Management responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<p>In partnership with the State, perform the following:</p> <ul style="list-style-type: none"> • Lead the creation and support execution of an Organizational Change Management Strategy and Plan, Communications Strategy and Plan, and Stakeholder Analysis • Conduct and analyze Change Readiness Assessments • Assess change readiness and track progress throughout the Project • Create engagement approach and workshop materials to facilitate change activities and support the change process • Support definition of the end state organization structure, roles, responsibilities, and skills needed to use the system • Support content creation of communication messaging • Support the Project communications activities as agreed to in the Communication Plan (jointly with the State) • Provide status reporting on readiness activities to monitor efforts to prepare stakeholders for system implementation and adoption 	<ul style="list-style-type: none"> • Support development of designated plans, lending subject matter expertise and assistance by creating content • Identify participants and provide contact information for participants in Change Readiness Assessments • Support tracking of change readiness and progress • Lead change activities with internal and external stakeholders • Lead definition of end-state organization structure, roles, responsibilities, and skills needed to use the system • Lead content creation for communications and execute the Project communications activities as agreed to in the Communication Plan • Lead distribution of all Project-related communications to internal and external stakeholders • Provide inputs on the status of readiness activities

12. GO-LIVE SUPPORT

Accenture will provide Onsite support throughout the deployment period.

12.1 MAJOR ACTIVITIES

Go-Live Plan

The HCM-Payroll Modernization Project will include a Go-Live team that will produce a detailed Go-Live Plan to reflect all Project activities that impact deployment of the system into the production environment. This document lists all steps required to make a successful cut-over to the production environment, including specific cut-over tasks, planned and actual dates for tasks completed, task responsibilities, task dependencies, estimated work effort required to complete each task, task status, results of task completion, and party sign-off for each task completed.

The Go-Live team will also develop a Contingency Plan for mitigating and resolving those risks that have been identified as impacting deployment. The Contingency Plan will address the strategies for business and system continuity planning as a result of implementation issues. For each risk identified, the Contingency Plan will include one or more alternate solutions that are acceptable to the Project stakeholders. The Go-Live team is responsible for executing the Contingency Plan as issues arise during deployment, upon approval of the State.

The Go-Live Plan will detail the approach for coordinating the following:

- Data conversion activities
- Technical preparation and system changeover activities
- Development of a cut-over activities checklist
- Staffing requirements, by role and responsibilities, for both Accenture and State staff for the deployment/cut-over activities
- Go-Live schedule

The process for developing a Contingency Plan for identifying, communicating, resolving risks and maintaining then current production capability if the deployment is delayed.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Develop the detailed Go-Live Plan• Review the plan with Project Team members, key stakeholders, and agency personnel to identify potential issues and be proactive about taking corrective action	<ul style="list-style-type: none">• Assist in the development of the detailed Go-Live Plan• Arrange for meetings with key stakeholders and agency personnel to discuss the plan

Operational Readiness Testing

The goal of the Operational Readiness Test is to confirm that the joint Accenture/State team is ready to support PeopleSoft HCM 9.2 in production—that the personnel, processes and procedures are in place to

be able to support the new application. Operational Readiness Test is addressed in more detail in Section 9 Testing.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Identification of business processes and test scripts • Documentation of test execution and results 	<ul style="list-style-type: none"> • Assist in identification of test conditions and creation of scripts • Assist Accenture in planning and execution of the Operational Readiness Test. The State will take primary responsibility for operational testing of legacy systems where required by the State-approved Operational Test Plan • Create or modify any batch processing

Application Rollout

Perform the work to move the PeopleSoft HCM 9.2 application into production.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Coordinate the production configuration of the Execution environment in preparation for deployment • Develop a Move to Production Readiness Checklist • Schedule and execute multiple dry runs of this Checklist, including at least 1 completely successful dry run, prior to actual Go-Live. • Turn over security administration processes to State • Deploy PeopleSoft HCM 9.2 	<ul style="list-style-type: none"> • Participate in the development of the Move to Production Readiness Checklist and perform activities during the actual move to production • State SME staff will verify and validate the results of Accenture's actual conversion to production execution • Deliver training to the end-users • Validate production security in production • Take on security administration processes • Deploy Infrastructure

13. POST GO-LIVE SUPPORT

Accenture will provide Post Go-Live Support for six (6) months as of Go-Live. Accenture will additionally provide Advisory Support Coverage Services for cyclical events during months 7-12 post Go-Live if the State purchases this Optional Implementation Service. Using a knowledge transfer approach with formal checkpoints along the way, Accenture will transfer responsibilities prior to Go-Live. Post-implementation production support will consist of technical, functional, and operational support. Accenture will provide guidance to the State in defining its future-state support organization.

13.1 RESPONSIBILITY MATRIX

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Provide guidance in defining production support organization for the first six months following Go-Live and the future State roles • Support for normal processing and cyclical events (e.g. Open Enrollment, Year-end) during the first 6 months following Go-Live • Manage and provide application support for the in-scope modules • Provide guidance in Payroll Batch setup and execution for production operations • Coordinate Post Go-Live Support Plan with the State Operations team • Provide Tier 2 production support to the State Help desk team • Track and report operational issues, periodically • Prioritize issue resolution based on system and user impact, such as High, Medium, or Low • Perform identified fixes to the production system • Provide advisory support on organization change management impacts • Manage, guide, and direct low risk support activities to the State to facilitate shadowing and transition activities • Assist the State with developing the Post Go-Live Support model • Develop PUM Strategy • Perform PUM Analysis and Planning • Support PUM execution for one PUM update • Transition the use of the Accenture PeopleSoft Upgrade Toolkit to the State. 	<ul style="list-style-type: none"> • Operate the Help Desk, which will be a single point of contact for user requests and incident handling • The Help Desk team collects the user details logging the call/ticket, determines the nature of problem or information needed, and resolve Level 1 tickets • Track problem reports • Manage user security profiles • Provide experienced, trained users with appropriate knowledge of the system and the State’s business processes to perform initial problem identification and act as the initial point of contact with the user community • Triage Level 1 tickets and route tickets appropriately to IT or Level 2 Application support teams • Manage organizational change impacts, with advisory support from the Accenture team • Monitor the Knowledge Transfer Plan with the Accenture team • Provide Infrastructure issue resolution through the IOT support organization • Manage internal and external integrations, related file distributions • Manage Batch operations and related escalations with State and Accenture production support personnel • Execute PUM update

The State may terminate the Post Go-Live Support Services and end the Post Go-Live Support Period, at its option, prior to the scheduled expiration date, by providing Accenture with at least thirty (30) calendar days of notice.

The Post Go-Live Support Period includes operational support of the application, ticket triage and break-fix resolution. Ticket triage and break-fix resolution will be performed on work products that Accenture developed. The State will be responsible for break-fix resolution of their work products.

For the duration of the Post Go-Live Support Period, Accenture assumes the State will retain legacy GEAC system or related data (tombstone backups) in read-only mode to facilitate root cause analysis or other data issues.

Accenture will provide the following services during the first six (6) months of the Post Go-Live Support Period:

- Support for normal processing and cyclical events (e.g. Open Enrollment, Year-end)
- Assist the State with developing the Post Go-Live Support model
- Assist the state with one PUM update during the Post Go-Live Support Period

Available as an Optional Implementation Service, the State may require Accenture to provide Advisory Support Coverage Services for cyclical events during months seven (7) through twelve (12) following Go-Live including:

- Advisory support coverage for cyclical events
- Support available on a remote or Onsite basis as defined by the State.
- Usage of support hours billed monthly based on support summary report and invoice.

14. BASIS OF COST ESTIMATE AND ASSUMPTIONS

14.1 SCOPE AND IMPLEMENTATION

- The HCM-Payroll Modernization Project will be implemented in an 18-month timeframe and will include an additional 6 months of Post-Implementation Support.
- The HCM-Payroll Modernization Project will configure/upgrade/implement 10 modules in PeopleSoft 9.2 and will include approximately 67 business processes. See list of modules and business processes and approach in Section 1.2 Functional Scope.
- To provide assistance to the State for one PUM update during the Post Go-Live Support Period, the existing Accenture team resources included on the Post Go-Live Support Period staffing plan will support the planning and analysis of the PUM and begin the design of retro-fit activities. The State will complete retrofit activities, perform testing and deploy the PUM upgrade.

14.2 GENERAL FUNCTIONAL

- Americans with Disabilities Act software compliance as delivered by Oracle in the PeopleSoft applications satisfies the needs of the State.
- The Project Team will integrate the new HCM-Payroll Modernization System as required to the State's following applications: Single Sign-On and Time Collection Devices. Implementation of these applications will be the responsibility of the State.
- The Project Team configures the PeopleSoft application to send confirmed payments (pay checks) files to the State's check print application. Check printing and distribution will be the responsibility of the State.
- The State foreign employee will not be processed in the HCM-Payroll Modernization System but rather will be processed manually outside of the HCM-Payroll Modernization System.

14.3 INTERFACES

- Interface technology will remain the same as its current state for all integrations, with the exception of integrations to Success Factors which could use application programming interface ("API") technology.
- Inbound and outbound interfaces will be processed using standard templates, to be designed during the HCM-Payroll Modernization Project. The State will be responsible for accepting the standard outbound interfaces and creating programs to provide data to other systems. Similarly, the State will provide inbound interface data from source systems in the prescribed format.

14.4 CONVERSIONS

- The State will perform legacy system data cleanup, reconciliation, and data extract and data mapping required for conversion.
- Data conversion requirements and extracts from legacy systems will be consistent across State agencies.

14.5 TECHNICAL ARCHITECTURE

- The State will select and license an enterprise batch scheduling tool prior to Go-Live. The State's selected batch scheduling tool will be used for batch scheduling.
- The State's PHIRE environment will be used for all code migrations.

- The following PeopleSoft HCM 9.2 environments are planned for the Project:
 - Development, Upgrade92, System Test, Gold Configuration
 - Integration Test, Conversion, Training, Parallel Test
 - User acceptance test, pre-production
- The State will provide necessary licenses and skills to facilitate the utilization of an I&AM solution for the HCM-Payroll Modernization System.

14.6 STATE STAFFING

- Anticipated State staffing has been included in Accenture's BAFO response to Attachment F6 Staffing Plan Template.
- The State Functional/Solutions Leads will be empowered as decision makers, during the Adopt and Adapt stages to formalize solution adoption and personalization requirements and to finalize and sign-off functional designs and RICEFWs.
- As key design decisions that impact business processes are finalized, the State will convert the new or changed business processes into revised policies and procedures and any associated organization changes as necessary or appropriate.
- The State will be responsible for any updates or configuration requirement in the PeopleSoft Financials application required to satisfy Project costing requirements.
- The State or its subcontractors would perform all design, development, and implementation activities for legacy and State third party systems. (e.g., any changes in legacy systems due to interfaces).
- The State shall be responsible for the performance of its other contractors, vendors or subcontractors engaged by the State in connection with the Project. Accenture will not be responsible for any third parties engaged by the State.
- The Accenture team will work with the State to lead, design, build-out, and validate application security for PeopleSoft HCM 9.2 and PeopleTools 8.57. The State will be responsible for implementing application security by assigning roles to appropriate users or user groups.

14.7 COST ASSUMPTIONS

Set forth below are obligations for which the State or Accenture will be responsible and assumptions upon which the Parties' rely in agreeing to this SOW.

ID	Assumption Description
CPA – 1	Payroll parallel testing is in scope and is a joint responsibility between Accenture and the State.
CPA – 2	Accenture has assumed 15 conversion load programs and 3,500 hours of effort will be required to support Payroll and Leave balance conversion from GEAC. The total number of conversion programs is based on the required State Conversion Data list provided in Attachment F2 Functional Requirements. The effort includes data mapping/ design, build, test, and the execution of 3 mock conversions.
CPA – 3	Based on requirements provided in Attachment F2 Functional Requirements related to Payroll, Time, and Leave, and Accenture's experience with similar statewide PeopleSoft implementations, 6,500 hours of Accenture effort and 3,000 hours of State effort are included to support the design, build, and test of 40 Reports, 40 Interfaces, 4 Extensions and 2 Workflows.
CPA – 4	The new HCM functionality will be implemented simultaneously, and in conjunction with the upgrade to PeopleSoft HCM 9.2., 1,500 hours of Accenture effort and 1,000 hours of State effort are included for HCM enhancement work based on the Personnel Administration, Classification and Compensation and Benefits Administration sections of Attachment F2 Functional Requirements. These hours include design, build, and test of 10 Reports, 5 Interfaces, 6 Extensions and 2 Workflows.
CPA – 5	The PeopleSoft HCM 9.2 upgrade will require approximately 3,000 hours of re-design, build, and test "Retro-fit" effort for existing customizations that cannot be retired. Estimated effort for this is based on the list of provided reports and interfaces, and the fit-gap assessment in Attachment H1, H2 and H3 documents, with the expectation that this analysis will be validated during the Initiate activities as the State has a goal to reduce customizations. All Retro-fit activities will be the responsibility of the State.
CPA – 6	Any unused counts and hours included in CPA-2, CPA-3, CPA-4, and CPA-5 are transferable and reusable throughout the duration of the Project.
CPA – 7	Accenture's customizations are based on requirements provided. If, during the Project, additional customizations are identified, an approved Change Request will be required pursuant to Section 1.11 herein.
CPA – 8	The State will perform all design, build, test, and implementation activities related to legacy and State third-party systems (e.g., any changes in legacy systems such as GEAC due to interfaces) and will be responsible for logistics and communications, related to third-party systems and services (e.g., banks) required for the Solution.
CPA – 9	PeopleSoft HCM 9.2 applications (including payroll and absence management) will be implemented on servers in the State's IOT data center. The State will be solely responsible for the IOT data center and its equipment, hardware, software and facilities.
CPA – 10	Three mock conversions will be executed.
CPA – 11	GEAC is the primary data source for the payroll conversion.
CPA – 12	Any PeopleSoft real-time interfaces required between SuccessFactors and PeopleSoft will be developed by Accenture using appropriate Web Services/APIs utilizing the services available in PeopleSoft when available. The State would develop within SuccessFactors the necessary interfaces to interact with PeopleSoft

ID	Assumption Description
CPA – 13	Accenture will provide a strategy and approach for engaging agencies during the implementation to prepare for Go-Live. Accenture will provide leadership and implementation direction and support to the State throughout the implementation for the change management services described in the strategy and approach. The State will lead the execution of the change activities for the duration of the implementation with full support and cooperation from Accenture.
CPA – 14	Accenture will use Transformation GPS (Accenture tool) to facilitate four Change Readiness Assessments during the Implementation Period. The same stakeholders who participate in the initial Transformation GPS (Accenture tool) Change Readiness Assessment (i.e., Change Readiness Assessment 1) will be targeted in subsequent iterations. Accenture will work with the State to determine the target audiences for the Change Readiness Assessments across dimensions such as agency, geography, job function/role, and level. It is up to the State to identify and provide Accenture with up to 3000 individuals to receive each cycle (up to 4) of the assessment.
CPA – 15	Accenture will provide the State with a template for preparing communications and draft content for communications related to implementation methodology, approach, and Project activities. The State will lead the development of all other communication materials with support from Accenture. The State will leverage existing means for communications and disseminate all communications.
CPA – 16	The State will manage and maintain communication distribution lists.
CPA – 17	The State will provide a Project website for end users. The State will post and manage content on the Project website.
CPA – 18	The State will manage attendance of State employees at workshops and other Project events.
CPA – 19	It is the responsibility of the State to work with State organizations to identify specific change impacts. The State readiness consultants will provide support to Accenture, leveraging their State knowledge and experience. It is also the responsibility of the State to ensure State organization specific change impacts are communicated within their organization.
CPA – 20	Accenture will support identification of system roles and responsibilities for the Payroll application. The State will be responsible for any resulting changes to organization structure or position descriptions.
CPA – 21	The State will arrange for PeopleSoft HCM 9.2 training as well as Technical PeopleSoft training to key team members prior to the Project start.
CPA – 22	Accenture will use State-provided licenses for Articulate Storyline and Captivate to create and publish training materials. Training materials may also be created using Microsoft Excel, PowerPoint, and Word.
CPA – 23	Understanding that the State has no current PeopleSoft HCM training materials, Accenture will be responsible for leading the creation of complete training materials for PeopleSoft 9.2. For HCM training materials, Accenture will be responsible for creating new or updating existing training materials due to moving from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2. Accenture will be responsible for communicating new features and functionality in PeopleSoft HCM 9.2 to end users.

ID	Assumption Description
CPA – 24	<p>For PeopleSoft Payroll training, including human resources, benefits administration, payroll, time and labor and absence management, and integration with PeopleSoft Financials, Accenture will be responsible for the design of a training curriculum of no more than:</p> <ul style="list-style-type: none"> - 18 web-based, self-service training course hours of up to 72 training topics, training exercises, and job aids - 19 instructor-led, classroom training course hours of up to 57 training topics, training exercises, and job aids <p>Accenture has allocated 2 FTEs to lead development of training materials based on the proposed curriculum and is responsible for 65% of the content. Accenture assumes State resources will also be assigned training topics, training exercises, and job aids to support development of the proposed curriculum and is responsible for 35% of the content. This workshare supports knowledge transfer and prepares the State to support sustainment training needs.</p>
CPA – 25	<p>Technical training for State Project Team members will be facilitated through mutually agreed to knowledge transfer activities during the implementation.</p>
CPA – 26	<p>The State is responsible for the physical material (paper) printing and dissemination of all non-electronic, Project communication and training materials required.</p>
CPA – 27	<p>Accenture will conduct a train-the-trainer program with support from the State to prepare State training resources to deliver end-user training prior to Go-Live. Accenture will train State trainers at a central, State-provided location. One initial training class for each course identified for classroom training will be performed by Accenture for State trainers to learn the material. One additional teach-back session of each course identified for classroom training will be performed by Accenture for State trainers to practice delivery and receive coaching from Accenture and peers.</p>
CPA – 28	<p>State trainers completing train-the-trainer courses will deliver all end user training for end users without direct involvement from Accenture. The State trainers will support all training needs following Go-Live. State trainers will have the required capabilities to deliver training to the end-user population with minimal support.</p>
CPA – 29	<p>The State is responsible for identifying and scheduling State training participants to training sessions.</p>
CPA – 30	<p>The State will provide training facilities for all train-the-trainer and end-user training sessions.</p>
CPA – 31	<p>The State will provide internal infrastructure tools and resources required for the HCM-Payroll Modernization Project, including PHIRE, Alchemy, BulletProof FTP, SFTP, SharePoint and VPN, PeopleTools, SQLDeveloper.</p>
CPA – 32	<p>PeopleSoft HCM 9.2 applications (including payroll) will be implemented on servers in the State's IOT data center.</p>
CPA – 33	<p>Migration from Windows Server 2003 to Oracle Enterprise Linux will be completed by the State without assistance from Accenture.</p>
CPA – 34	<p>The State will provide required and approved remote connectivity services and related software to Accenture and its subcontractors, at no additional cost.</p>
CPA – 35	<p>The State will procure, manage and maintain software and licenses or title (to PeopleSoft, PeopleTools and any necessary Oracle or other third-party software) and will secure necessary hardware vendor support for State systems. Such title and/or license will provide unrestricted access to the Project Team for use with Project delivery activities.</p>

ID	Assumption Description
CPA – 36	Utilizing the Accenture recommended infrastructure capacity as reflected in the Recommended Infrastructure tab of Attachment F1 Technical Requirements as a guideline, the State will provide the hardware required to support the HCM-Payroll Modernization Project.
CPA – 37	The State will continue to use Active Directory and native PeopleSoft security pursuant to the State's existing design. Changes to enterprise directory/I&AM security design and approach are not in scope for this Project.
CPA – 38	Accenture will be responsible for PeopleSoft HCM 9.2 application security, along with the development of new roles identified for all new areas of functionality being implemented, including but not limited to payroll, absence management, ESS, and MSS.
CPA – 39	The State will identify any personal identifiable information data and scramble or mask it for development and testing purposes.
CPA – 40	The State or its designated third-party audit team will perform penetration testing activities using State resources with full support and cooperation from Accenture for applicable code remediation and validation related to the PeopleSoft 9.2 HCM application code. All other software, operating system, network, and infrastructure vulnerability remediations are a responsibility of the State. The State will own and manage any software or tools related to penetration (ethical hack) test activities. Any PeopleSoft out-of-the-box vulnerabilities are a responsibility of Oracle for remediation.
CPA – 41	The State will perform any necessary legacy system decommissioning required for the successful completion of the HCM-Payroll Modernization Project.
CPA – 42	Scope of historic data archival or conversion will follow the directions and specifications outlined in the Attachment F1 Technical Requirements.
CPA – 43	PeopleSoft HCM 9.2 will be performed as in-place upgrade of current HCM 9.1. Historical data will be upgraded as part of the upgrade process. Minimal additional data conversion and transformation of existing HCM data (e.g. Life Events) may be required. Also, minimal data conversion from external sources (HCM data that does not get converted through the use of the upgrade scripts or does not have a clear home) may be required. Six (6) conversions for 1400 hours of Accenture design/build/test effort are included.
CPA – 44	Current State file transmission service provider, BulletProof FTP, will be utilized for the PeopleSoft payroll interfaces. Appropriate file systems necessary for PeopleSoft payroll file transmissions will continue to utilize AOSINDYFTP and AOSINDYNAS or similar State offered alternatives for file management.
CPA – 45	Accenture is not responsible for Project delays that are entirely outside Accenture's control (e.g. availability of environments, completion of readiness activities owned by the State, technical and development activities owned by the State).
CPA – 46	<p>The approach to the usage of Fluid vs. Classic pages will be aligned to the capability available and the end user need.</p> <p>Fluid pages are designed to provide a more intuitive user experience and will be utilized for Employee and Manager self-service pages, where available within the PeopleSoft Payroll and PeopleSoft Absence Management modules. All other pages will utilize Classic pages.</p> <p>For existing HCM Modules, the approach will be to retain the existing page format. If Fluid Employee and Manager Self Service pages are available, these will be upgraded to use Fluid.</p> <p>Training materials will not be updated to reflect Fluid page design.</p>

ID	Assumption Description
	Finally, if custom pages are designed and built, the approach will be to use Classic for end users and Fluid for Self Service users.
CPA – 47	The Contract, including the Contract Value and Term, includes a ten-percent (10%) tolerance or variance for an Amendment or Contract Modification based on a change to, or an incorrect or inaccurate estimate of, the scope, hours, steps, requirements or specifications to complete a Deliverable or the Work.
CPA – 48	The Solution includes delivery of 4 chatbot scenarios - update phone, address, email, lookup of leave balance - utilizing the prebuilt chatbot shown during oral presentations. The implementation of the chatbot scenarios is dependent on the State acquiring an Oracle Digital Assistant (“ODA”) for PeopleSoft license and licensing Twilio and Oracle Cloud Infrastructure for SMS messaging. The State will provide a technical architecture resource to assist with setting up the security/firewall rules to access ODA from the on-premises PeopleSoft HCM application.
CPA – 49	Training materials will be maintained by the State as of Go-Live.
CPA – 50	The State will issue State provided laptops to each Accenture team resource pursuant to Article III, Section 50.D and Section 50.E of the Base Contract. These laptops will be provided for Accenture Onsite and offsite Project Team members. The intent is to provide approximately 30 laptops to Accenture resources based on the estimated resource start timing reflected in Attachment F6 Staffing Plan Template. Additionally, the intent is to allow Accenture resources to work throughout the day, in the evening and on the weekends, and any other time while not on site. Finally, these laptops will have the necessary software (e.g., Microsoft Project, Microsoft Visio, Microsoft Office and PeopleSoft development tools) and connectivity required to enable work to be performed in a timely fashion. The software and connectivity are expected to be substantially equivalent to the necessary software and connectivity provided to State employees in similar roles.
CPA – 51	The State would provide and manage all implementation environments. Accenture would provide the State with environment specifications, time lines and advisory support.
CPA – 52	For the Status Report Deliverables in the Post Go-Live Support Period, the State will provide Accenture access to the State’s HelpDesk tools.



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October 29, 2019

Sean Cooper, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

RE: Modernize the Human Resources and Payroll Business Processes and Technologies (RFP 19-105)

Dear Mr. Cooper:

Thank you for providing Accenture LLP (Accenture) the opportunity to submit our Best and Final Offer (BAFO) response to demonstrate our ability and willingness to partner in the transformation of the State of Indiana's human capital management (HCM) and payroll system. We understand the importance of an initiative of this scale and the criticality of a timely and accurate payroll for Indiana employees. We are confident that our response, which reflects Accenture's deep public sector experience spanning 30 years, during which we have been the prime ERP System Integrator for 14 statewide PeopleSoft ERP implementations, will exceed your expectations. **Accenture is committed to the State of Indiana and we would like to demonstrate that through the investment which is reflected in our updated BAFO to the state.**

We have carefully reviewed the information provided and developed a response which builds upon the requirements and brings together our vast and deep functional and technical acumen with HCM and Payroll transformations that the State desires. The State's goal is to have a modern HCM and Payroll which eliminates the use of unnecessary customizations and replace the legacy GEAC solution with functions provided by PeopleSoft. We plan on using our proprietary Accenture Enterprise Services for Government (AESG) accelerator to bring best practices to the State which will accelerate and add value to your transformation journey.

A collaboration with Accenture will help you deliver a high-quality transformation to the Indiana employees, retirees and vendors and enable the State to meet its objectives by effectively using the State's funds to ensure timely delivery and manage risks and bring the best in class to the State. The Accenture team offers:

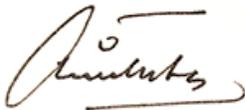
- More PeopleSoft and back office transformation experience in state government than any other potential partner.
- Industry best practices and accelerators to realize quick wins and prevent pitfalls.
- Experience and tested tools that reduce risk.
- A team designed to bring both local presence and national thought leadership which includes former state government officials who understand your role.

Accenture is proud of our long history of collaborating with Indiana institutions, both public and private, to support large modernization and transformational efforts such as at the Indiana Bureau of Motor Vehicles, Indiana Department of Revenue, Anthem, and many others. We also strive to contribute to the advancement and well-being of Hoosiers through our involvement in nonprofits such as Make-A-Wish foundation and Dress for Success.

Accenture agrees to provide the requested products and/or services, subject to the terms and conditions set forth in the RFP, including but not limited to, the State's mandatory contract clauses. We submit this proposal based on the understanding and condition that the Auditor of the State, State Personnel Department, Indiana Office of Technology, and Accenture will have an opportunity to work together in a spirit of cooperation to discuss, clarify, and agree on the specific scope of services, deliverables, schedules, responsibilities between the parties, assumptions, and SOW terms applicable to the proposed services for the HCM-Payroll Modernization.

Please do not hesitate to contact me at amit.x.mehta@accenture.com or 281-414-9637 if you have any questions about our response or capabilities. On behalf of our Accenture team, thank you for the opportunity to submit our response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amit Mehta', with a stylized flourish at the end.

Amit Mehta
Managing Director, Accenture LLP

Per RFP Section 2.2 Transmittal Letter, we have included two attachments that contain Accenture’s response to the requested Transmittal Letter requirements.

- Attachment A – Response to RFP Requirements Section 2.2 Transmittal Letter
- Attachment B – Response to RFP Requirements Section 1.19 Confidential Information

Attachment A – Response to RFP Requirements Section 2.2 Transmittal Letter

Per RFP Section 2.2 Transmittal Letter, the following table represents Accenture’s response to the requirements requested.

Transmittal Letter Requirements	
Requirement	Accenture Response
<p>2.2.1 Agreement with Requirements listed in Section 1 The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/ conditions listed in Section 1.</p>	<p>Accenture understands the general information presented in Section 1 of the RFP and agrees with the requirements/conditions listed in Section 1.</p>
<p>2.2.2 Summary of Ability and Desire to Supply the Required Products or Services The Transmittal Letter must briefly summarize the Respondent’s ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent’s willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State’s mandatory contract clauses.</p>	<p>Accenture has an unmatched history with experience in implementing PeopleSoft in State Government environments, serving as the prime System Integrator for 14 different states that deployed this solution. This includes HCM upgrade experience to 9.2 such as Indiana is seeking. Our resources our skilled across the required functional and technical domains and are backed by a rigorous methodology and approach to complete a successful project. We bring tools and accelerators such as AESG that include our knowledge of leading practices to help the State reach its desired future state. We believe our responses to each of the requirements defined in Section 2.4 of the RFP will demonstrate our ability to supply the requested services that meet your requirements.</p> <p>Accenture agrees with the majority of the terms and conditions set forth in the RFP, including the mandatory contract clauses. However, Accenture would like to negotiate and clarify certain discreet terms as they relate to this scope of work. Per the instructions in the RFP, Accenture has identified the contract sections in Section 2.3.15 of Attachment E Business Proposal Template.</p>

Transmittal Letter Requirements

Requirement	Accenture Response
<p>2.2.3 Signature of Authorized Representative A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.</p>	<p>Amit Mehta, Managing Director, is authorized to commit Accenture LLP to its representations and certifies that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4.</p> <p>Principal Contact: Amit Mehta Address: 55 Monument Circle Suite 1200 B, Indianapolis, IN 46204 Telephone: 281-414-9637 Fax: N/A E-mail address: amit.x.mehta@accenture.com</p>
<p>2.2.4 Respondent Notification Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail. It is the Respondent’s obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.</p>	<p>Accenture LLP acknowledges that we will be notified via e-mail at amit.x.mehta@accenture.com. We will notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation.</p>
<p>2.2.5 Confidential Information Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq. (see section 1.19). Provide the following information:</p> <ul style="list-style-type: none"> • List all documents, or sections of documents, for which statutory exemption to the APRA is being claimed; • Specify which statutory exception of APRA applies for each document, or section of the document; • Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document. • Provide a separate redacted (for public release) version of the document. 	<p>Accenture LLP hereby asserts its rights under the provisions of the Access to Public Records Act (APRA), IC-5-14-3 et seq., to support its claims that certain redacted information contained within Accenture’s Request for Services (RFP) Response, (hereinafter, “Response”), contains highly sensitive data, materials, and methodologies. Please see Attachment B – Response to RFP Requirements 1.19 Confidential Information.</p>
<p>2.2.6 Other Information This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.</p>	<p>Not applicable.</p>

Attachment B – Response to RFP Requirements Section 1.19 Confidential Information

Notice of Inclusion of Trade Secret, Confidential and Proprietary Business Information

Accenture LLP hereby asserts its rights under the provisions of the Access to Public Records Act (APRA), IC-5-14-3 et seq, to support its claims that certain redacted information contained within Accenture's Request for Proposal (RFP) Response, (hereinafter, "Response"), contains highly sensitive data, materials, and methodologies. Specifically, where narrative materials, exhibits, documents, diagrams and figures have been redacted herein, they should not be released into the public domain to third-party requestors. As discussed here, the redacted information contains, information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy ("Trade Secret Information").

Pursuant to the exceptions and provisions under the provisions of APRA IC-5-14-3-et seq, Accenture asserts that it has taken reasonable efforts under the circumstances to maintain the secrecy of its Trade Secret Information and any release of "Trade Secret Information" into the public domain would operate counter to well-established precedent concerning the protection of a parties' sensitive commercial information under specific circumstances.

Indeed, information contained in the Response includes Trade Secret Information regarding Accenture's performance and delivery methodologies. Thus, Accenture considers the information that it has chosen to redact in the enclosed Response to be exempt from Public Disclosure as a Trade Secret and is Proprietary, Confidential and inclusive of Competitively Sensitive Accenture Business Information. All Information and materials that Accenture has determined as qualifying for an exemption from disclosure under the applicable Indiana Law are being submitted with a clearly visible redaction marking placed on the relevant portions of the applicable pages and are individually identified in a Redaction Index. The information redacted is particularized and falls within the categories of materials exempt from public disclosure. To be clear, information that the State of Indiana Department of Administration shall use to evaluate Accenture's RFP Response is not redacted.

Here, Accenture is including – and thus redacting – information that is commercial in nature, technical in scope, inclusive of financial information, and includes, formula, pattern, compilation, program, device, method, technique, designs, processes and proprietary procedures. Accenture's submitted and redacted information concerning the "how to" of its proposed delivery to the State of Indiana is secret (in that it is not freely shared nor exchanged without protection of a legally enforceable non-disclosure agreement or applicable law), of great value and used regularly by the company's business units as an advantage in the highly competitive technology development and professional services market segment. As the Indiana legislature determined (and as is reflected in the relevant statute), the disclosure of trade secrets not only negatively impacts the business interests of commercial entities such as Accenture by damaging them in the marketplace, but ultimately impairs the effective and efficient administration of governmental functions due the chilling effect of such material being under threat of widespread public release (see APRA IC-5-14-3-et seq.).

In particular, any release of the Accenture Trade Secret information into the public domain will only serve to inflict undue harm to Accenture as a corporate entity, inflict harms to privacy on Accenture personnel, former Accenture Client personnel and third-party individuals, diminish Accenture's competitive position in

the market, and violate existing agreements between Accenture and other commercial and government entities regarding the release of particular and proprietary information.

As an illustrative example reflective of the types of redactions included herein, information concerning how Accenture describes delivery or alternative methods via a diagram or visual representation of the delivery process should not be unduly exposed to market competitors when such information is routinely protected from undue disclosure and only revealed to Clients and other third-parties pursuant to Non-Disclosure Agreements and well-established rules and laws concerning confidentiality.

At the bottom, Accenture asserts that harm, both public and private, imposed by the disclosure of trade secrets and other proprietary information significantly outweighs any public benefit derived from such disclosure. Indeed, the public’s ability to scrutinize and monitor the Department’s actions in this procurement shall not be diminished by the nondisclosure and continued protection of Accenture’s trade secrets. Accenture is therefore submitting the Confidential, Proprietary and Trade Secret Information enclosed herein (and as identified in the accompanying Redaction Index) to the State of Indiana upon the condition that it shall not be duplicated, distributed, or shared outside of the Indiana State Government, in accord with applicable Indiana Law.

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INDIANA DEPARTMENT
OF ADMINISTRATION

ON BEHALF OF:
AUDITOR OF STATE,
STATE PERSONNEL
DEPARTMENT AND
INDIANA OFFICE
OF TECHNOLOGY

DETAILS MATTER



Measured Precision for
Indiana HCM and Payroll

**MODERNIZE THE HUMAN
RESOURCES AND PAYROLL
BUSINESS PROCESSES
AND TECHNOLOGIES**

**Best and Final Offer (BAFO)
RFP 19-105 | October 29, 2019**

**accenture**



INDIANA DEPARTMENT OF ADMINISTRATION
ON BEHALF OF:
**AUDITOR OF STATE, STATE PERSONNEL
DEPARTMENT AND INDIANA OFFICE
OF TECHNOLOGY**

MODERNIZE THE HUMAN RESOURCES AND PAYROLL BUSINESS PROCESSES AND TECHNOLOGIES

Best and Final Offer (BAFO)

RFP 19-105 | October 29, 2019

SUBMITTED TO:

Sean Cooper, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

SUBMITTED BY:

Amit Mehta, Managing Director
Accenture LLP
55 Monument Circle
Suite 1200 B
Indianapolis, IN 46204

**accenture**

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- BC*forward* MBE Letter of Commitment
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ATTACHMENT A1 IVOSB PARTICIPATION PLAN FORM

- Attachment A1 Indiana Veteran Owned Small Business RFP Subcontractor Commitment Form
- Esource Resources IVBE IDOA Certification Letter
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ATTACHMENT F8 FUTURE-STATE PROCESS DEFINITION TEMPLATE

- Attachment F8 Future-State Process Definition Template

LEGAL DISCLAIMER

The content of this document is subject to formal contract negotiations. Nothing in this document shall form the basis for any contract, and nothing contained in this document will be binding against Accenture unless expressly agreed to by Accenture under a formal contract. All representations and warranties, whether express or implied by statute, law, or otherwise, are hereby excluded.

Accenture is pleased to submit this Response in response to the Indiana Department of Administration (“IDOA”) Request for Proposal RFP 19-105 Auditor of State, State Personnel Department and Indiana Office of Technology to Modernize the Human Resources and Payroll Business Processes and Technologies, and while this Response is not meant to constitute a formal offer, acceptance or contract, Accenture is submitting this Response based on the express understanding and condition that IDOA and Accenture will have an opportunity to work together in a spirit of cooperation to discuss, clarify and agree upon the specific scope of services, deliverables, schedules, responsibilities between the parties, assumptions, and contract terms and licenses applicable to the proposed services. In response to the RFP, Accenture has included a response to Appendix E, the preliminary terms and conditions.

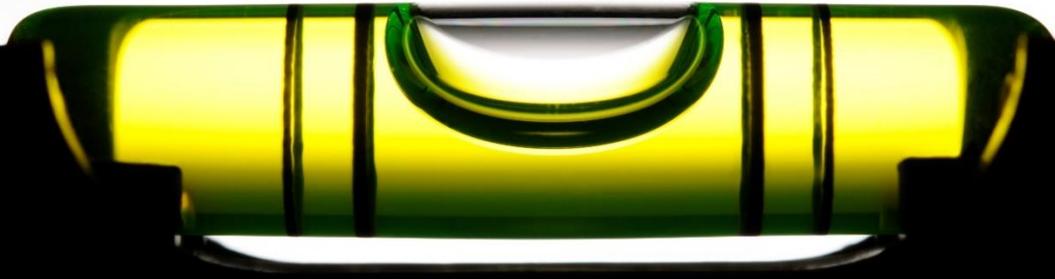
To the extent that this Response refers to trademarks that may be owned by others, the use of such trademarks is not an assertion of ownership of such trademarks by Accenture and is not intended to represent or imply the existence of an association between Accenture and the lawful owners of such trademarks.

Accenture interprets the following words and phrases used in the Response in the manner indicated: “maximize”, “optimize”, “optimal” means to improve to a commercially reasonable degree; “minimize” means to reduce to a commercially reasonable degree; “best” means leading or of a high standard; “partner”, “partnerships” does not mean a legal partnership, but rather a collaborative relationship; “right” where used as an adjective means appropriate; and “ensure” and “enable” means to use commercially reasonable efforts to implement.

This document was prepared on the instructions and information given by IDOA and accordingly no responsibility is accepted for any inaccuracy or error or any action taken or not taken in reliance on such instructions in this document.

These limitations are not in any way intended to restrict continuing business discussions between IDOA and Accenture.

DETAILS
MATTER



BAFO UPDATE SUMMARY

Accenture LLP (Accenture) would like to thank AOS, SPD and IOT for the opportunity to provide a “Best and Final Offer” (BAFO) for Indiana’s modernization project for HR and Payroll, RFP# 19-105. We have included our updated proposal in its entirety as requested. The summary of the changes included in our BAFO are as follows:

[REDACTED]

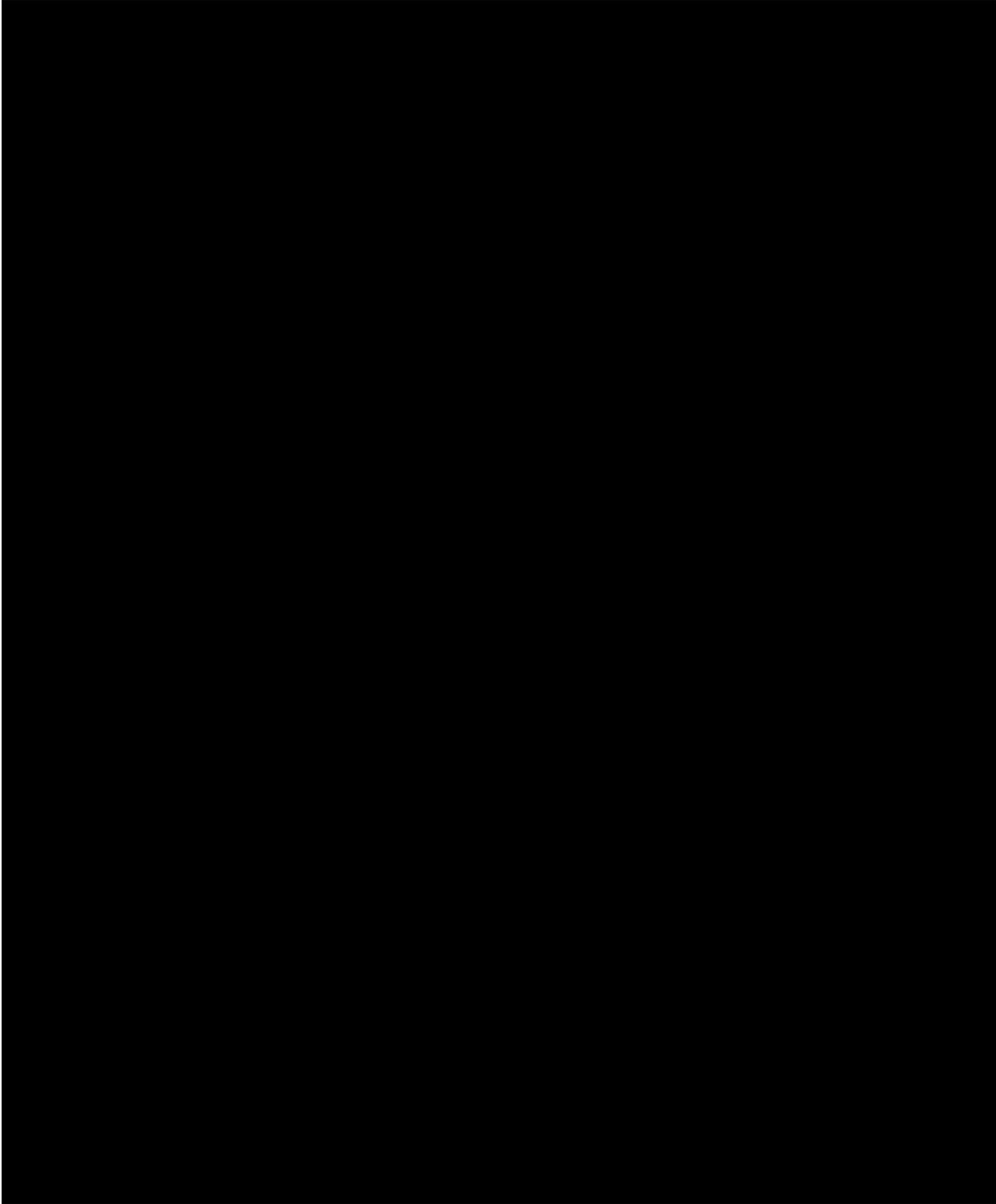
COST PROPOSAL

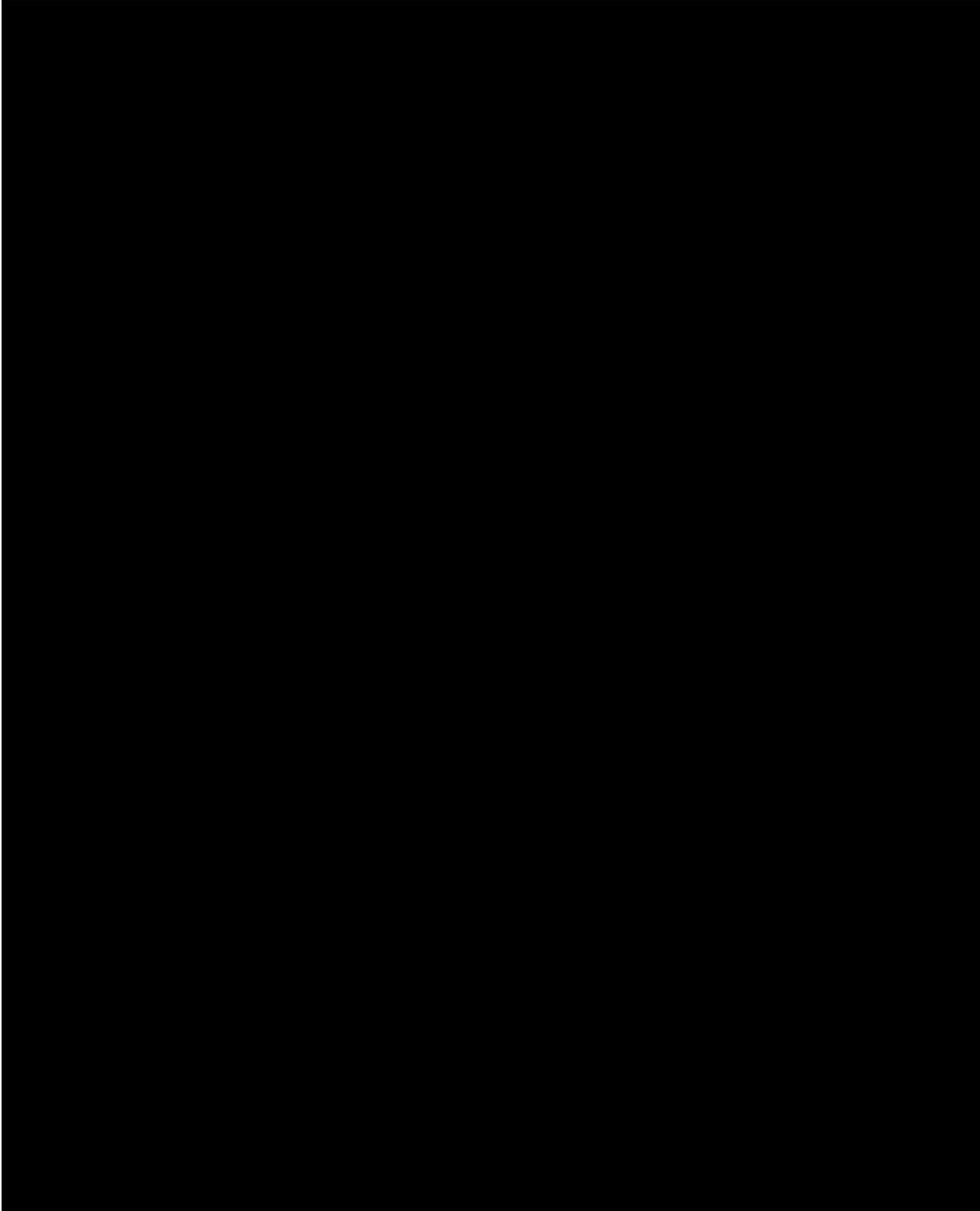
[REDACTED]

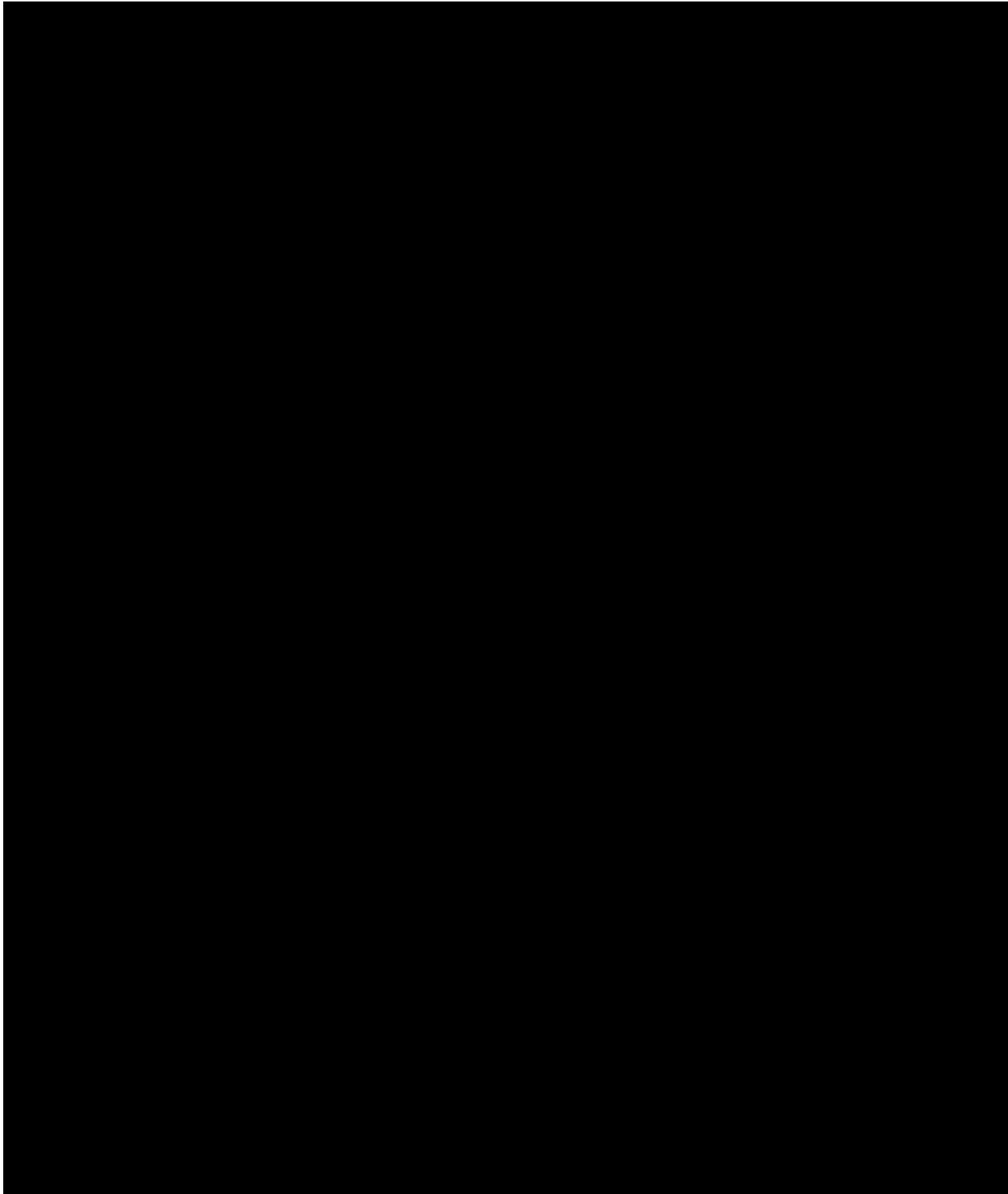
SUMMARY OF CHANGES

The table below provides a summary of the changes for each Attachment of our BAFO response.

[REDACTED]









CLOSING

[Redacted text block containing multiple lines of blacked-out content]

ATTACHMENT A
MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
COMMITMENT FORM

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDOA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF
COMMITMENT (MWBE)

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "**TOTAL BID AMOUNT**" and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019 by 3:00 PM EST

TOTAL BID AMOUNT: ██████████

<input checked="" type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name: Sondhi Solutions		Contact Person: Jason Johns	
Address: 47 S. Pennsylvania St., Suite 400 Indianapolis, IN 46204		E-mail: jjohns@sondhisolutions.com	
Sub-Contract Amount: ██████████		Telephone Number: (317) 559-4209	Fax Number: () N/A
Sub-Contract Percentage of Total Bid: ██████		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
		Information Technology Consultation Services	
Provide approximate dates when Sub-Contractor will perform on this project: August 2020-July 2021 (for Adopt stage to Deploy stage); August 2021-January 2022 (for Post Go-Live Support stage)			

<input checked="" type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name: Bucher + Christian Consulting, Inc. d/b/a BCforward		Contact Person: Todd Tolson	
Address: 9777 North College Ave. Indianapolis, IN 46280		E-mail: Todd.Tolson@BCforward.com	
Sub-Contract Amount: ██████████		Telephone Number: (317) 493-2017	Fax Number: (866) 881-7769
Sub-Contract Percentage of Total Bid: ██████		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
		Temporary Personnel Services	
Provide approximate dates when Sub-Contractor will perform on this project: August 2020-July 2021 (for Adopt stage to Deploy stage); August 2021-January 2022 (for Post Go-Live Support stage)			

Accenture LLP
 Respondent Firm
 55 Monument Circle, Suite 1200 B
 Address
 Indianapolis, IN 46204
 City/State/Zip Code
 Amit Mehta
 Representative
 October 29, 2019
 Date

(281) 414-9637
 Telephone Number
 N/A
 Fax Number
 amit.x.mehta@accenture.com
 Email Address 
 Authorizing Signature
 Amit Mehta, Managing Director
 Printed Name and Title

Please check if additional forms are attached.
 Page 2 of 3

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019 by 3:00 PM EST

TOTAL BID AMOUNT: ██████████

<input type="checkbox"/> MBE Firm <input checked="" type="checkbox"/> WBE Firm			
Company Name: aFit Staffing, Inc.		Contact Person: Julie (Booth) Phillips	
Address: 1075 Broad Ripple Ave., Suite 331 Indianapolis, IN 46220		E-mail: julie@afitstaffing.com	
Sub-Contract Amount: ██████████		Telephone Number: (317) 418-5062	Fax Number: () N/A
Sub-Contract Percentage of Total Bid: ██████████		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
		Information Technology Consultation Services	
Provide approximate dates when Sub-Contractor will perform on this project: June 2020-July 2021 (for Adopt stage to Deploy stage); August 2021-October 2021 (for Post Go-Live Support stage)			

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name: N/A		Contact Person:	
Address:		E-mail:	
Sub-Contract Amount:		Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:			

Accenture LLP
 Respondent Firm
 55 Monument Circle, Suite 1200 B
 Address
 Indianapolis, IN 46204
 City/State/Zip Code
 Amit Mehta
 Representative
 October 29, 2019
 Date

(281) 414-9637
 Telephone Number
 N/A
 Fax Number
 amit.x.mehta@accenture.com
 Email Address 
 Authorizing Signature
 Amit Mehta, Managing Director
 Printed Name and Title

Please check if additional forms are attached.
 Page 3 of 3

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Division of Supplier Diversity

Indiana Government Center South
402 West Washington Street, Room W469
Indianapolis, IN 46204
(317) 232 - 3061

July 11, 2018

Mr. Jason Sondhi
Sondhi Solutions, LLC
47 S Pennsylvania St., Suite 400
Indianapolis, IN 46204

Subject: Application for MBE Certification

Dear Mr. Sondhi,

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that Sondhi Solutions, LLC, is hereby certified as a Minority Business Enterprise (MBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Minority Business Enterprise participation:

UNSPSC CODE(S)

<i>Code</i>	<i>Description</i>
80101507	Information technology consultation services
80101600	Project management
80111604	Temporary technician staffing needs

On September 13, 2010, the Governor's Commission on Minority and Women's Business Enterprises approved the department's effort to streamline its recertification process. Instead of conducting an onsite visit to each company seeking recertification, the department now has the discretion to waive the visit after a thorough review of the company's file and recertification documents. We have approved your recertification and it is valid through **July 31, 2021**. Please note that IDOA continues to reserve the right to conduct a site visit or phone interview at any time to certified companies.

Although your certification is valid for a three-year period, you are required to submit an annual ***Affidavit of Continued Eligibility (ACE)*** form, located at www.in.gov/idoa/mwbe/files/ACE_Form.pdf. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide an ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership and control.

We encourage you to visit IDOA's procurement website, www.in.gov/idoa/2464.htm, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit www.in.gov/idoa/mwbe/2743.htm to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy L. Wolf". The signature is written in a cursive style with a large initial "A" and a checkmark-like flourish at the end.

Amy L. Wolf, Deputy Director of Certification
Indiana Department of Administration
Division of Supplier Diversity

ALW:cl



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Division of Supplier Diversity

Indiana Government Center South
402 West Washington Street, Room W478
Indianapolis, IN 46204
(317) 232 - 3061

8/24/2017

Justin Christian
Bucher and Christian Consulting, Inc.
9777 N. College Ave
Indianapolis, IN 46280

Subject: Application for MBE Certification

Dear Mr. Christian,

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that **Bucher and Christian Consulting, Inc.** is hereby certified as a Minority Business Enterprise (MBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Minority Business Enterprise participation:

UNSPSC CODE(S)

<i>Code</i>	<i>Description</i>
80111600	Temporary personnel services
80111700	Personnel recruitment
80111701	Staff recruiting services
80161501	Office administration or secretarial services
80161504	Clerical services
81111506	Client or server programming services
81141500	Quality control
83111507	Call centre bureau services
84111500	Accounting services
85121901	Pharmaceutical preparation services
85131701	Pharmaceutical research services
93141802	Recruitment services

On September 13, 2010, the Governor's Commission on Minority and Women's Business Enterprises approved the department's effort to streamline its recertification process. Instead of conducting an onsite visit to each company seeking recertification, the department now has the discretion to waive the visit after a thorough review of the company's file and recertification documents. We have approved your recertification and it is valid through **8/31/2020**. Please note that IDOA continues to reserve the right to conduct a site visit or phone interview at any time to certified companies.

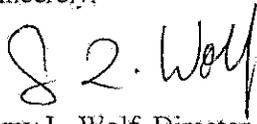
Although your certification is valid for a three-year period, you are required to submit an annual *Affidavit of Continued Eligibility (ACE)* form, located at www.in.gov/idoa/mwbe/files/ACE_Form.pdf. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide an ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership and control.

We encourage you to visit IDOA's procurement website, www.in.gov/idoa/2464.htm, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit www.in.gov/idoa/mwbe/2743.htm to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

We ask that you please contact Amy L. Wolf, Director of Certification, at (317) 232-3061 or awolf@idoa.in.gov if you have any questions or concerns about your letter.

Sincerely,

A handwritten signature in black ink that reads "Amy L. Wolf". The signature is written in a cursive style with a large initial "A" and "W".

Amy L. Wolf, Director of Certification
Indiana Department of Administration
Division of Supplier Diversity

ALW:ytj



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION Division of Supplier Diversity

Indiana Government Center South
402 West Washington Street, Room W478
Indianapolis, IN 46204
(317) 232 - 3061

11/30/2017

Julie Booth
Afit Staffing Inc.
1075 Broad Ripple Ave, Suite 331
Indianapolis, IN 46220

Subject: Application for WBE Certification

Dear Ms. Booth,

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that **Afit Staffing** is hereby certified as a Women's Business Enterprise (WBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Women's Business Enterprise (WBE) participation:

UNSPSC CODE(S)

<i>Code</i>	<i>Description</i>
81111810	Software coding service
81111808	System analysis service
80101507	Strategic planning consultation services
80000000	Information technology consultation services
81160000	Management and Business Professionals and Administrative Services
80141612	Information Technology Service Delivery
80111608	Sales or marketing programs
80111609	Temporary information technology software developers
80100000	Temporary information technology systems or database administrators
86000000	Management advisory services
80101600	Education and Training Services
80101504	Project management
	Strategic planning consultation services

This certification is valid through 11/30/2020.

Although your certification is valid for a three-year period, you are required to submit an annual **Affidavit of Continued Eligibility (ACE)** form, located at http://www.in.gov/idoa/files/ACE_Form.pdf. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide the ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership or control.

We encourage you to visit IDOA's procurement website, <http://www.in.gov/idoa/2463.htm>, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for

Reference: Afit Staffing Inc.

business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit <http://www.in.gov/idoa/minority/Certifications.xls> to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

We ask that you please contact Amy L. Wolf, Director of Certification, at (317) 232-3061 or awolf@idoa.in.gov if you have any questions or concerns about your letter.

Sincerely,



Amy L. Wolf, Deputy Director of Certification
Indiana Department of Administration
Division of Supplier Diversity

ALW:ytj



October 28, 2019

Amit Mehta
Accenture LLP
55 Monument Circle
Suite 1200 B
Indianapolis, IN 46204

RE: Modernize the Human Resources and Payroll Business Processes and Technologies (RFP 19-105)

Dear Mr. Mehta,

Sondhi Solutions is pleased to participate in the proposed bid of RFP 19-105 for the Indiana Department of Administration on behalf of the Auditor of State, State Personnel Department and Indiana Office of Technology for the State of Indiana. In the event Accenture is chosen to fulfill this RFP, our company will serve as a subcontractor to Accenture for the purpose supporting PeopleSoft HCM-Payroll Modernization project activities.

Founded in 2009 and headquartered in Indianapolis, Sondhi Solutions provides information technology support and staffing to over 70 clients across the Midwest and Southwest. Our business is listed in the Indiana Department of Administration Directory of Certified Firms as a Minority Business Enterprise (MBE). Sondhi Solutions' IDOA Bidder ID Number is 0000024029.

As an Indiana MBE subcontractor certified to provide information technology consultation services, we anticipate providing consulting services to support:

- Development services
- Security services

Our subcontracted services will be in the amount of [REDACTED] of the TOTAL BID AMOUNT. As requested in the RFP, these services would be provided from the Adopt stage to Deploy stage, with the anticipated period of 12 months (August 2020-July 2021), with a subset of resources extended for Post Go-Live Support (August 2021-January 2022). Sondhi Solutions is willing to take on this project and to carry out our responsibilities as a subcontractor to Accenture.

We look forward to working with Accenture and the State of Indiana on this important initiative.

Regards,

A handwritten signature in black ink, appearing to read 'Jason Sondhi', is positioned above the typed name.

Jason Sondhi
President

October 28, 2019

Accenture LLP
55 Monument Circle
Suite 1200 B
Indianapolis, IN 46204

RE: Modernize the Human Resources and Payroll Business Processes and Technologies (RFP 19-105)

Dear Mr. Mehta,

Bucher + Christian Consulting, Inc. (*BCforward*) is pleased to participate in the proposed bid of RFP 19-105 for the Indiana Department of Administration on behalf of the Auditor of State, State Personnel Department and Indiana Office of Technology for the State of Indiana. In the event Accenture is chosen to fulfill this RFP, our company will serve as a subcontractor to Accenture for the purpose supporting PeopleSoft HCM-Payroll Modernization project activities.

BCforward is the largest PMO and IT staffing company headquartered in Indiana and the largest Minority Business Enterprise (MBE) in Indiana, leveraging resources and processes to assist in the solution of business problems and staffing needs. Since our founding in 1998, *BCforward* has been engaged with ERP implementations, project management, and training and support services. Our business is listed in the Indiana Department of Administration Directory of Certified Firms as a Minority Business Enterprise (MBE). *BCforward's* IDOA Bidder ID Number is 0000006310.

As an Indiana MBE subcontractor certified to provide temporary personnel services, we anticipate providing consulting services to support:

➤ Development services

Our subcontracted services will be in the amount of [REDACTED] of the TOTAL BID AMOUNT. As requested in the RFP, these services would be provided from the Adopt stage to Deploy stage, with the anticipated period of 12 months (August 2020-July 2021), with a subset of resources extended for Post Go-Live Support (August 2021-January 2022). *BCforward* is willing to take on this project and to carry out our responsibilities as a subcontractor to Accenture.

We look forward to working with Accenture and the State of Indiana on this important initiative.

Regards,



Justin Christian
CEO/President



October 28, 2019

Amit Mehta
Accenture LLP
55 Monument Circle
Suite 1200 B
Indianapolis, IN 46204

RE: Modernize the Human Resources and Payroll Business Processes and Technologies (RFP 19-105)

Dear Mr. Mehta,

aFit Staffing Inc. (aFit) is pleased to participate in the proposed bid of RFP 19-105 for the Indiana Department of Administration on behalf of the Auditor of State, State Personnel Department and Indiana Office of Technology for the State of Indiana. In the event Accenture is chosen to fulfill this RFP, our company will serve as a subcontractor to Accenture for the purpose supporting PeopleSoft HCM-Payroll Modernization project activities.

Started in 2014 in Indianapolis, aFit is committed to being an ethical, responsive, and results-driven company providing information technology services. Our business is listed in the Indiana Department of Administration Directory of Certified Firms as a Women Business Enterprise (WBE). aFit's IDOA Bidder ID Number is 0000040063.

As an Indiana WBE subcontractor certified to provide information technology consultation services, we anticipate providing consulting services to support:

- Functional Payroll/Absence Management/Project Costing consultants
- Development services
- Training services

Our subcontracted services will be in the amount of [REDACTED] of the TOTAL BID AMOUNT. As requested in the RFP, these services would be provided for the Adopt stage to Deploy stage, with the anticipated period of 14 months (June 2020-July 2021) with a subset of resources extended for Post Go-Live Support (August 2021-October 2021). aFit is willing to take on this project and to carry out our responsibilities as a subcontractor to Accenture.

We look forward to working with Accenture and the State of Indiana on this important initiative.

Regards,

A handwritten signature in blue ink that reads "Julie Booth Phillips".

Julie Booth Phillips
Owner and President
aFit Staffing, Inc

**ATTACHMENT A1
INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with Section 1.22 of RFP-19-075 the respondent is expected to submit with its proposal an Indiana Veteran Owned Small Business (IVOSB) RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Indiana Veteran Owned Small Business(es) listed in the [VA OSDBU](#) registry, or listed on the IDOA Directory of Certified Firms that conform to the IVOSB rules as laid out at <http://www.in.gov/idoa/2862.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in “**TOTAL BID AMOUNT**” should match the amount entered in the Attachment D, Cost Proposal Template.

If the vendor responding to the RFP is an IVOSB certified entity, the letter confirming same should be submitted with their response. IDOA will verify the certification but will not check for it. Therefore the responding vendor has the responsibility to alert IDOA of their certification. The IVOSB respondent will receive the total points for the IVOSB evaluation criteria per section 3.2.7. Additional ISVOB subcontractors must be included if the IVOSB respondent is seeking the additional bonus point.

The IVOSB respondent must list their **company contact information only** on the IVOSB Subcontractor Commitment Form.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVOSB Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVOSB subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](#)) registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor’s veteran business Certification Letter provided by either IDOA or Federal Govt. (VA OSDBU), to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
- IVOSB must have a Bidder ID (see section 2.3.7 - [Department of Administration, Procurement Division](#))
- A Prime Contractor who is an IVOSB can count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the [VA OSDBU](#) or IDOA Certified Firm directories <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVOSB must accompany the IVOSB Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSB of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the “**TOTAL BID AMOUNT**” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State’s IVOSB Program. Questions involving the regulations governing the IVOSB Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019 by 3:00 PM EST

TOTAL BID AMOUNT: ██████████

Company Name: Esource Resources		Contact Person: Brooke Endres	
Address: 7114 Lakeview Parkway West Dr. Indianapolis, IN 46268		E-mail: brooke.endres@esourceresources.net	
Sub-Contract Amount: ██████████		Telephone Number: (317) 572-5028	Fax Number: (800) 454-7091
Sub-Contract Percentage of Total Bid: ██████████		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u> Information Technology Consultation Services	
Provide approximate dates when Sub-Contractor will perform on this project: March 2020-July 2021 (for organizational change management and training services in Initiate stage through Deploy stage); March 2021-June 2021 (for development services in Validate stage)			

Company Name: N/A		Contact Person:	
Address:		E-mail:	
Sub-Contract Amount:		Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:			

Accenture LLP
 Respondent Firm
 55 Monument Circle, Suite 1200 B
 Address
 Indianapolis, IN 46204
 City/State/Zip Code
 Amit Mehta
 Representative
 October 29, 2019
 Date

(281) 414-9637
 Telephone Number
 N/A
 Fax Number
 amit.x.mehta@accenture.com
 Email Address 
 Authorizing Signature
 Amit Mehta, Managing Director
 Printed Name and Title

Please check if additional forms are attached.
 Page 1 of 1

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Indiana Veteran Business

Indiana Government Center South
402 West Washington Street, Room W468
Indianapolis, IN 46204

June 6, 2019

Mr. Eddie Rivers
Esource Resources, LLC
9150 Harrison Park Court Suite B
Indianapolis IN, 46216

Subject: Indiana Veteran Owned Small Business Certification

Dear Mr. Rivers:

The Indiana Department of Administration is pleased to inform you that **Esource Resources, LLC**. Is hereby certified as an Indiana Veteran Owned Small Business Enterprise ("IVOSB").

The State of Indiana recognizes **Esource Resources LLC**. Department of Veteran Affairs VetBiz certification, and the company will now be listed in the Indiana Veteran Business Directory with the same certification dates listed on your VetBiz record: **5/08/2019** through **5/08/2022**

If **COMPANY** recertifies with VetBiz, be sure to send a recertification notice along with a completed recertification application to the State of Indiana so the company's information may be kept current on the Indiana Veteran Business Directory. However, if you do not continue with VetBiz certification, you can still certify directly with the State of Indiana by following the steps outlined at: <http://in.gov/idoa/2862.htm>.

If you should have any questions or concerns, please do not hesitate to contact the Department via email at indianaveteranspreference@idoa.in.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy L. Wolf".

Amy L. Wolf, Deputy Director of Certification
Indiana Department of Administration
Division of Supplier Diversity



October 28, 2019

Amit Mehta
Accenture LLP
55 Monument Circle
Suite 1200 B
Indianapolis, IN 46204

RE: Modernize the Human Resources and Payroll Business Processes and Technologies (RFP 19-105)

Dear Mr. Mehta,

Esource Resources is pleased to participate in the proposed bid of RFP 19-105 for the Indiana Department of Administration on behalf of the Auditor of State, State Personnel Department and Indiana Office of Technology for the State of Indiana. In the event Accenture is chosen to fulfill this RFP, our company will serve as a subcontractor to Accenture for the purpose supporting PeopleSoft HCM-Payroll Modernization project activities.

Esource Resources is a multi-discipline consulting firm specializing in IT staffing, placement, computer and software consulting, cloud storage, systems integrations, web and graphic design resources, and software licensing. Our business is listed in the Indiana Department of Administration Directory of Certified Firms as an Indiana Veteran Business Enterprise (IVBE). Esource Resources' IDOA Bidder ID Number is 0000007934.

As an Indiana Veteran Owned Small Business (IVOSB) subcontractor certified to provide information technology consultation services, we anticipate providing consulting services to support:

- Development services
- Organizational Change Management and Training services

Our subcontracted services will be in the amount of [REDACTED] of the TOTAL BID AMOUNT. As requested in the RFP, organizational change management and training services would be provided from the Initiate stage and extend through the Deploy stage, with the anticipated period of 17 months (March 2020-July 2021). Development services would be provided in the Validate stage, with the anticipated period of 4 months (March 2021-June 2021). Esource Resources is willing to take on this project and to carry out our responsibilities as a subcontractor to Accenture.

We look forward to working with Accenture and the State of Indiana on this important initiative.

Regards,

Eddie Rivers

Eddie Rivers CEO

**Esource Resources, LLC 7114 Lakeview Parkway W Dr
Indianapolis, IN 46268**

**317-863-0423
800-454-7091**

ATTACHMENT B
PROFESSIONAL SERVICES CONTRACT

#

This Contract ("this Contract"), entered into by and between _____ (the "State") and _____ (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

2. Consideration. The Contractor will be paid at the rate of _____ for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$ _____.

3. Term. This Contract shall be effective for a period of _____. It shall commence on _____ and shall remain in effect through _____.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit

~~Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.~~

Commented [BA1]: It's Accenture's understanding that the State will not be paying Accenture with federal funds. Accenture LLP is not set up to comply with federal audit requirements.

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the

procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers

maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall ~~disclose necessary personnel records~~ and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

Commented [BA2]: Accenture personnel records are confidential, such as health records. Accenture will work with the State in the event of a transition.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the

Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an

unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

24.1 Limitation of Liability. The sole liability of either Party to the other in relation to any and all claims in any manner related to the Agreement (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to the total fees paid or payable to Accenture under the applicable SOW (or if the term of the SOW is 12 months or longer, the liability of each Party will be limited in the aggregate to the fees received under the applicable SOW during the 12 month period immediately preceding the event giving rise to the first such claim or, in respect of any such event occurring during the first 12 months of the SOW, the fees payable under the applicable SOW during the first 12 months). In no event will either Party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any: (i) consequential, indirect, incidental, special or punitive damages, or (ii) loss of profits, business, opportunity or anticipated savings

(whether directly or indirectly arising). Nothing in the Agreement excludes or limits either Party's liability to the other which cannot lawfully be excluded or limited.

Commented [BA3]: Accenture proposes a reasonable limitation of liability here to balance risks with rewards, which we referenced as a proposed new section in the exceptions table.

24.2 Direct Damages for Data Breach. Notwithstanding anything to the contrary set forth in this Agreement, if the State incurs damages in the mutually agreed upon Data Safeguards of this Agreement, Accenture shall be liable on a comparative basis for the portion of those damages directly attributable to such Accenture breach subject to the Limitation of Liability above. Direct damages shall include: (a) the reasonable cost of providing legally required notice of the security breach to individuals affected by the unauthorized acquisition and/or misuse of the Client Personal Data; (b) the reasonable cost of providing legally required notice to government agencies, credit bureaus, and/or other required entities; (c) the reasonable cost of providing individuals affected by the unauthorized acquisition and/or misuse of the Client Personal Data with credit monitoring services designed to protect against potential fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months; (d) reasonable call center support for such affected individuals for a specific period not to exceed thirty (30) calendar days; and (e) reasonable fees associated with computer forensic work required for security incident investigations.

Commented [BA4]: Accenture has provided data safeguards as a starting point.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

Commented [BA5]: Based on concerns raised in Orals, we have added clarifications for remedies for data breach.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's IVOSB Division ("IVOSB Division") and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
<hr/>				
<i>Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:</i>				
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A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a

copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence and \$10,000,000 in the annual aggregate, unless additional coverage is required by the State, subject to negotiation and mutual agreement. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. ~~Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.~~

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

Commented [BA6]: Accenture has attached copies of its standard insurance certs for review.

Commented [BA7]: Accenture's Errors and Omission's policy is combined with its Professional Liability policy.

Commented [BA8]: Accenture assumes this is non-applicable to the scope of services.

7. Professional Liability Insurance. The Contractor shall maintain insurance to cover Contractor's liability in the performance of services under the contract for: (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and, (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e). The Contractor is required to carry the following limits: \$10,000,000 – per claim or event and \$10,000,000 – annual aggregate.

Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

Commented [BA9]: Accenture's errors and omissions and cyber liability is combined in one policy.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited or expanded by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision Contractor agrees that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana, except for its Professional Liability policy.

Commented [BA10]: Accenture's contractual obligations are not tied to is insurance coverage.

Commented [BA11]: Accenture cannot modify its policy and endorsements as it does not provide project specific insurance. However, Accenture agrees to provide notice to the state.

Commented [BA12]: Waiver of subrogation is not available on Accenture's professional liability policy.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women’s Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women’s Business Enterprise (“MBE” and/or “WBE”) participation plan as detailed in the Minority and Women’s Business Enterprises Subcontractor Commitment Form, commonly referred to as “Attachment A” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division (“Division”) certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to

MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

E-mail: _____

B. Notices to the Contractor shall be sent to:

E-mail: _____

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP # _____, (4) Contractor's response to RFP # _____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any material breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. ~~Deliver the supplies or perform the services within the time specified in this Contract or any extension;~~
3. Make progress so as to endanger performance of this Contract; or
4. ~~Materially perform any of the other provisions of this Contract.~~

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

Commented [BA13]: SI services do not lend themselves to strict performance.

Commented [BA14]: Termination is an extreme remedy, the parties should work together in the event the project schedule needs to be adjusted. Per the State's request in BAFO, Accenture has proposed liquidated damages in the SOW to provide remedy in event of material delays.

Commented [BA15]: See comment above regarding strict performance.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2018 OAG/ IDOA *Professional Services Contract Manual* or the 2018 *SCM Template*) in any way except as follows: _____

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

[Applicable only to contracts processed through SCM]

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

[Contractor]
By: _____

[Indiana Agency]
By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____

Approved by:
Indiana Department of Administration

Approved by:
State Budget Agency

By: _____ (for)
Lesley A. Crane, Commissioner

By: _____ (for)
Jason D. Dudich, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:
Office of the Attorney General

Curtis T. Hill, Jr., Attorney General

Date: _____

Approved by:
Indiana Office of Technology

By: _____ (for)
Dewand Neely, Chief Information Officer

Date: _____

Attachment C - Indiana Economic Impact Form Instructions

INSTRUCTIONS

1. Complete lines 1 - 15 with the information requested about the company in the Attachment C worksheet.
All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

2. Line 16: Enter total amount of this proposal, bid, or current contract.

This figure should match the amount found under the heading "Grand Total" on the Cost Summary tab in Attachment E, Cost Proposal.

3. Lines 18 and 21 measure the full-time equivalent (FTE) count of Indiana residents; this number will be auto-populated on Attachment C worksheet. Respondents shall populate the yellow-shaded cells in the FTE Details worksheet.

The state defines FTE as a measurement of an employee's productivity on a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE.

Please populate the yellow-shaded cells in the FTE Details worksheet.

Respondents shall provide a job title for each of the FTE's proposed for The State of Indiana contract as well as the number of FTE that job title contributes to the total.

ex) PROJECT MANAGER - 1 FTE

Please keep in mind that the only FTE's that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: 10 employees working on 4 contracts (1 of them being the State of Indiana contract) - each of the 10 employees would only count as 1/4 of an FTE or .25. Therefore, the total number of FTE's for this scenario would be 2.5.



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R4 / 1-06)
DEPARTMENT OF ADMINISTRATION
Approved by State Board of Accounts, 2006

INSTRUCTIONS

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	Accenture LLP
2	Address/City/State/Zip Code:	55 Monument Circle, Suite 1200 B, Indianapolis, IN 46204
3	Telephone #/Fax #/Website:	Telephone #: 317-267-3400 / Fax #: 317-267-3450 / Website: www.accenture.com
4	Federal Tax Identification Number:	72-0542904
5	State/Country of domicile/incorporation:	Illinois
6	Location of firm's headquarters or principal place of business:	Chicago, Illinois
7	Name of parent company or holding company (if applicable):	Accenture plc
8	State/Country of domicile/incorporation of company listed in #7:	Ireland
9	Address of company listed in #7:	1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland
10	IN Department of Workforce Development (DWD) account number:	319183
11	IN Department of Revenue (DOR) account number:	004621115-0019
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	Approximately 746
13	Total number of employees per most recently completed IRS Form W-2 distribution:	Approximately 50,127
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	Total Indiana wages taken from Q42018 is approximately \$42,404,988.93
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	Total wages on W-2 file for 2018 is \$6,397,869,185.53
16	Total amount of this proposal, bid, or current contract:	

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	Prime Contractor Company Name:	Accenture LLP
18	Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:	

19	Subcontractor Company Name:	Sondhi Solutions	Bucher + Christian Consulting, Inc. d/b/a BCforward	aFit Staffing, Inc.	Esource Resources
20	Address/Contact Person/Telephone Number/Tax ID Number:	Address: 47 S. Pennsylvania St., Suite 400 Indianapolis, IN 46204 Contact Person: Jason Johns Telephone Number: 317-559-4209 Tax ID Number: 26-1111747	Address: 9777 North College Ave. Indianapolis, IN 46280 Contact Person: Todd Tolson Telephone Number: 317-493-2017 Tax ID Number: 35-2049936	Address: 1075 Broad Ripple Ave., Suite 331 Indianapolis, IN 46220 Contact Person: Julie (Booth) Phillips Telephone Number: 317-418-5062 Tax ID Number: 47-2379762	Address: 7114 Lakeview Parkway West Dr. Indianapolis, IN 46268 Contact Person: Brooke Endres Telephone Number: 317-572-5028 Tax ID Number: 37-1437685
21	Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:				

22	Affirmation by authorized official:	I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief:		
	Signature:			
	Name of authorized official:	Amit Mehta		
	Title:	Managing Director		
	Date:	10/29/2019		

**Attachment C - Indiana Economic Impact Form
FTE Details - Job Titles and Contributing FTE**

INSTRUCTIONS

- **Populate the yellow-shaded cells; with all applicable job titles and the total FTE count.**
- **Respondents may insert additional rows to account for all job titles attributing to the total FTE count.**

Please keep in mind that the only FTE's that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: The project length of the contract is 48 months. There are 10 employees working on the contract over the 48 month contract period. 5 employees are working solely on the project for 48 months. 3 employees are working equal time on 2 projects for 48 months. 2 employees are working solely on the project for 6 months.
The FTEs would be calculated as follows:
5 employees x 48 months (48 months working solely on this project) x 1 (time spent solely on this project) = 240 months / 48 months (length of contract) = 5 FTEs
3 employees x 48 months x .5 (splitting time equally between 2 projects) = 72 months / 48 months = 1.5 FTEs

Column Title Definitions:
Number of Employees = Number of employees working on this State contract.
Duration (In Months) = Amount of time that the employee(s) will spend on the State contract.
Time Spent (Percentage) = Percentage of time the employee(s) will be working on the contract.

Duration of Initial Contract Term (In Months) **24** *Number based on initial contract term

PRIME CONTRACTOR COMPANY				
EMPLOYEE JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
<i>Example: Project Managers</i>	5	48	100%	10.00
<i>Example: Project Coordinators</i>	3	48	50%	3.00

SUB CONTRACTOR COMPANY NAME				aFit Staffing
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
<i>Example: Developer</i>	2	6	100%	0.50

SUB CONTRACTOR COMPANY NAME				Sondhi Solutions
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
<i>Example: Developer</i>	2	6	100%	0.50

SUB CONTRACTOR COMPANY NAME				BCforward
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
<i>Example: Developer</i>	2	6	100%	0.50

SUB CONTRACTOR COMPANY NAME				(Enter Company Name Here)
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
<i>Example: Developer</i>	2	6	100%	0.50

Cost Proposal

RFP 19-105 Attachment D - Cost Proposal Template

Instructions for this Workbook

General Cost Proposal Instructions
This Cost Proposal should include Fixed-Bid Costs to implement the entire proposed scope of services including a) all requirements committed to be met in Attachments F1, F2 and F3, b) those implied by the process,
Prices must be ALL INCLUSIVE, including any and all delivery costs, destination fees and inflation.
This Cost Proposal must include all non-infrastructure and non-hardware product and service costs required to fully execute the proposed scope of services.
Each Cost Summary line item should be described fully in the corresponding worksheet for the appropriate cost category (e.g. Solution Product And Services). The descriptions should include a description of all limitations for products and services including licensing. For instance, if the price for a product license is for up to 600
Additional information can be provided beyond what is included in the Cost Proposal worksheet descriptions. The additional information must be referenced in the specific worksheet line item description. For instance, if a
All costs in the Cost Proposal should be consistent with the strategy and approach described in Attachment F4 - Technical Proposal - Approach Template as well as the project plan and staffing plan templates.
The "TOTAL BID AMOUNT" cell (bright red shading) in the Costing Summary worksheet must include all costs for
The State reserves the right to contact proposers on price and scope clarification at any time throughout the
Do NOT use "To Be Determined" or similar annotations in the Cost Proposal worksheets. Assumptions should
All worksheets in the Cost Proposal should be thoroughly and accurately completed.
Rows can be added or removed to support your level of detail, however, major categories (e.g. Solution Products
Cost Proposal Formatting Information
Cell D5).
All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES (e.g. Cost Summary
Major column and row headings in each worksheet have comments, when needed, defining the required
The description cells in the Cost Proposal worksheets should be limited to 300 words.
Dollar amounts should always be rounded to the nearest whole dollar.
We have included some formulas, however, it is the Vendor's responsibility to ensure the accuracy of all cells

Rows of appropriate data can and should be added. Columns should not be added without prior approval from
Vendor, Vendor Partner and Third Party Instructions
Where costs for products or services are referred to as Vendor, Vendor Partner or Third Party:
Vendor products or services are defined as:
Vendor owned products or services are the sole responsibility of the Vendor, are committed in the Vendor
Vendor Partner products or services are defined as:
Vendor Partner products or services are the primary responsibility of the Vendor, are committed in the Vendor proposal, and will be contracted through the Vendor. All partners providing resources, including
Third Party products and services are defined as:
Third Party products or services are not the responsibility of the Vendor, are included in the Vendor proposal
All products and services in this Cost Proposal must be clearly defined as Vendor (V), Vendor Partner (VP) or
All Vendor Partners and Third Parties must be thoroughly defined in this Cost Proposal and must be included in
The State strongly prefers to have very few, if any, Third Party products or services!
Brief Cost Proposal Worksheet Descriptions
Cost Proposal Narrative - a brief narrative (not longer than two pages) in support of each Cost Proposal item.
Cost Summary - A phase-by-phase summary of all costs required to fully execute the proposed scope of services and fully maintain and support products for 6 months following the final implementation. The implementation
Cost Proposal Assumptions - A full description of any assumptions that are not specific to a Cost Proposal
Payment Schedule - A month-by-month schedule of payment triggers and payment amounts based on the proposed project plan in Attachment F5. NOTE: One of the first implementation related payment triggers must
Implementation Services - A full description of each cost item in the Implementation Services section of the Cost
Other Implementation Services and Products - A full description of each cost item in the Other Implementation
Implementation Maintenance Services and Products - A full description of each cost item in the Implementation
Post-Implementation Maintenance Services - A full description of each cost item in the Post-Implementation
Other Post-Implementation Services and Products - A full description of each cost item in the Other Post-

Cost Proposal Narrative



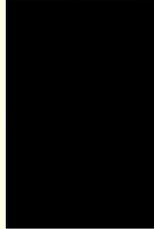
ONE-TIME IMPLEMENTATION SERVICES AND PRODUCTS				Vendor, Vendor Partner, Third Party	Cost Summary ID	TOTAL	Plan and Initiate	Adopt	Adapt	Validate	Deploy
Timeline (Beginning - Ending Months)							1-4	5-7	8-11	12-17	18
1. Implementation Services											
Project Management				V	CS - 1						
Change Management				V/V/P	CS - 2						
Solution Configuration				V/V/P	CS - 3						
Reports, Extensions, Forms, Workflows				V/V/P	CS - 4						
Data Conversion				V/V/P	CS - 5						
Data Archival					CS - 6						
Application Interfaces				V/V/P	CS - 7						
Business Training				V/V/P	CS - 8						
Technical Training				V/V/P	CS - 9						
Solution Installation And Tuning				V/V/P	CS - 10						
Testing				V/V/P	CS - 11						
Cutover / Go-Live				V/V/P	CS - 12						
(Example) Other Implementation Services				VP	CS - 13						
(Example) Other Implementation Services				V	CS - 14						
SUBTOTAL					CS - 15						
Note: The costs above include total billings per Implementation Service per Phase without holdback removed.											
2. Other Implementation Services and Products											
(Example) Service 1				V	CS - 16						
(Example) Product 1				V	CS - 17						
SUBTOTAL					CS - 18						
3. Optional Implementation Services											
OCM Training Consultant				V	CS - 19						
OCM Change Management/Readiness Consultant				V	CS - 19.1						
Advisory Support Coverage				V	CS - 19.2						
PeopleSoft Upgrade Toolkit (no charge)				V	CS - 20						
SUBTOTAL				(not included in row 32)	CS - 21						
ONE-TIME IMPLEMENTATION SERVICES AND PRODUCTS					CS - 22						

Post-Project	Post-Project	Advisory Support
3 months	3 months	6 months



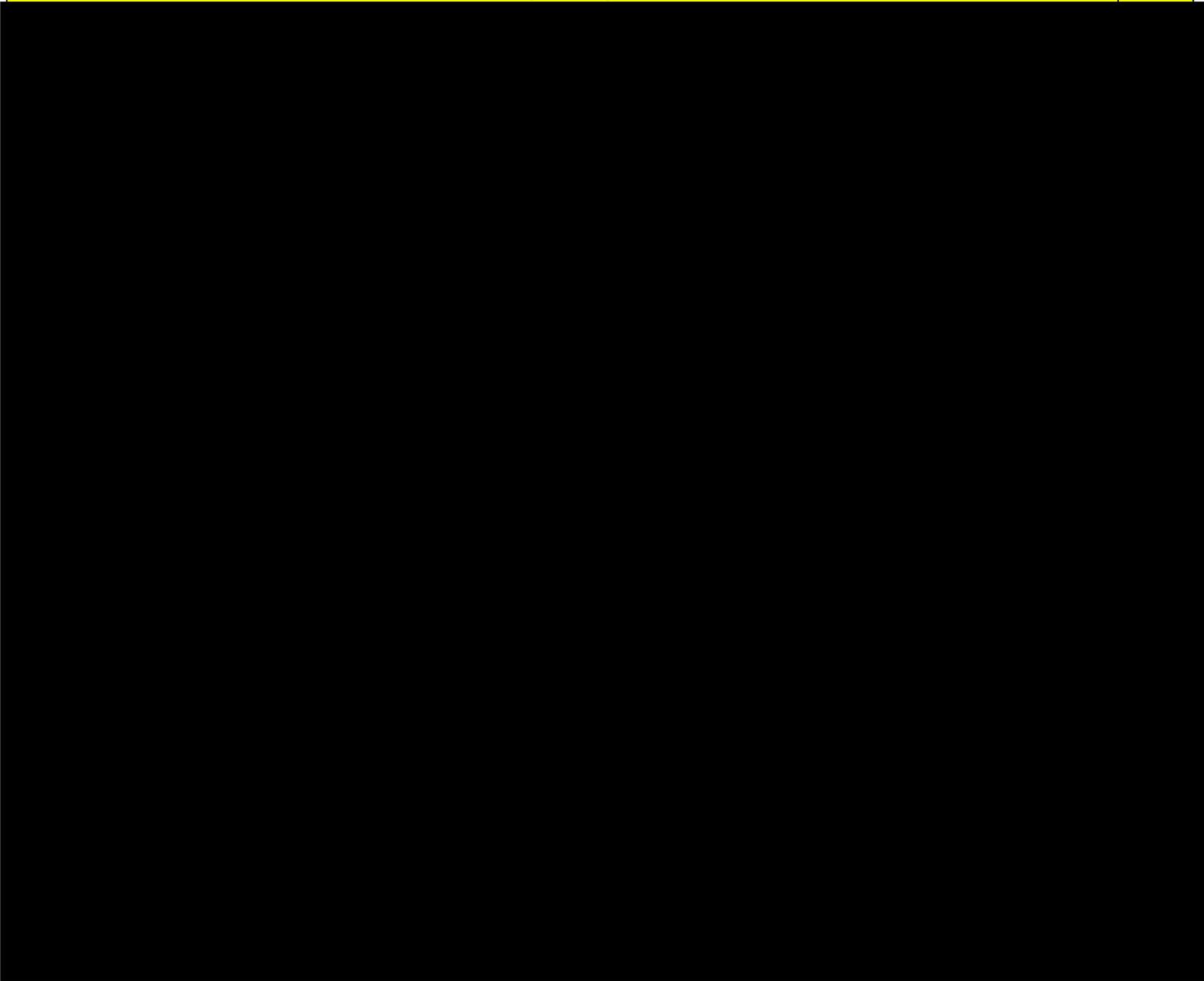
POST-IMPLEMENTATION SERVICES AND PRODUCTS				Vendor, Vendor Partner, Third Party	Cost Summary ID	TOTAL	Plan and Initiate	Adopt	Adapt	Validate	Deploy
Timeline (Beginning - Ending Months)							1-4	5-7	8-11	12-17	18
4. Post-Implementation Maintenance Services											
Post-Implementation Maintenance Services				V/V/P	CS - 23						
Post-Implementation Maintenance Products				TP	CS - 24						
SUBTOTAL					CS - 25						
Note: Refer to Cost Assumption CPA-58 for explanation of Post-Implementation Support Costs											
5. Other Post-Implementation Services and Products											
(Example) Other Required Recurring Product				TP	CS - 26						
(Example) Other Required Recurring Service				VP	CS - 27						
SUBTOTAL					CS - 28						
RECURRING PRODUCTS AND SERVICES TOTALS					CS - 29						
ONE-TIME AND RECURRING TOTALS					CS - 30						

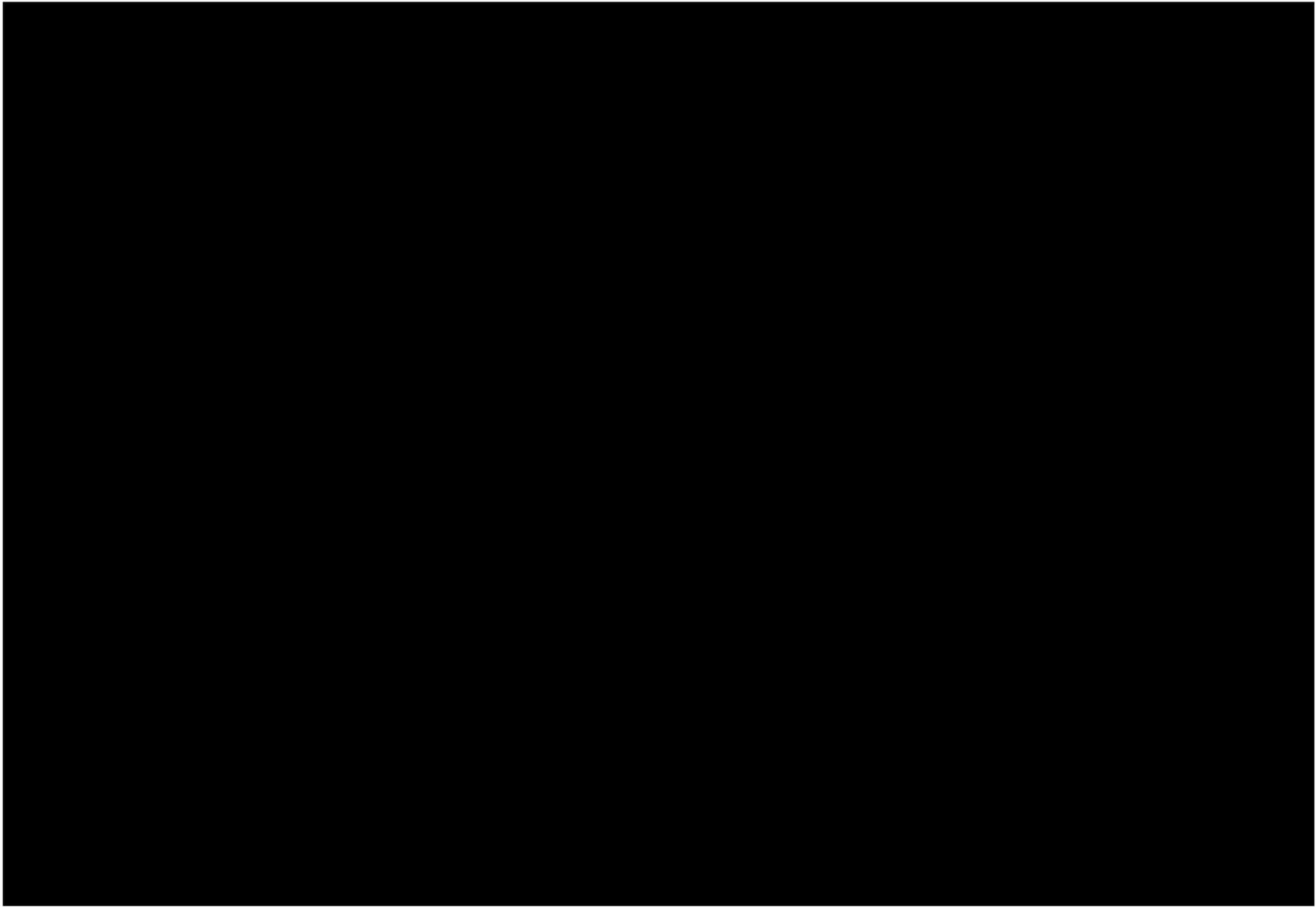
Post-Project	Post-Project
3 months	3 months



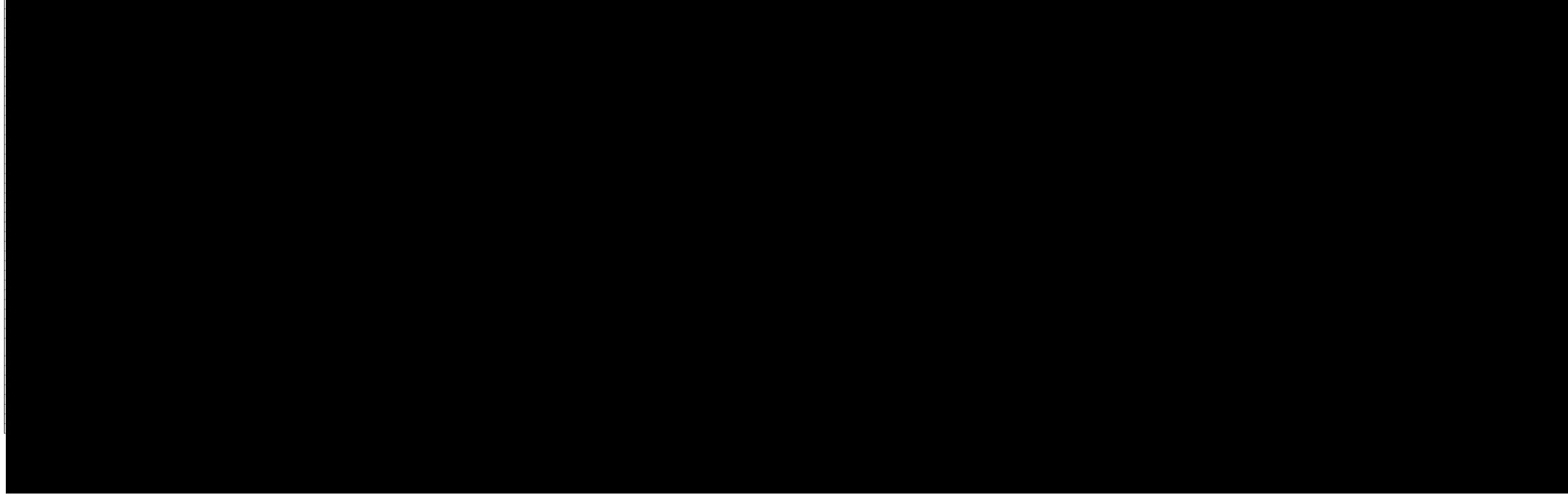
TOTAL BID AMOUNT



Assumption Description	ID
	



ID	Payment Trigger	Description	Phase #	Project Plan Task # or ID	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
					Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount									



Cost Summary ID	Cost Summary Item	Descriptions	ID
CS - 1	Project Management		SP - 1
CS - 2	Change Management		SP - 2
CS - 3	Solution Configuration		SP - 3
CS - 4	Solution Customizations		SP - 4
CS - 5	Data Conversion		SP - 5
CS - 7	Application Interfaces		SP - 6
CS - 8	Business Training		SP - 7
CS - 9	Technical Training		SP - 8
CS - 10	Solution Installation And Tuning		SP - 9
CS - 11	Testing		SP - 10
CS - 12	Cutover / Go-Live		SP - 11

Cost Summary ID	Cost Summary Item	Descriptions	ID
			OISP - 1
			OISP - 2
			OISP - 3
			OISP - 4
			OISP - 5
			OISP - 6
			OISP - 7
			OISP - 8
			OISP - 9
			OISP - 10

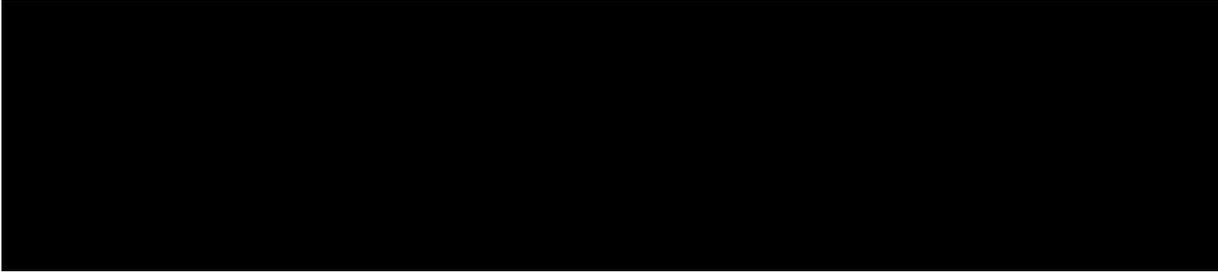
Cost Summary ID	Cost Summary Item	Descriptions	ID
			IMSP - 1
			IMSP - 2
			IMSP - 3
			IMSP - 4
			IMSP - 5
			IMSP - 6
			IMSP - 7
			IMSP - 8
			IMSP - 9
			IMSP - 10
			IMSP - 11
			IMSP - 12
			IMSP - 13
			IMSP - 14
			IMSP - 15
			IMSP - 16
			IMSP - 17
			IMSP - 18
			IMSP - 19
			IMSP - 20

Cost Summary ID	Cost Summary Item	Descriptions	ID
CS - 23	Post-Implementation Maintenance Services	Post Go-Live Support activities	PIMSP- 1
			PIMSP- 2
			PIMSP- 3
			PIMSP- 4
			PIMSP- 5
			PIMSP- 6
			PIMSP- 7
			PIMSP- 8
			PIMSP- 9
			PIMSP- 10
			PIMSP- 11
			PIMSP- 12
			PIMSP- 13
			PIMSP- 14
			PIMSP- 15
			PIMSP- 16
			PIMSP- 17
			PIMSP- 18
			PIMSP- 19
			PIMSP- 20

Cost Summary ID	Cost Summary Item	Descriptions	ID
			OPISP - 1
			OPISP - 2
			OPISP - 3
			OPISP - 4
			OPISP - 5
			OPISP - 6
			OPISP - 7
			OPISP - 8
			OPISP - 9
			OPISP - 10
			OPISP - 11
			OPISP - 12
			OPISP - 13
			OPISP - 14
			OPISP - 15
			OPISP - 16
			OPISP - 17
			OPISP - 18
			OPISP - 19
			OPISP - 20

Descriptions	Year 1	Year 2	Year 3	Year 4	Year 5	ID
						BEN - 1
						BEN - 2
						BEN - 3
						BEN - 4
						BEN - 5
						BEN - 6
						BEN - 7
						BEN - 8
						BEN - 9
						BEN - 10
						BEN - 11
						BEN - 12
						BEN - 13
						BEN - 14
						BEN - 15
						BEN - 16
						BEN - 17
						BEN - 18

BAFO Cost Proposal Changes Summary



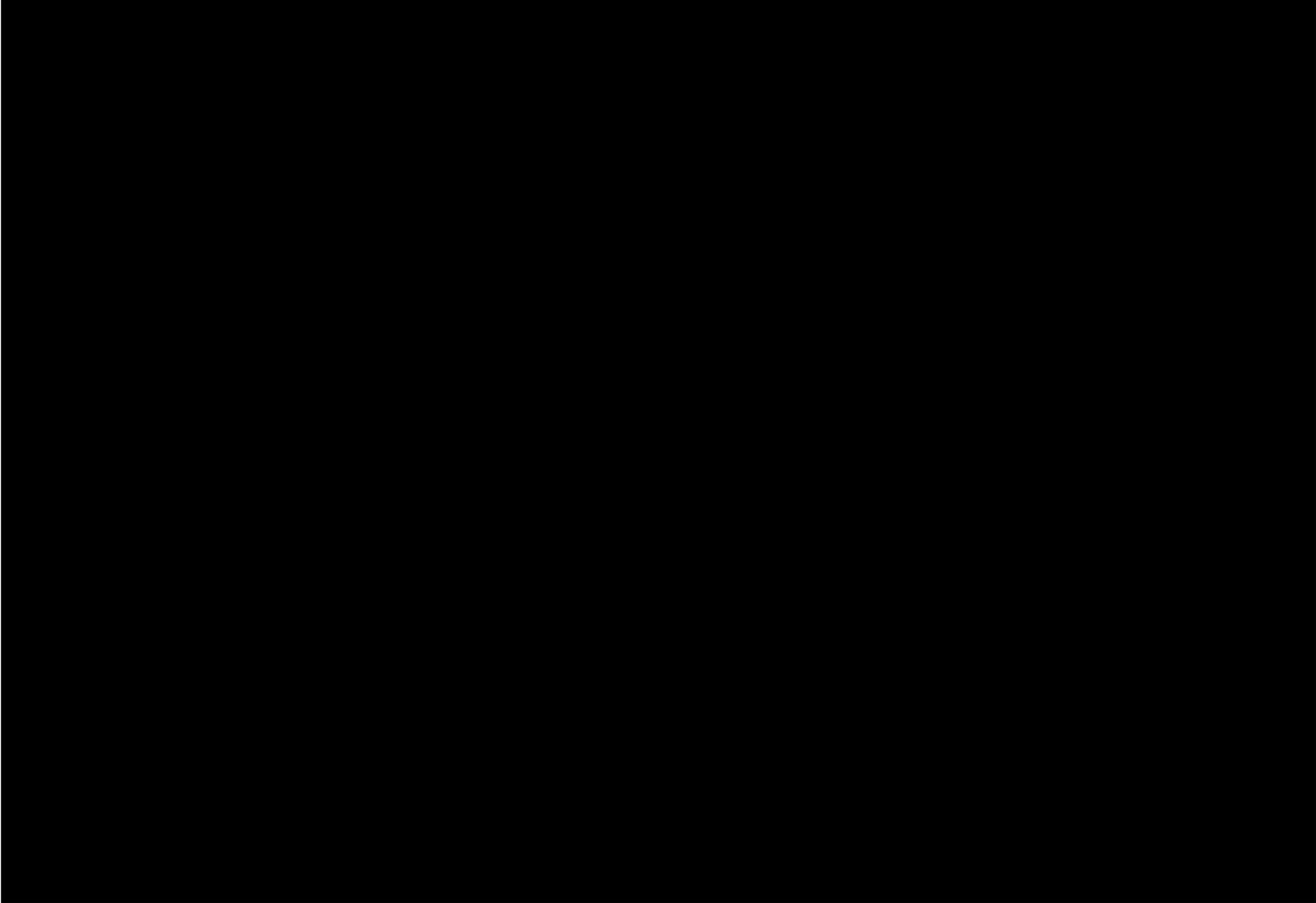
Explanation of Changes:



Attachment F6

Estimated Vendor Implementation Staffing Levels

Category	BAFO Hours	Original Hours	Delta Hours	Comment
----------	------------	----------------	-------------	---------



Category Summary	BAFO Hours	Original Hours	Delta Hours	% of Increase/Decrease in Hours
[Redacted Content]				

State of Indiana
RFP 19-105
HCM – Payroll Modernization

ATTACHMENT E - BUSINESS PROPOSAL

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

2.3.1 General - Please introduce or summarize any information the Respondent deems relevant or important to the State’s successful acquisition of the products and/or services requested in this RFP.

We commend Indiana for pursuing this modernization effort. Indiana is embarking on a once in a generation transformation. The State Human Resource and Payroll systems must be more accurate and robust. We understand your current systems are nearing end of life and support and you need your new solution to be sustainable as well as nimble to easily address legislative changes. Indiana needs a system that remains current over time and facilitates continuous improvement.

It is also clear you recognize that this business transformation project creates a series of major opportunities—transforming the HR and Payroll processes throughout state government to support the most efficient, effective implementation of the PeopleSoft HCM solution. The opportunity to free up significant time and talent of your staff, the opportunity to redirect that time and talent to offer much greater support to directly assist your citizen-facing departments, and the opportunity to have those departments in turn offer much more effective, personalized services to your citizens. The Auditor of State, State Personnel Department, and Indiana Office of Technology have outlined an entity-wide approach with representatives from all branches of government. You have taken all the right steps to launch this project and Accenture would be proud to be part of your team to help you achieve success. We bring state government experience, deep PeopleSoft experience, Indianapolis-based resources, and thought leadership to support the Indiana in achieving this goal.

Accenture helps government clients move from a mission of ‘control’ to one of ‘adding value.’ These clients shift from managing transaction processing and compliance (while still handling those things) to using their time and talent to assist in activities to better support the State’s operations through planning, analysis, and evaluation. Control and compliance remain important management functions. The goal is not to eliminate these functions, but rather streamline and automate where possible to free human resources for more value-added tasks.

This provides the opportunity for the State to transform its HCM operations, achieving your goals and objectives, while leaving inefficiencies behind as you move into the future.

State Government ERP Experience

Accenture's Health & Public Service (H&PS) operating group combines our ERP capabilities, expertise, and research-based insights to support public service and health care organizations. We help our clients become more efficient, transparent, accessible, and responsive in providing services to citizens through ERP transformations. Our H&PS operating group delivers services in 37 countries. The group's service offerings and research-based insights are designed to help clients deliver better social, economic, and health outcomes to the people they serve.

Public Sector ERP Stats and Facts

- **NEARLY 30 YEARS** of ERP experience collaborating with numerous public sector organizations
- **Prime system integrator for 14 STATEWIDE PeopleSoft implementations**
- **5,400+** ERP projects globally
- **98,000 ERP-specialized professionals worldwide**

Accenture is dedicated to the ERP industry and the public sector ERP market, and to establishing a business relationship to help the State realize the value of this strategic initiative. Implementing ERP for state government and the public sector has been—and continues to be—a core business for Accenture.

As shown in Figure E-1, Accenture has been the prime contractor in 14 statewide PeopleSoft implementations. Of those 14 implementations, 11 include HR and Payroll modules. In the State of Connecticut, we moved Connecticut payroll from a GEAC system to PeopleSoft and have assisted Connecticut in continuing to upgrade and maintain that system since, most recently to 9.2. In addition, Accenture has implemented or is in the process of implementing PeopleSoft 9.2 for Finance or HCM for the states of California, Texas, Wisconsin, Ohio, Virginia, and Florida, as well as Miami-Dade County.

State	Tech	SOLUTION				SERVICES			Implemented or Upgraded Peoplesoft 9.2 HCM or Payroll
		HR	Payroll	FIN	SCM	SI	App. Support	Infra. Support	
California	PeopleSoft			●	●	●	●	●	
Connecticut	PeopleSoft	●	●	●	●	●			●
Delaware	PeopleSoft	●	●			●			
Florida	PeopleSoft			●		●	●	●	
Georgia	PeopleSoft			●	●	●			
Kansas	PeopleSoft	●	●	●	●	●			
Massachusetts	PeopleSoft	●	●			●			
Minnesota	PeopleSoft	●	●			●			
Montana	PeopleSoft	●	●	●	●	●			
New York	PeopleSoft	●	●	●	●	●			
Ohio	PeopleSoft	●	●	●	●	●	●	●	
Texas	PeopleSoft	●	●	●	●	●	●	●	●
Virginia	PeopleSoft	●	●	●	●	●	●		●
Wisconsin	PeopleSoft	●	●	●	●	●			●

IN HCM RFP 19.0018b

Figure E-1. Accenture brings state government ERP implementation knowledge, experience, and PeopleSoft skills to deliver transformative outcomes.

Through this experience, we understand the unique challenges that states face and have a verifiable track record of working with departments and agencies to overcome those challenges. We do so through the knowledge of former government officials and our vast experience of implementing ERP in state government. By being the **prime System Integrator**, rather than serving in a subcontractor or advisory role in these implementations, we hold and take seriously our accountability for the success of these projects.

Relevant Experience with Oracle

Accenture and Oracle share a strategic alliance with a strong and long history of collaboration that fuels our ability to collaborate and deliver innovation to our clients. Accenture is a “Diamond” Oracle partner with more than 54,000 Oracle skilled professionals and we have been named the #1 Oracle systems integrator globally for 12 years in a row. Our experience with Oracle and the capabilities we bring as a team make us the leader in implementing Oracle, as shown in Figure E-2.

#1 Oracle systems integrator globally for 12 years in a row.

 **Accenture is Oracle's first “Diamond partner”**

IN HCM RFP 19.0083

ACCENTURE IS A LEADER AMONG ORACLE APPLICATION SERVICES PROVIDERS

The Forrester Wave™: Services Providers For Next-Generation Oracle Applications, Q4 2018



Accenture is one of the largest Oracle partners and is very invested in the new.

"Accenture has a dedicated Oracle Business Group that works closely with other groups such as strategy and consulting. It serves end-to-end customer needs from cloud strategy to intelligent automation.

Across virtually all Oracle cloud apps, Accenture has a leading number of certified resources and client engagements....Accenture's reference customers praise its ability to integrate seamlessly with customer teams.

Accenture has made major investments in accelerators and platforms to help clients innovate faster and become intelligence-driven. Specifically, its platform for Oracle houses hundreds of millions of dollars' worth of research and IP to speed up projects and bring best practices to engagements. Accenture has also pioneered commercial models, such as bundling new and existing licenses with services for simpler pricing that aligns with outcomes.

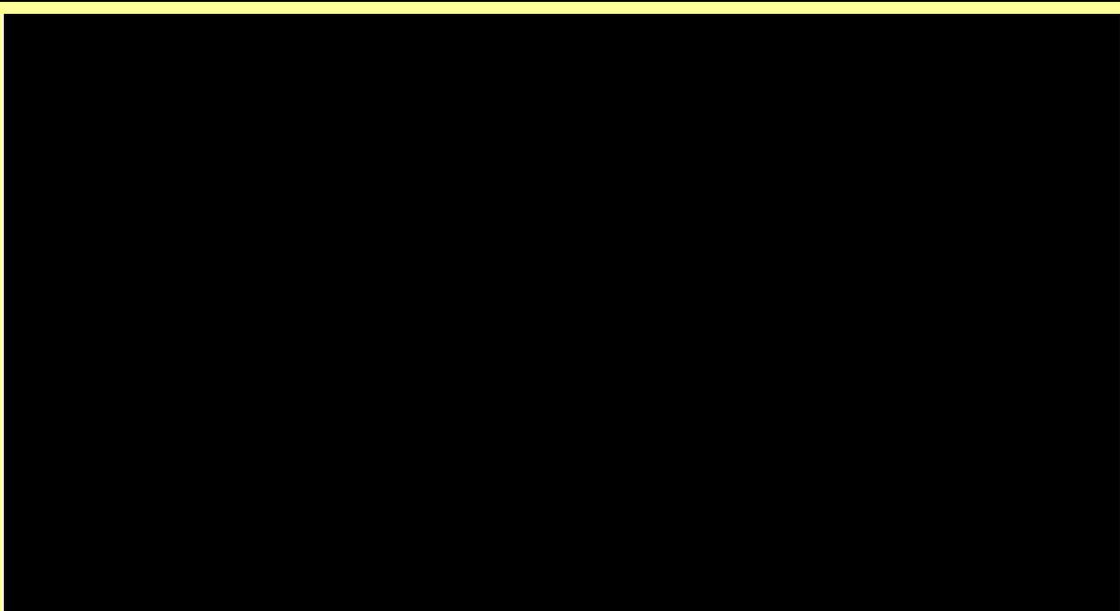
Accenture is well suited to those with the biggest and boldest Oracle deployments."

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IN HCM RFP 19.0084

Figure E-2. Accenture has the vision, strategy, offering, and ability to execute for Indiana.

[Redacted content]



Dedication to Indiana

Accenture has a long history of supporting clients in Indiana’s public sector and private sector, and have a strong dedication to the State. We have more than 120 employees based in our Indianapolis office and we are invested in Indiana’s economy and community. Our employees are good corporate citizens, contributing to the community in many ways and providing significant support to Indiana charities. They work each day to make Indiana a better place for citizens to live and work.

Accenture has worked on many recent engagements with Indiana-based clients, ranging from university health systems to pharmaceutical companies, to nonprofits, health payers, industrial firms, the State of Indiana, and more. We recently completed the business process redesign and development of the IT roadmap for the modernization of the legacy STARS system for the Indiana Bureau of Motor Vehicles (BMV). Accenture has been serving the State of Indiana for more than 30 years and has people and resources focused on the improvement of our communities and the State. This ongoing commitment to Indiana is more fully outlined in Section 2.3.12 Experience Serving State Governments.



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- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Conclusion

With this project Indiana has the opportunity to modernize its technology ensuring the continued accuracy and reliability of payroll. You intend to do so in a way that allows for maintenance and continuous improvement of the technology into the future. Beyond that you have articulated a goal to transform human resource and payroll business processes making these functions more efficient and effective. Accenture and the project team we have proposed are uniquely suited to help make you successful. Accenture combines deep PeopleSoft experience, a dedicated public sector team with former government officials, and local Indiana employees and subcontractors that can make you successful. We hope you give us that opportunity.

2.3.2 Respondent’s Company Structure - Please include in this section the legal form of the Respondent’s business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

Business Organization

The legal form of Accenture’s business organization is Accenture LLP, a wholly owned subsidiary of Accenture plc, a publicly held company incorporated in Ireland. Accenture LLP, a limited liability partnership formed under the laws of the State of Illinois, is responsible for all work we perform in the United States. We provide our Illinois certificate of authority in Figure E-4.

File Number 000-622



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ACCENTURE LLP, HAVING FILED A STATEMENT OF QUALIFICATION IN THE STATE OF ILLINOIS ON OCTOBER 23, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM PARTNERSHIP ACT (1997) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY PARTNERSHIP IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT.



Authentication #: 1909301278
Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of APRIL A.D. 2019 .

Jesse White

SECRETARY OF STATE

IN HCM 19.0030

Figure E-4. Accenture's Certificate of Authority from the State of Illinois.

Business Ventures

Accenture is a leading global professional services company, providing a broad range of offerings and solutions in strategy, consulting, digital, technology, and operations. Combining unmatched experience and specialized skills across more than 40 industries and all business functions—underpinned by the world's largest delivery network—Accenture works at the intersection of business and technology to help clients improve their performance and create sustainable value for their stakeholders. With 482,000 people serving clients in more than 120 countries, Accenture drives innovation to improve the way the world works and lives.

We have business ventures across 13 focused industry groups in 5 operating groups as shown in Figure E-5. This industry focus provides our professionals with a thorough understanding of industry evolution, business issues, and applicable technologies, enabling us to deliver innovative solutions tailored to each client.

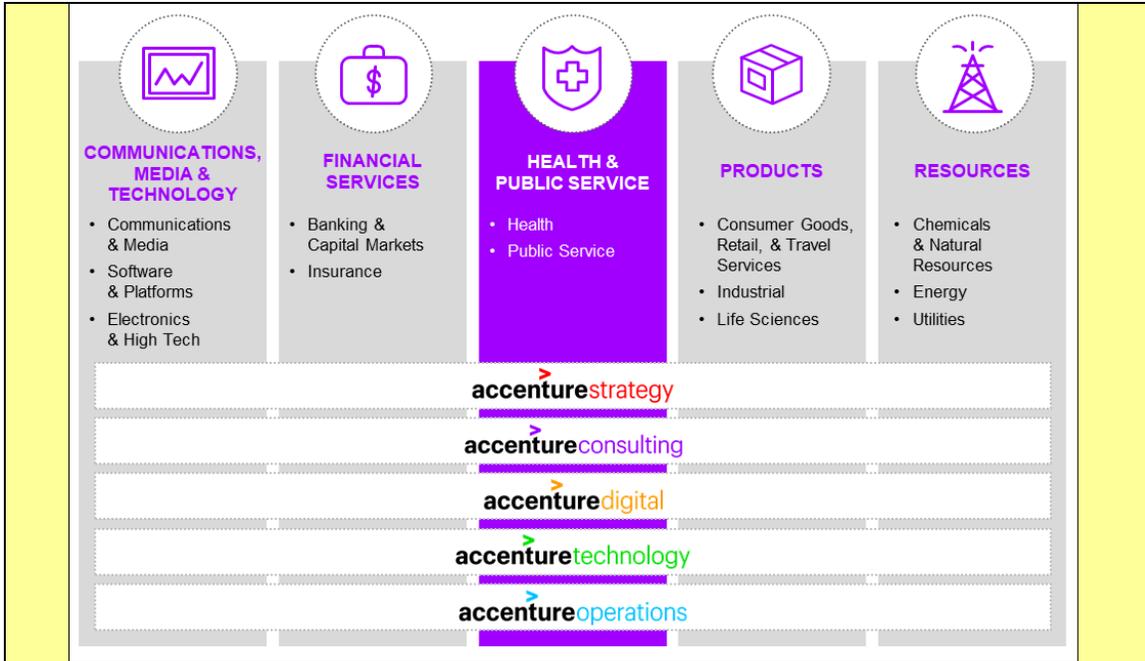


Figure E-5. Accenture’s Health & Public Service operating group would provide the services and solutions sought by the State of Indiana.

Chart of the Organization

Accenture operates globally with one common brand and business model—to provide clients throughout the world with the same high level of service. Accenture is organized along four areas of focus: Operating Groups, Businesses (Service Lines), Geographies, and Corporate Functions. Figure E-6 provides a chart of our organization.

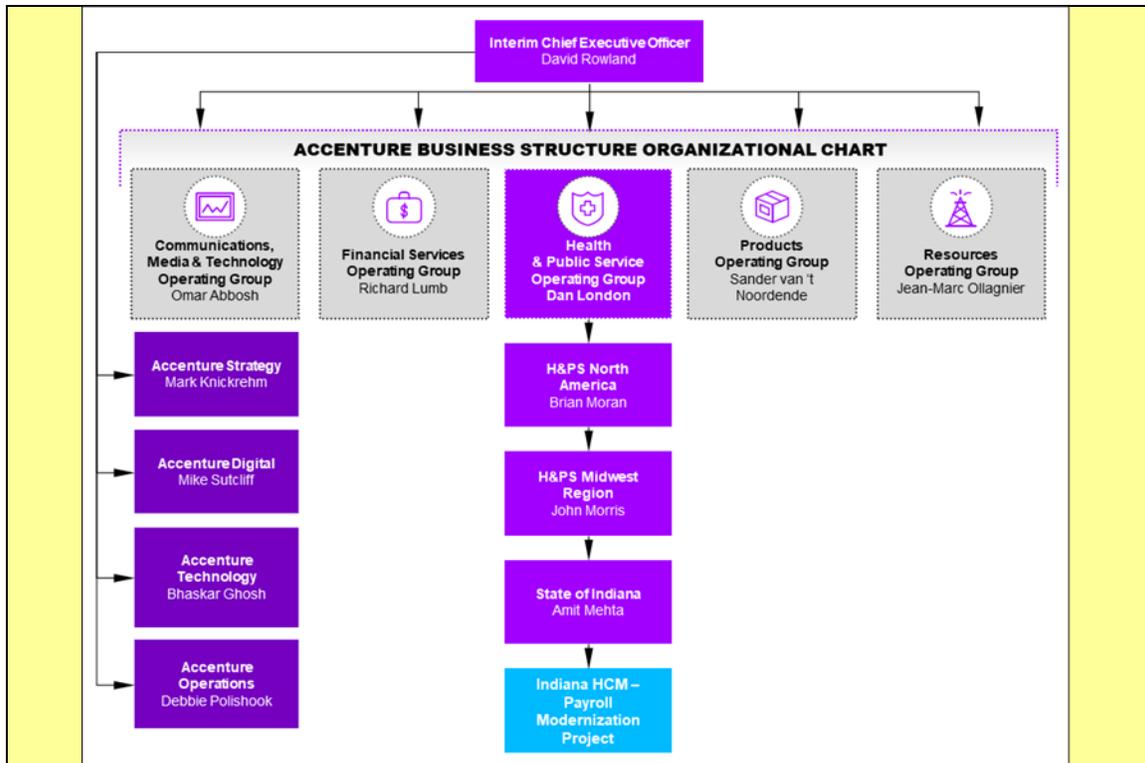


Figure E-6. Accenture’s corporate organizational structure exemplifies our focus on helping our clients achieve high performance.

Health and Public Service (H&PS) Operating Group

Accenture’s Health & Public Service (H&PS) operating group would deliver the services requested in the RFP. Within H&PS, our Public Service industry group provides services designed to help public sector entities increase the efficiency of their operations, improve service delivery to citizens, and reduce their overall costs. We have served more than 1,000 governments and nonprofit organizations, and today work with government and public service organizations in 26 countries. In the United States, we have worked with every cabinet-level federal agency, nearly all 50 state governments (including Indiana and several of its state agencies), and numerous local governments.

H&PS combines our ERP capabilities, expertise, and research-based insights to support public service and health care organizations. This includes federal, state, and local governments; nonprofits; and higher education institutions. We help our clients become more efficient, transparent, accessible, and responsive in providing services to citizens through ERP transformations.

ERP Experience

Accenture has nearly 30 years of ERP experience in the public sector and private sector, including experience implementing, upgrading, and providing managed services for ERP systems. Accenture has collaborated with more than 300 U.S. public sector organizations on their ERP systems and we have completed more than 5,400 ERP projects around the world. We have been involved in ERP implementations with governments since the inception of ERP systems. Because this is such an important part of our business, we are

dedicated to it and invest every year in understanding the technology trends, training our people, and providing tools to support these projects so that we can help our government clients have the most successful ERP implementations. This experience enables us to help our clients avoid common pitfalls, especially for such a highly visible implementation such as this one.

2.3.3 Company Financial Information - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

As a publicly traded company (ACN:NYSE), Accenture makes available its Security Exchange Commission (SEC) filings, including annual reports, on its company website. Accenture plc's audited financial statements for the two most recently completed fiscal years (2017-2018), including income statements and balance sheets, are contained in our annual 10-K reports. Below please find links to 10-K reports for past two fiscal years, ending in August of 2017 and 2018.

- [Accenture 10K-2017](#)
- [Accenture 10K-2018](#)

In addition, copies of Accenture's 2017 and 2018 10-K reports have been included in our electronic submission.

Accenture generated net revenues of US\$41.0 billion for the fiscal year 2018. We again delivered profitable growth and gained significant market share. We have established a leadership position "in the New" encompassing digital, cloud, and security services—which accounted for about 60% of our total revenues. In addition, our very strong new bookings for the year reflect the continued demand for our differentiated services and have given us good momentum for future growth. Our year-after-year strong financial strength is one reason why we remain the service provider of choice for so many of the world's leading companies and largest government agencies. Figure E-7 highlights our fiscal year 2018 performance.

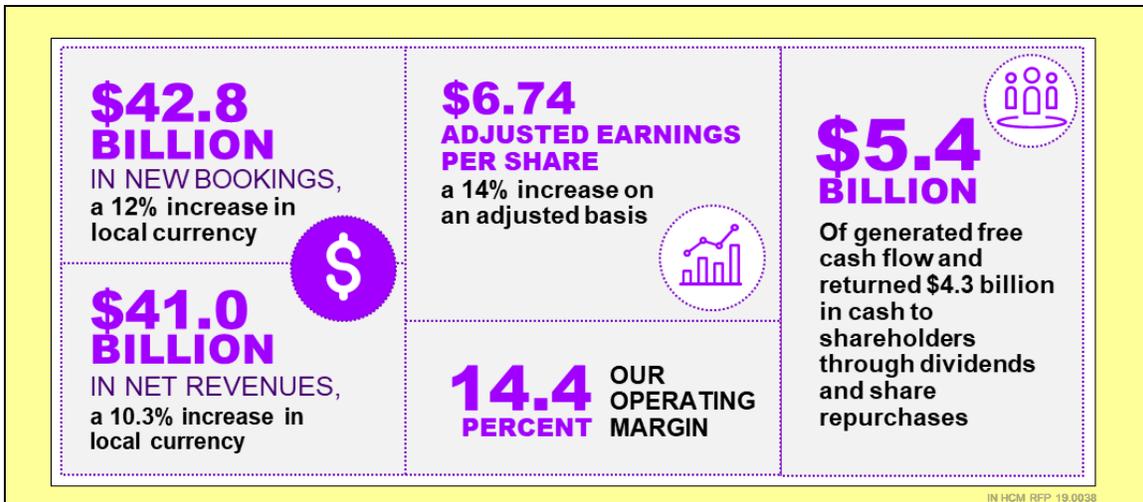


Figure E-7. Our business is stable and able to support large projects.

Our financial stability and the strict accounting and reporting compliance that comes with being a publicly traded company provides the State with peace of mind that Accenture is financially fit and capable of serving the State’s business needs now and for years to come. Industry analysts also agree that Accenture is strong and well-positioned financially. In 2011, Standard & Poor’s added Accenture’s common stock to the S&P 500 Index. We have been rated A+/Stable by S&P, A1/Stable by Moody’s, and A+/Stable by Fitch.

2.3.4 Integrity of Company Structure and Financial Reporting - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

Accenture’s interim CEO David Rowland and CFO KC McClure, as members of Accenture’s Global Leadership, attest to the thoroughness and correctness of all financial information supplied with this proposal.

Accenture assures board integrity, and the separation of audit functions and consulting services by engaging KPMG LLP, an Independent Registered Public Accounting Firm to conduct its audits. The Form 10-K filing for the fiscal year ending August 31, 2018, includes the report arising from their most recently completed audit. As described in the report, KPMG’s audit function is independent from Accenture: “Accenture plc’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Annual Report on Internal Control over Financial Reporting (Item 9A).”

2.3.5 Contract Terms/Clauses - Please provide the requested information in RFP Section 2.3.5.

Accenture accepts and agrees with all of the mandatory terms identified in this section. Regarding non-mandatory terms, Accenture has identified the sections, proposed language and explanations in Section 2.3.15 Requested Changes to Preliminary Contract Terms and Conditions.

2.3.6 References - Please identify at least four (4) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Said list of four (4) clients must be inclusive of at least two (2) clients for whom the Respondent has provided products and/or services that meet the mandatory requirements defined within Attachment P. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

Customer 1		
Legal Name of Company or Governmental Entity	State of Connecticut, Office of the State Comptroller	
Company Mailing Address		
Company City, State, Zip		
Company Website Address		
Contact Person		
Company Telephone Number		
Company Fax Number		
Contact E-mail		
Industry of Company		
Customer 2		
Legal Name of Company or Governmental Entity		State of Wisconsin, Department of Administration
Company Mailing Address		
Company City, State, Zip		
Company Website Address		
Contact Person		
Company Telephone Number		
Company Fax Number		
Contact E-mail		
Industry of Company		
Customer 3		
Legal Name of Company or Governmental Entity	Omaha Public Schools	
Company Mailing Address		
Company City, State, Zip		
Company Website Address		
Contact Person		

Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Customer 4	
Legal Name of Company or Governmental Entity	Federal Bureau of Investigation
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	

A summary of the services provided for each of these clients has been included in Attachment E Business Proposal Supplement.

2.3.6.1 Does your company have any pending litigation regarding contract disputes?

Litigation involving every type of professional services firm—including consultants—has become commonplace worldwide over the last three decades. The number of such situations globally in which Accenture is involved in is minuscule in relation to its total number of clients. The ultimate outcome of any pending litigation regarding contract disputes would not have any adverse effect on Accenture's ability to provide the services described in this proposal. A listing of current material litigation can be found in Accenture's 10k filing, which Accenture has provided in Section 2.3.3 Company Financial Information. Accenture would be happy to discuss with the State any specific questions or concerns the State may have in this area.

2.3.6.2 Please list any contracts lost or terminated in the last three years and provide reasons for loss or termination, as well as contact information.

While termination is extremely uncommon, there may be circumstances where an agreement or statement of work is terminated due to a change in the client's business direction, financial positions, or management. Accenture typically enters into contracts with our clients that provide for standard mutual termination rights. Due to confidentiality restrictions, we are prohibited from disclosing further detail regarding specific client agreements and the nature of such agreements as relates to this topic.

2.3.7 Registration to do Business - Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this office may be found in Section 1.21 Procurement Division Registration, and Section

1.22 for the Secretary of State Registration, of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

Yes, Accenture is registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division.

2.3.8 Authorizing Document - Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

Amit Mehta, Managing Director, is legally authorized by Accenture to commit the organization contractually. Proof of authority can be found in Figure E-8.

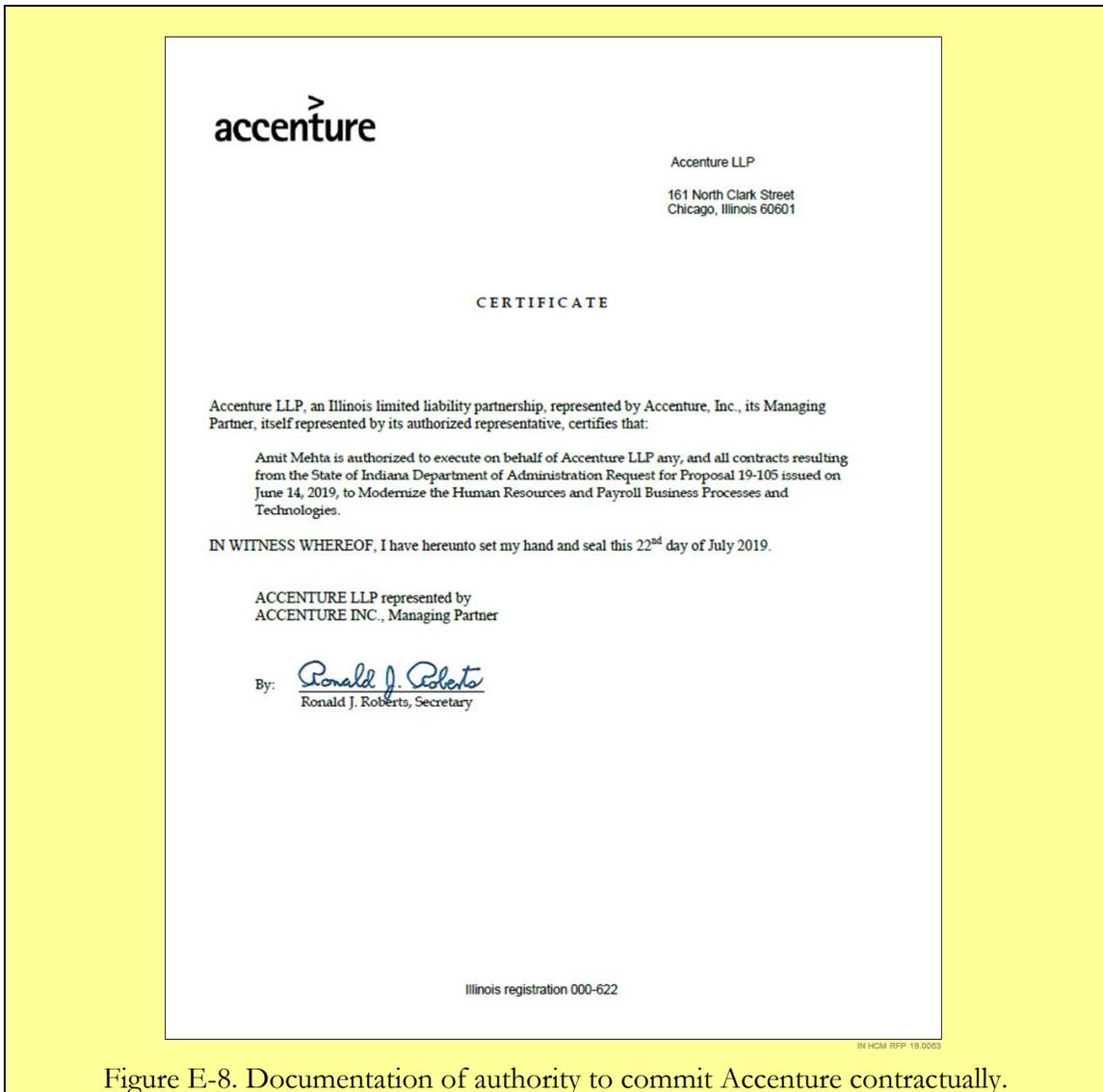


Figure E-8. Documentation of authority to commit Accenture contractually.

2.3.9 Subcontractors - The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications

of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products and/or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women's Business Enterprises under IC 4-13-16.5-1. See Section 1.25 and Attachment A for Minority and Women's Business Enterprises information. Please enter your response below and indicate if any attachments are included.

Accenture would serve as the prime contractor for the HCM-Payroll Modernization Project and would be the firm that the State would contract with all services. As such, Accenture would be responsible for the performance of any obligations that may result from this RFP and would provide the single point of contact for accountability for all implementation aspects of the project. We have chosen team members to help assist with our PeopleSoft HCM and Payroll implementation and support services. We have teamed with the following subcontractors who offer a good understanding of the HCM-Payroll modernization effort and will collaboratively work with Accenture to meet the needs of the State.

- **Sondhi Solutions (MBE)** provides information technology support and staffing to over 70 clients across the Midwest and Southwest.
- **BCforward (MBE)** is the largest PMO and IT staffing company headquartered in Indiana and the largest Minority Business Enterprise (MBE) in Indiana, leveraging their resources and processes to assist in the solution of business problems and staffing needs.
- **aFit Staffing (WBE)** is committed to being an ethical, responsive, and results-driven company providing information technology services since 2014 for private sector and public sector clients (including the State of Indiana).
- **Esource Resources (IVOSB)** is a multi-discipline consulting firm specializing in IT staffing, placement, computer and software consulting, cloud storage, systems integrations, web and graphic design resources, and software licensing.

Additional information about each subcontractor, including a copy of the executed subcontract of the firms involved, can be found in Attachment E Business Proposal Supplement.

2.3.10 Evidence of Financial Responsibility - This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.29 of RFP for details.

Accenture understands and would comply with this requirement as outlined in RFP Section 1.29 Evidence of Financial Responsibility. We understand that evidence of financial responsibility, in the amount of 10% of the negotiated total contract dollar amount is required to guarantee the performance of the selected respondent prior to a fully executed contract. Accenture has the ability to provide the mandatory evidence of financial responsibility. Accenture will provide a parental guarantee as evidence of its financial responsibility if the State deems that acceptable.

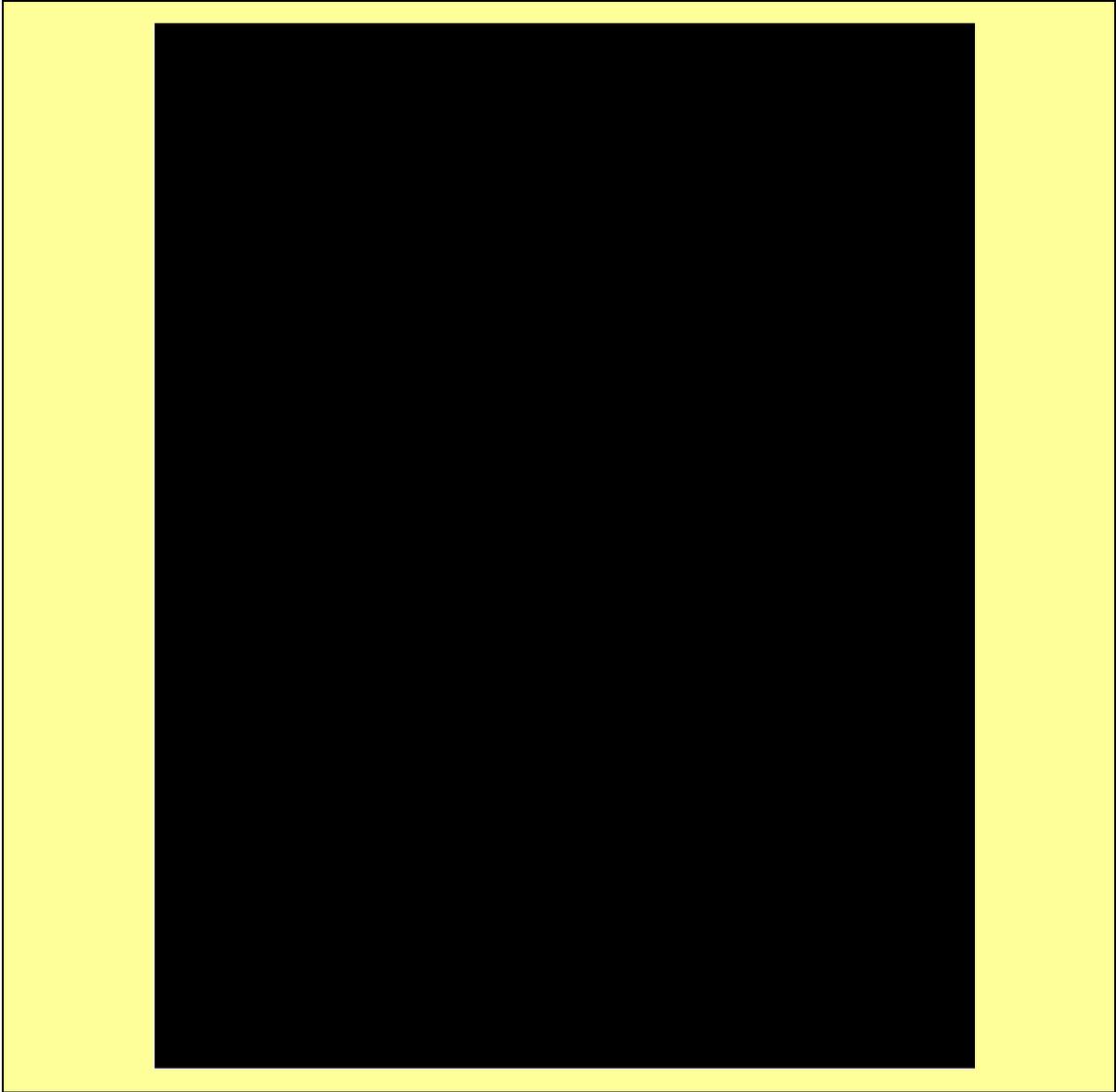
2.3.11 General Information - Each Respondent must enter your company’s general information including contact information.

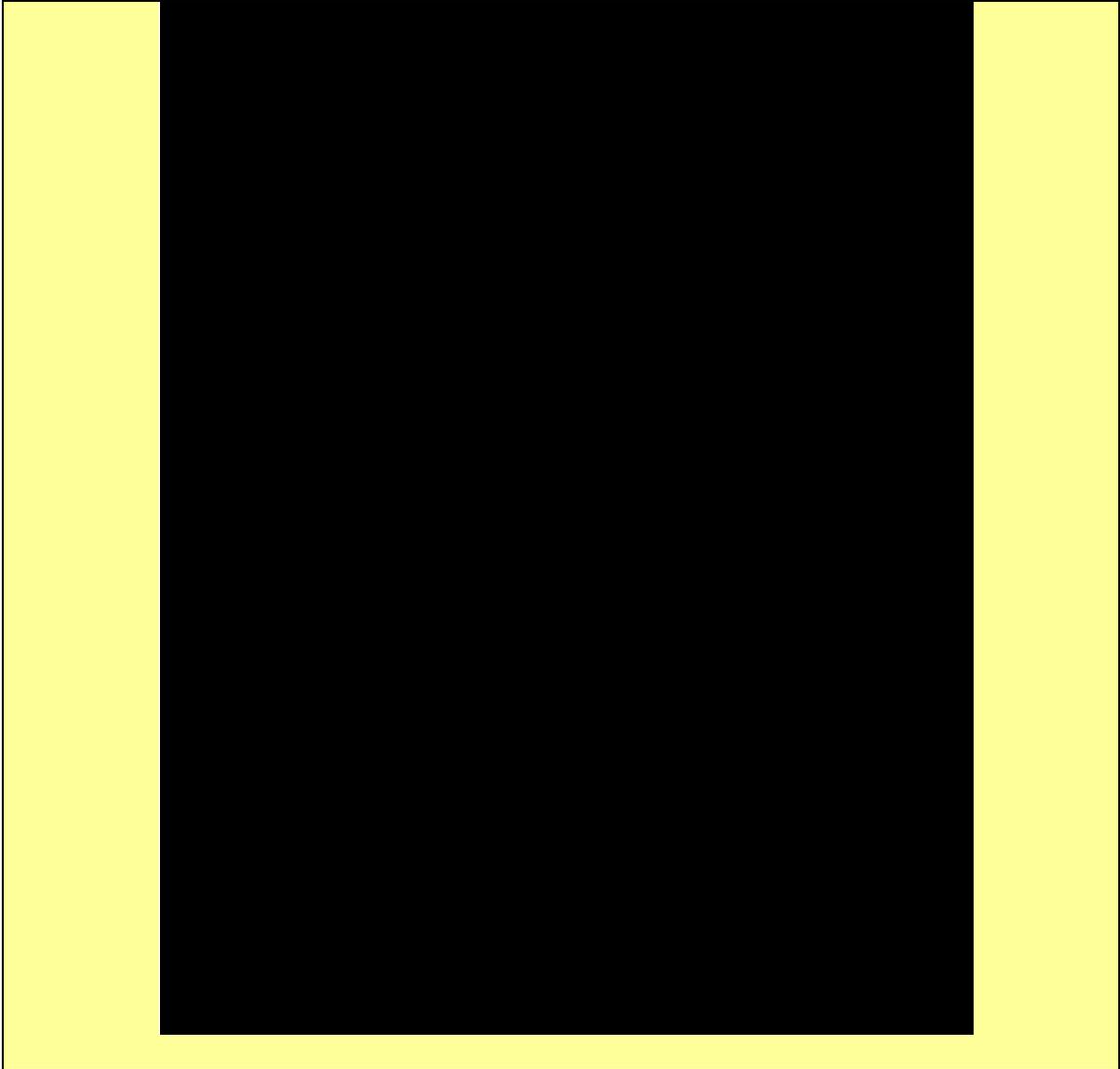
Business Information	
Legal Name of Company	Accenture LLP
Contact Name	Amit Mehta
Contact Title	Managing Director
Contact E-mail Address	amit.x.mehta@accenture.com
Company Mailing Address	55 Monument Circle, Suite 1200 B
Company City, State, Zip	Indianapolis, IN 46204
Company Telephone Number	317-267-3400
Company Fax Number	317-267-3450
Company Website Address	www.accenture.com
Federal Tax Identification Number (FTIN)	72-0542904
Number of Employees (company)	482,000 employees
Years of Experience	30 years
Number of U.S. Offices	49
Year Indiana Office Established (if applicable)	2001
Parent Company (if applicable)	Accenture plc
Revenues (\$MM, previous year)	US \$39.6 billion for fiscal 2018
Revenues (\$MM, 2 years prior)	US \$34.9 billion for fiscal 2017
% Of Revenue from Indiana customers	Less than one percent of Accenture’s Revenue comes from Indiana customers.

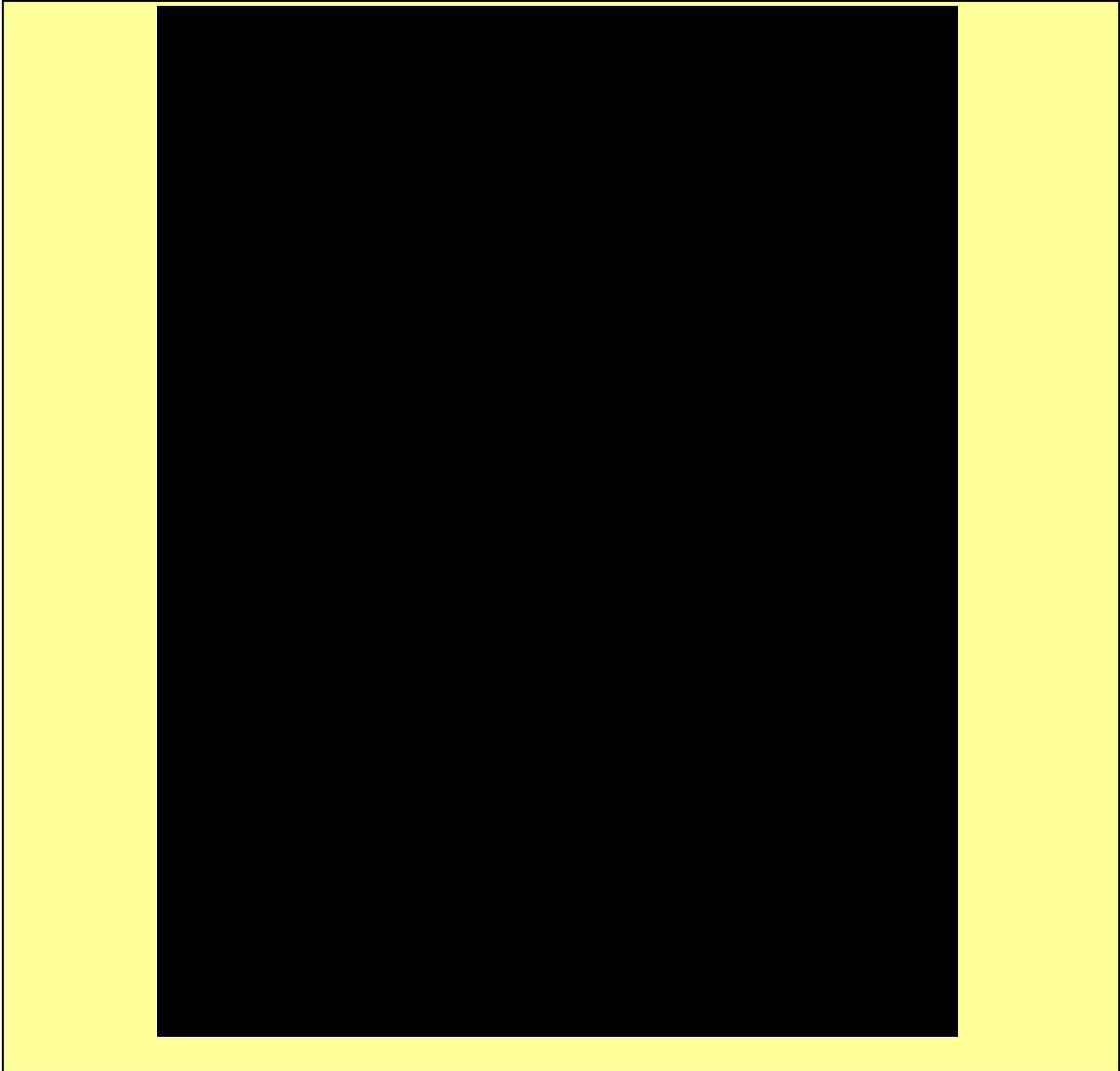
- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

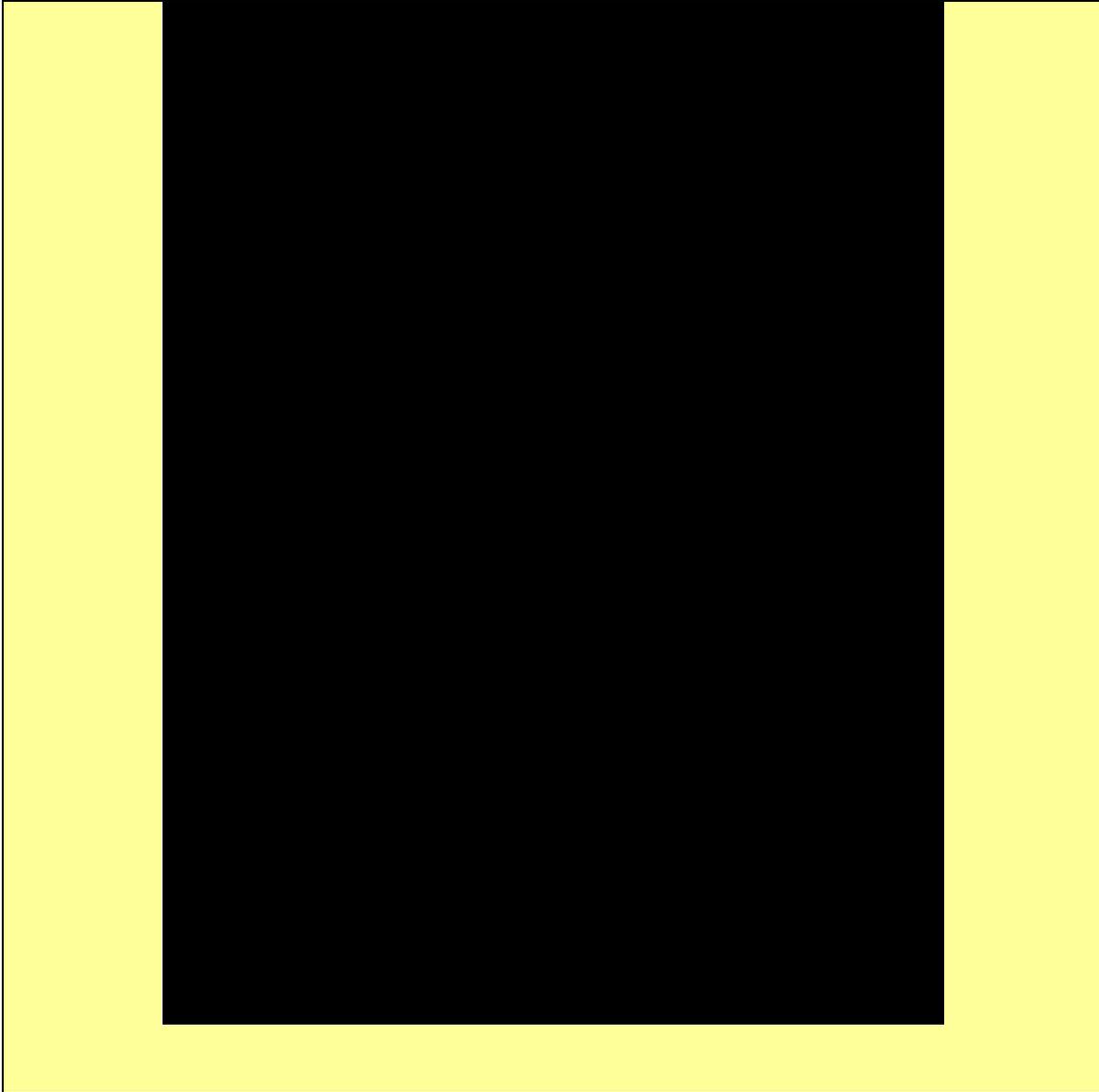
Yes. Accenture has developed thorough and proven disaster recovery and business continuation guidelines. Using the guidelines as the foundation, a disaster recovery plan would be tailored to the specific needs of—and in consultation with—the Indiana Department of Administration.

Our formal Disaster Recovery Plan can be found below.









- b. What is your company's technology and process for securing any State information that is maintained within your company?

Securing any and all client information is an essential part of the work we do. Accenture adheres to Information Technology Infrastructure Library (ITIL) practices and we bring our comprehensive Accenture Client Data Protection (CDP) program.

For our work on the HCM-Payroll Modernization Project, the CDP program would be used as the base for security controls to integrate across all services such as application, infrastructure, and personnel. The Accenture CDP is a holistic approach to analyzing, establishing, and documenting physical and logical security requirements from the State. Protecting the State's information is of utmost importance. Accenture believes it is critical to maintain the public trust in the government and the vendors with whom the government chooses to do business. We have developed a comprehensive CDP program to thoroughly define and consistently address baseline physical and logical security

controls required by the State. The Accenture CDP program maintains an ISO 27001 certification, and includes the following program elements:

- A detailed Client Data Protection Plan describing how our support staff would protect State of Indiana information to which they have access.
- Project-specific training for personnel on the content of the Client Data Protection Plan and processes prior to granting physical and logical access to the State’s resources and in-scope components.
- Staff roll-on and roll-off procedures to comply with the State’s requirements for physical and logical access.
- Periodic data inventories to confirm that State information is accounted for.
- Routine auditing for compliance by projects with their plans.
- Clearly defined incident escalation and reporting procedures.
- Close-out procedures at the conclusion of the project to document the final disposition of State information that was used during the project.

Figure E-9 depicts Accenture’s CDP model.

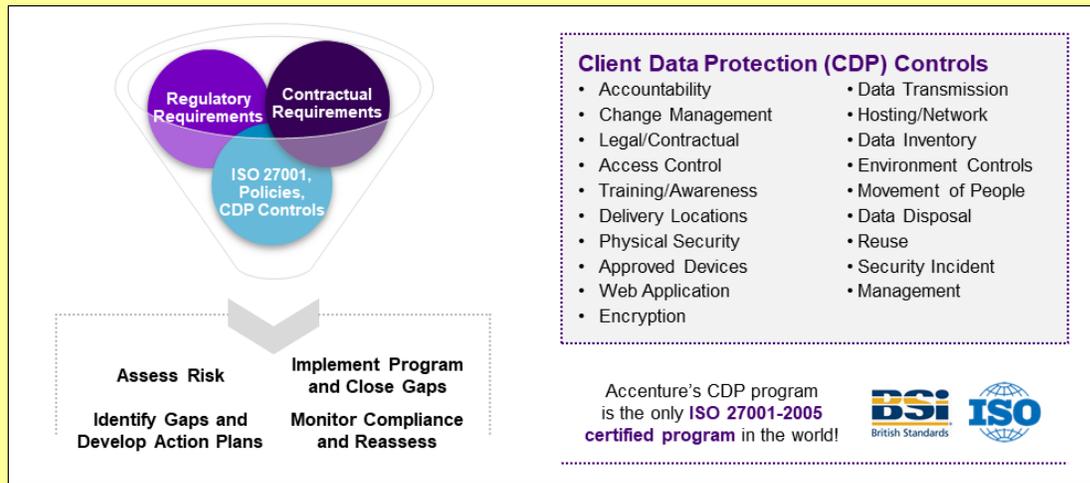


Figure E-9. Accenture Client Data Protection Program.

2.3.12 Experience Serving State Governments - Please provide a brief description of your company’s experience in serving state governments and/or quasi-governmental accounts.

Experience Serving State Governments and/or Quasi-Governmental Accounts
 Accenture’s Health & Public Service (H&PS) operating group combines Accenture's capabilities, experience, and research-based insights to support public service and health care organizations. This includes federal, state, and local governments; nonprofits; and higher education institutions. We help our clients become more efficient, transparent, accessible, and responsive in providing services to citizens.
 With close to 30,000 H&PS practitioners—including former public servants—we have

successfully tested and implemented health and public service solutions in most states within the U.S., as well as in 37 countries. As a result, we understand the unique challenges that states face and have a verifiable track record of working with departments and agencies to overcome those challenges. Figure E-10 provides a few “fast facts” about our recent accomplishments working with our U.S. public sector clients.



Figure E-10. Accenture has an unrivaled track record of working with a wide variety of government agencies in developing, integrating, and operating business transformation and system implementation projects.

A Leader in Public Sector ERP Solutions

To meet your goals, we bring our unmatched experience implementing and upgrading Oracle PeopleSoft technologies, ERP solutions, and business process capabilities. Accenture is dedicated to the ERP industry and the public sector ERP market, and to establishing a business relationship to help the State realize the value of this strategic initiative. Globally, we employ 98,000 professionals skilled and trained in all the major ERP software products, accompanied by strategic alliances with all the major ERP software companies. Implementing ERP for state government and the public sector has been—and continues to be—a core business for Accenture.

As shown in Figure E-11, Accenture has a demonstrated record of success in our 14 statewide PeopleSoft implementations. Of these 14 states, we have implemented or upgraded PeopleSoft 9.2 for HCM and Payroll in Connecticut, Texas, Virginia Department of Transportation, and Wisconsin. We have also re-implemented PeopleSoft 9.2 HCM and Payroll at Omaha Public Schools and are currently implementing PeopleSoft 9.2 HCM and Payroll at the Commonwealth of Virginia and Miami-Dade County.

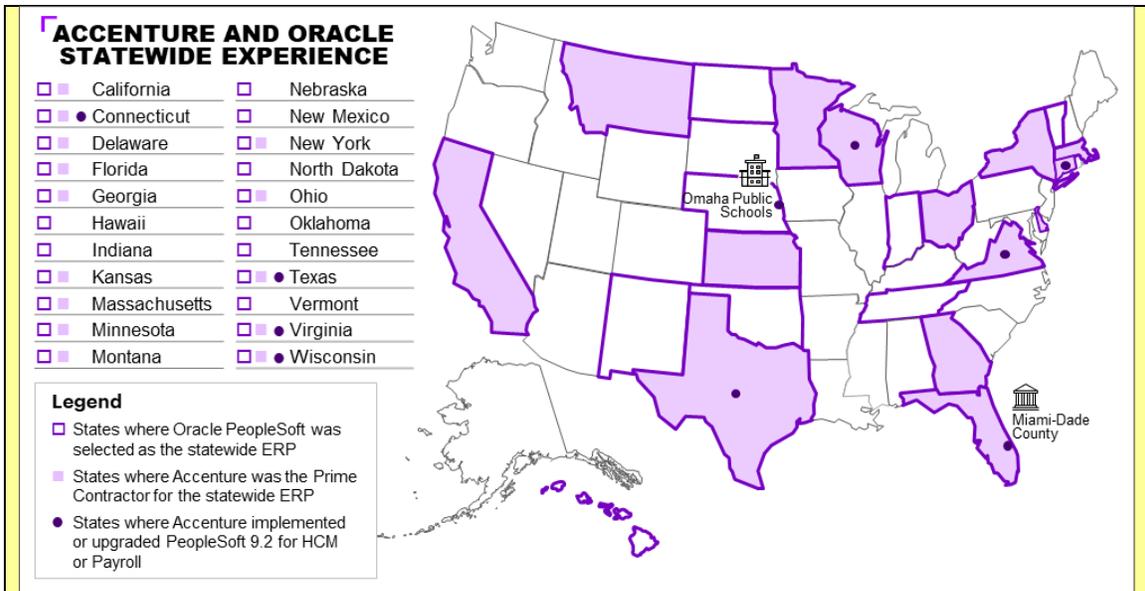


Figure E-11. Accenture brings state government ERP implementation knowledge, experience, and PeopleSoft skills to deliver transformative outcomes.

Experience in Indiana

Accenture has a strong presence in the State of Indiana. More than 120 Accenture employees work in our Indianapolis office. Accenture has worked on many recent engagements with Indiana-based clients, ranging from university health systems to pharmaceutical companies, to nonprofits, health payers, industrial firms, the State of Indiana, and more. We also recently completed the business process redesign and development of the IT roadmap for the modernization of the legacy STARS system for the Indiana Bureau of Motor Vehicles (BMV). We built in the '90s the now-legacy tax system, the Revenue Processing System (RPS), in collaboration (co-development teams) with the Indiana Department of Revenue (DOR). We also implemented one of the first online portal capabilities in the state with INTax, for businesses to file taxes online. We completed our contract in 2004 and the DOR took over maintenance of both systems. In all, Accenture has been serving the State of Indiana for more than 30 years and has people and resources focused on the improvement of our communities and the State.

Figure E-12 provides highlights of Accenture’s presence in Indiana.

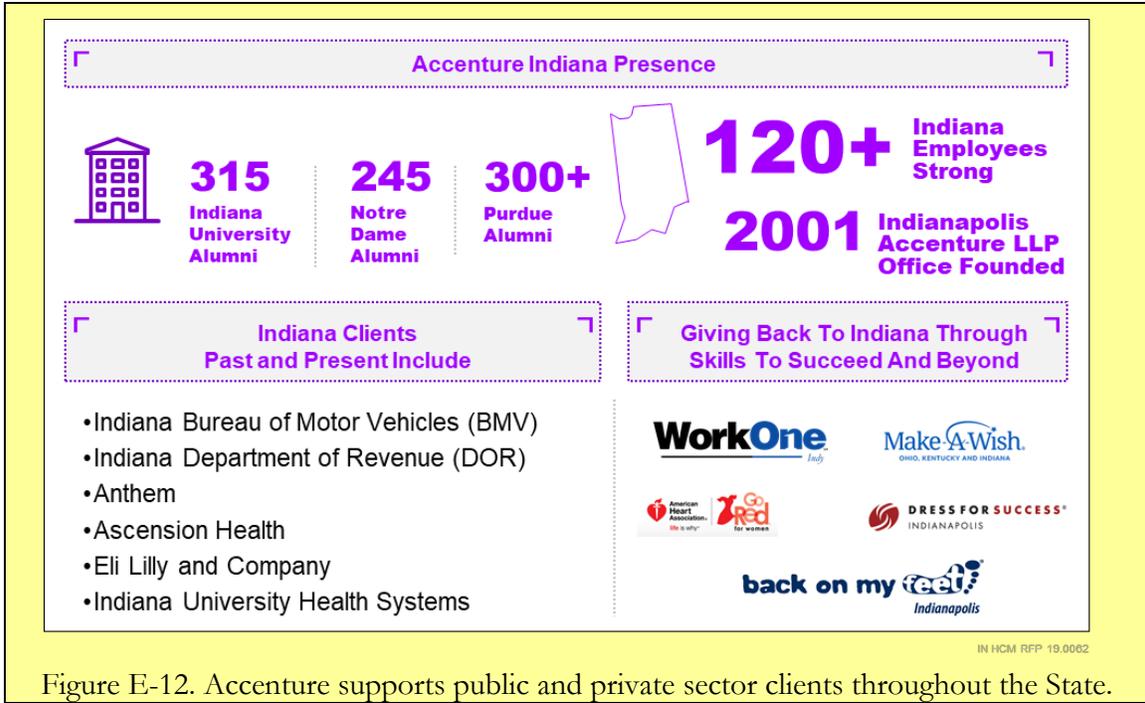


Figure E-12. Accenture supports public and private sector clients throughout the State.

2.3.13 Experience Serving Similar Clients - Please describe your company’s experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

Delivering on a modernized human resources and payroll transformation while providing operational integrations and self-service capabilities requires a solution implemented by a proven system integrator. As the State of Indiana moves to address the demands of the HCM-Payroll Modernization Project, it will benefit from a partner that is a strong innovator and operator, capable of delivering a world-class solution with certainty, at pace and at scale. We are the only vendor who can combine strategy, consulting, digital, technology, and operations to usher you through to your future-state vision and feel we are a true cultural fit with the State of Indiana...today and tomorrow.

Out of Accenture’s 14 statewide PeopleSoft implementations, 11 include HR and Payroll. Figure E-13 provides the list of these states and highlights the ERP software implemented, the functional scope of the modules implemented, and the services provided by Accenture.

State	Tech	SOLUTION				SERVICES			Implemented or Upgraded Peoplesoft 9.2 HCM or Payroll
		HR	Payroll	FIN	SCM	SI	App. Support	Infra. Support	
California	PeopleSoft			●	●	●	●	●	
Connecticut	PeopleSoft	●	●	●	●	●			●
Delaware	PeopleSoft	●	●			●			
Florida	PeopleSoft			●		●	●	●	
Georgia	PeopleSoft			●	●	●			
Kansas	PeopleSoft	●	●	●	●	●			
Massachusetts	PeopleSoft	●	●			●			
Minnesota	PeopleSoft	●	●			●			
Montana	PeopleSoft	●	●	●	●	●			
New York	PeopleSoft	●	●	●	●	●			
Ohio	PeopleSoft	●	●	●	●	●	●	●	
Texas	PeopleSoft	●	●	●	●	●	●	●	●
Virginia	PeopleSoft	●	●	●	●	●	●		●
Wisconsin	PeopleSoft	●	●	●	●	●			●

IN HCM RFP 19.0018b

Figure E-13. Accenture has been the prime contractor for 14 Oracle-based statewide ERP implementations.

Accenture has also completed 9.2 upgrades for both HCM and Payroll at the State of Texas, the Virginia Department of Transportation, and Omaha Public Schools. We are also currently implementing PeopleSoft 9.2 HCM and Payroll at the Commonwealth of Virginia and Miami-Dade County.

Most of our public sector ERP projects are of similar size and complexity to the HCM-Payroll Modernization Project. They are enterprise-wide, involve multiple departments and agencies, have complex organizational structures, include numerous interfaces and conversions, and involve a diverse workforce to be trained on the new system—both in its use and operations and maintenance.

Through this experience, we understand the unique challenges that states face and have a verifiable track record of working with departments and agencies to overcome those challenges. We do so through the knowledge of former government officials and our vast experience of implementing ERP in state government. By being the prime integration partner rather than serving in a subcontractor or advisory role in these implementations, we hold and take serious accountability for the success of the projects.

2.3.14 Indiana Preferences - Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent’s ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent’s Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by buyindianainvest@idoa.in.gov included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.

Buy Indiana

Refer to Section 2.7 for additional information.

Accenture is claiming 500.1110. Resident Vendor Preference under Buy Indiana. Below we provide an email confirmation of our Buy Indiana status.

From: Buy Indiana Economic Investment <buyindianainvest@idoa.IN.gov>
Date: July 18, 2019 at 3:54:25 PM EDT
To: "Westrick, Mindy A." <Mindy.Westrick@FaegreBD.com>, "Buy Indiana Economic Investment" <buyindianainvest@idoa.IN.gov>
Subject: RE: Qualifications for Buy Indiana

This certifies that Accenture LLP is a Buy Indiana business under category #5 (withholding).

This certification expires in one year and recertification must be sought on or before July 18, 2020.

Sincerely,

John Snethen
General Counsel
Indiana Department of Administration

From: Westrick, Mindy A. [<mailto:Mindy.Westrick@FaegreBD.com>]
Sent: Thursday, April 18, 2019 9:42 AM
To: Buy Indiana Economic Investment <buyindianainvest@idoa.IN.gov>
Subject: FW: Qualifications for Buy Indiana

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

Please consider this my formal request to renew Accenture LLP's Buy IN status. See the information from last year below.

From: Buy Indiana Economic Investment <buyindianainvest@idoa.IN.gov>
Date: February 12, 2018 at 4:59:44 PM EST
To: Buy Indiana Economic Investment <buyindianainvest@idoa.IN.gov>, "Westrick, Mindy A." <Mindy.Westrick@FaegreBD.com>
Subject: RE: Qualifications for Buy Indiana

Mindy,

I know you've been discussing this issue with IDOA's legal counsel, Tim Grogg. We have confirmed that Accenture LLP would qualify for Buy Indiana status under Illinois statute mentioned below. This email services as your confirmation and expires 2/11/2019.

500.1110. Resident Vendor Preference

a) *When a contract is to be awarded to the lowest responsible bidder or offeror, a resident bidder or offeror shall be allowed a preference as against a non-resident bidder or offeror from any state that gives or requires a preference to bidders or offerors from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder or offeror. Further, if only non-resident bidders or offerors are bidding, the purchasing agency is within its right to specify that Illinois labor and manufacturing locations be used as a part of the manufacturing process, if applicable. This specification may be negotiated as part of the solicitation process. [30 ILCS 500/45-10(a)]*

Thank you.
INDIANA DEPARTMENT OF ADMINISTRATION

IN HCM RFP 19.0073a

2.3.15 Requested Changes to Preliminary Contract Terms and Conditions - Please provide the contract section number for each item with requested change along with the new proposed language per Section 2.3.5 Contract Terms/Clauses of RFP 19-105.

Accenture agrees in principle with the majority of the terms and conditions proposed by the State in this RFP. The table below contains the specific terms and conditions that Accenture would like to discuss with the State and to which it takes “Exception” along with its proposed language. Accenture also assumes it will have the opportunity to negotiate discreet key terms including assumptions in the Statement of Work. We believe that you will find us to be reasonable and focused on solutions while fairly balancing risk. *Note where there is proposed language for a specific subsection, assume there are no changes to the remaining subsections. Accenture has also included a redline of Attachment B for your reference in a separate document as well.

SECTION	PROPOSED CONTRACT LANGUAGE	EXPLANATION/REASON FOR PROPOSED NEW CONTRACT LANGUAGE
7. Audits	Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, <i>et seq.</i> , and audit guidelines specified by the State.	The State as confirmed that this project will not involve federal funds and therefore Accenture deleted the second paragraph of this section as inapplicable.
13. Continuity of Services	C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract in accordance with the agreed upon transition services.	Accenture personnel records are confidential. Accenture will work with the State in the event of a transition.
28. Insurance	Insurance. A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor’s performance under this Contract: 1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and	Accenture proposes clarifying insurance coverage to align with Accenture's policies and scope of work. Accenture has attached copies of its standard insurance certs for review. Accenture’s Errors and Omission’s policy is combined with its Professional Liability policy. Waiver of subrogation is not available on Accenture’s professional liability policy. Accenture has provided copies of its insurance certificates for reference.

\$5,000,000 per occurrence and \$10,000,000 in the annual aggregate, unless additional coverage is required by the State, subject to negotiation and mutual agreement. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

4. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

5. Surety or Fidelity Bond(s) if required by statute or by the agency.

6. Professional Liability Insurance. The Contractor shall

maintain insurance to cover Contractor's liability in the performance of services under the contract for: (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and, (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e). The Contractor is required to carry the following limits:
\$10,000,000 – per claim or event and \$10,000,000 – annual aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to

	<p>operate in the state in which the policy was issued.</p> <ol style="list-style-type: none"> 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor. 3. The duty to indemnify the State under this Contract shall not be limited or expanded by the insurance required in this Contract. 4. Contractor agrees that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency. 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana, except for its Professional Liability policy. <p>C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.</p>	
<p>46. Termination for Default.</p>	<p>Termination for Default.</p> <p>A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:</p> <ol style="list-style-type: none"> 1. Correct or cure any material breach of this Contract; the time to correct or cure the 	<p>Termination should only be triggered by material non-compliance. Accenture agrees that the State is entitled to withhold amounts in dispute, but withholding should be limited to applicable services.</p>

	<p>breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;</p> <ol style="list-style-type: none"> 2. Make progress so as to endanger performance of this Contract; or 3. Materially perform any of the other provisions of this Contract. <p>B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.</p> <p>C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum in dispute.</p> <p>D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.</p>	
<p>New Limitation of Liability</p>	<p>24.1 Limitation of Liability. The sole liability of either Party to the other in relation to any and all claims in any manner related to the Agreement (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to the total fees paid or</p>	<p>Accenture proposes adding a reasonable limitation of liability. Based on the state's concerns regarding data security, we have added additional remedies in the event of data breach.</p>

payable to Accenture under the applicable SOW (or if the term of the SOW is 12 months or longer, the liability of each Party will be limited in the aggregate to the fees received under the applicable SOW during the 12 month period immediately preceding the event giving rise to the first such claim or, in respect of any such event occurring during the first 12 months of the SOW, the fees payable under the applicable SOW during the first 12 months). In no event will either Party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any: (i) consequential, indirect, incidental, special or punitive damages, or (ii) loss of profits, business, opportunity or anticipated savings (whether directly or indirectly arising). Nothing in the Agreement excludes or limits either Party's liability to the other which cannot lawfully be excluded or limited.

24.2 Direct Damages for Data

Breach. Notwithstanding anything to the contrary set forth in this Agreement, if the State incurs damages in the mutually agreed upon Data Safeguards of this Agreement, and such breach contributes to an unauthorized acquisition and/or misuse of the Client Personal Data, Accenture shall be liable on a comparative basis for the portion of those damages directly attributable to such Accenture breach subject to the Limitation of Liability above. Direct damages shall include: (a) the reasonable cost of providing legally required notice of the security breach to individuals affected by the unauthorized acquisition and/or misuse of the Client Personal Data; (b) the reasonable cost of providing legally required notice to government agencies, credit bureaus, and/or other required entities; (c) the

	<p>reasonable cost of providing individuals affected by the unauthorized acquisition and/or misuse of the Client Personal Data with credit monitoring services designed to protect against potential fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months; (d) reasonable call center support for such affected individuals for a specific period not to exceed thirty (30) calendar days; and (e) reasonable fees associated with computer forensic work required for security incident investigations.</p>	
New Data Protection	See attached Data Safeguards	Accenture has included a copy of its standard Data Safeguards for Client Data as an attachment.

ATTACHMENT E BUSINESS PROPOSAL SUPPLEMENT

This document serves as a supplement to Attachment E Business Proposal Template and includes additional information for the following sections:

- 2.3.6 References
- 2.3.9 Subcontractors

2.3.6 REFERENCES

The Respondent must include a list of at least four (4) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Said list of four (4) clients must be inclusive of at least two (2) clients for whom the Respondent has provided products and/or services that meet the mandatory requirements defined within Attachment P. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

Figure ES-1 lists four clients for whom Accenture has provided products and/or services that are similar to those requested in this RFP. All our references are clients with whom we collaborated to deliver solutions that yielded significant value and performance improvements. Both the State of Connecticut and State of Wisconsin were both statewide PeopleSoft projects for **both** HCM and Payroll. The State of Wisconsin and the Omaha Public Schools projects were PeopleSoft implementations for **both** HCM and Payroll; while the State of Connecticut was an upgrade projects from PeopleSoft 9.1 to 9.2 for **both** HCM and Payroll. In addition to the statewide implementation for the State of Connecticut, Accenture implemented **both** HCM and Payroll for the University of Connecticut. For the Federal Bureau of Investigation, Accenture upgraded PeopleSoft HCM to 9.2. These projects are of similar size and/or complexity and demonstrate our capability to provide the solution and services required of the HCM-Payroll Modernization Project.

CLIENT	 NUMBER of EMPLOYEES	 GOVERNMENT	 SIMILAR SIZE, SCOPE, or COMPLEXITY	 PEOPLESOFT 9.1 or 9.2 HCM – UPGRADE and/or IMPLEMENTATION	 PEOPLESOFT 9.1 or 9.2 PAYROLL – UPGRADE and/or IMPLEMENTATION
State of Connecticut Core Financial & Administrative Computer Systems (CORE-CT)	68,000	State Government		Upgrade	Upgrade
State of Wisconsin State Transforming Agency Resources (STAR)	35,000	State Government		Implementation	Implementation
Omaha Public Schools PeopleSoft HCM & FSCM 9.2 Reimplementation and Upgrade	4,000	Public School		Reimplementation	Reimplementation
Federal Bureau of Investigation Human Resources Information Systems (HRIS/HR Source)	36,000+	Federal Government		Upgrade	

IN HCM RFP 19.0039

Figure ES-1. Our references highlight Accenture’s experience with projects of similar size, scope, or complexity.

Client 1: State of Connecticut

Accenture initially partnered with the Office of the State Comptroller (OSC) and the Office of Policy Management (OPM) on the 2003 implementation and 2005 upgrade of Connecticut’s statewide integrated PeopleSoft Financials, Procurement, Human Capital Management and, Enterprise Performance Management solution for 65+ agencies and offices. The solution, known as Core-CT, greatly reduced the number of disparate systems maintained across the state and served as a foundation for increased consistency and streamlined administrative processes across state agencies.

Accenture worked with the State of Connecticut to expand the scope of Core-CT, across several initiatives:

- **Core-CT HCM Upgrade:** The HCM and Payroll upgrade from PeopleSoft 9.1 to 9.2 was completed in October 2015, leveraging the Accenture Upgrade Lab. The HCM system supports executive branch agencies, the Judicial branch, the General Assembly, and state institutions of higher education. The Core-CT project involved 70 agencies, 65,000 employees, and 3.5 million residents, including four central agencies that oversee the core functions of budget, accounting, policy management, payroll, benefits, human resources, time and attendance, and purchasing.
- **Implementation of Pension Administration:** Accenture is currently working with the OSC to extend the Core-CT HCM implementation to include Pension Administration functionality to modernize the state’s retirement services for state and municipal employees. The initial releases of functionality for the State Employees Retirement (SERS) plan are in production, with additional features in development.
- **Core-CT CRM Implementation:** In preparation for implementation of Pension Functionality within Core-CT, the project implemented Oracle’s PeopleSoft Customer Relationship Management solution to support the Retirement Services Division Customer Service Center. The CRM implementation was completed in October 2015.
- **Migration of University of Connecticut (UConn) into Core-CT HCM:** In addition to the State upgrade project, Accenture worked with the OSC to implement PeopleSoft 9.2 HCM and Payroll, replacing UConn’s legacy environment.
- **Core-CT Financials Upgrade:** Accenture worked with the OSC to upgrade the Financials and Procurement application from 9.1 to 9.2. The scope of the Core-CT PeopleSoft Financials application includes an upgrade of existing scope to 9.2 and implementation of selected new pieces of functionality within the Core-CT Financials system. The Project also included an analysis of the effort to implement additional modules currently not in use by the State.



Client 2: State of Wisconsin

The State of Wisconsin contracted with Accenture on the State Transforming Agency Resources (STAR) project to implement PeopleSoft 9.2 for both HCM and Payroll, as well as Finance and SCM. Accenture provided the primary deployment support for the principal functionality supporting enterprise financial reporting. Accenture was responsible for leading all aspects of the full systems implementation lifecycle for both the systems implementation and upgrade projects.

The STAR project scope included financials, supply chain, human resources, payroll, and business intelligence functionality deployed to all 57 state agencies in 24 months. The State needed an ERP system that allowed for continuous improvement, the ability to scale, and delivery of solution efficiencies. The system needed to address the State’s business requirements, which included configuration and business process redesign, integration with existing and/or new applications, implementation of ERP functionality, and the development of training and testing programs.

To successfully address requirements, we developed 200+ functional designs, conducted 130+ Conference Room Pilot sessions, and performed 10+ cycles of testing. To ensure a smooth transition, the project team created 40+ computer-based and instructor-led training courses. Upon completion, we trained 35,000 state employees with additional detailed training for the 15,000 "heavy" users. The project has been highly successful—meeting timelines, coming in below budget, and achieving engagement and support across the broad base of state agencies.



Client 3: Omaha Public Schools

Omaha Public Schools wanted to modernize their existing PeopleSoft HCM and Financials application. The modernization project required a re-implementation of the HCM and Payroll modules and an upgrade for Financials, all to the latest release (9.2). The School District required to implement employee and manager self-service, mobile, increase automation and workflow. Their newly upgraded system called “OPS Anywhere” now gives School District leadership, business owners and staff in the schools and other facilities the ability to access the system and perform their job anytime, anywhere and on any device, increasing productivity and allowing staff to focus on the 56,000 students of Omaha, Nebraska.

Accenture collaborated with Omaha Public Schools to conduct requirements-gathering workshops, develop a business impact assessment of key requirements and design the solution that best fit their needs. We successfully completed this project which included design sessions, build, and testing of the configured solution. The project delivered in two overlapping phases starting with HCM and Payroll, and later Financials. The project went live as a big bang in August 2018.



Client 4: Federal Bureau of Investigation

The Federal Bureau of Investigation (FBI) was operating a custom-built Human Resources (HR) system that had been in place for more than 21 years. Since September 2011, the FBI has partnered with Accenture to redesign its HR processes and implement an Oracle-based PeopleSoft Human Capital Management (HCM) system to manage the bureau’s workforce of 36,000+. Accenture designed and implemented PeopleSoft HCM Workforce Administration, Benefits, Payroll Documents, Payroll Interface, Profile Manager, Talent Acquisition Manager, and Candidate Gateway modules that replaced five outdated systems with disparate processes and enabled data interfaces with ten different FBI systems.

By teaming with Accenture, the FBI completed a massive HR transformation that resulted in an integrated HR system (HR Source) that supports employees’ end-to-end HR experience from applicant sourcing through employee retirement. In October 2016, the FBI awarded Accenture with a seven-year BPA for the continued services to further enhance the bureau’s HR systems capabilities including upgrading PeopleSoft HCM to 9.2. This ongoing transformation includes implementing HR system solutions to promote process automation and modernization, as well as further consolidation of Bureau systems.

Some of the HR process improvements made by Accenture along with HR Source include the creation of HRLink (the one-stop shop website for FBI employees to view HR information and complete HR-related activities), and HR Reports (the enterprise platform for reports and dashboards), along with multiple enhancements to FBIJobs.gov (the public-facing portal for FBI employees and external applicants to learn about and apply to work for the FBI).



2.3.9 SUBCONTRACTORS

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5. See Sections 1.21, 1.22 and Attachments A/A1 for Minority, Women, and Veteran Business information.

IVOSB entities (whether a prime or subcontractor) must have a bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA (please see section 2.3.7, Department of Administration, Procurement Division for details).

Accenture has chosen four subcontractors to work with us on the HCM-Payroll Modernization Project:

- Sondhi Solutions
- BCforward
- aFit Staffing
- Esource Resources

The following table identifies the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience, including the qualifications of the subcontractor for guaranteeing performance.

	Sondhi Solutions	BCforward	aFit Staffing	Esource Resources
Identification of the functions to be provided by the subcontractor	<p>Information technology consultation services to support:</p> <ul style="list-style-type: none"> • Development services • Security services 	<p>Temporary personnel services to support:</p> <ul style="list-style-type: none"> • Development services 	<p>Information technology consultation services to support:</p> <ul style="list-style-type: none"> • Functional Payroll/ Absence Management/ Project Costing consultants • Development services • Training services 	<p>Information technology consultation services to support:</p> <ul style="list-style-type: none"> • Development services • Organizational change management and training services
Subcontractor's related qualifications and experience	<p>Sondhi Solutions is a certified Minority Owned Business with the State of Indiana, the City of Indianapolis, and the National Minority Supplier Development Council and was founded in 2009. Headquartered in Indianapolis, IN, Sondhi Solutions provides IT consulting and staffing to over 70 clients across the Midwest and Southwest. Clients include:</p> <ul style="list-style-type: none"> • Indiana Bureau of Motor Vehicles • Indianapolis Public Library • Beam, Longest, and Neff 	<p>BCforward currently partners with the State of Indiana with project and staffing services. Below is a list of agencies BCforward currently supports:</p> <ul style="list-style-type: none"> • Indiana Criminal Justice Institute • Indiana Department of Administration • Indiana Department of Child Services • Indiana Department of Correction • Indiana Department of Education • Indiana Department of Revenue • Indiana Department of Workforce Development • Indiana Family and Social Services Administration • Indiana Prosecuting Attorneys Council • Indiana State Department of Health • Indiana State Personnel Department 	<p>aFit has experience in successfully completing business and systems implementation projects and providing quality personnel for Government projects. Examples of this include working for the Indiana Department of Child Services, the Indiana Office of the Lieutenant Governor, and for Accenture as a subcontractor on their recent work with the State of Indiana, RCR and OmniSource Marketing. Because of the work completed on these contracts, aFit is certified by the State of Indiana for the UNSPSC codes applicable for these services such as system analysis service, information technology service delivery, management and business professionals, management advisory</p>	<p>Esource Resources has performance contract IT staffing for approximately 20 years for organizations in the Indianapolis area. Clients include Eli Lilly, Indianapolis Supreme Court, City of Indianapolis, Indiana Bureau of Motor Vehicles, and Eskenazi Health.</p>

	Sondhi Solutions	BCforward	aFit Staffing	Esource Resources
			services, software coding services, strategic planning consultation services, information technology consultation services, technology software developers, education and training services, and project management.	
Qualifications of the subcontractor for guaranteeing performance	Sondhi Solutions has provided enterprise software development services to clients since 2014, and security solutions, as part of our suite of Managed Services practice since 2012.	BCforward is a business solutions and staffing firm and for 21 years has leveraged their resources and processes to assist in the solution of business problems and staffing needs. BCforward currently provides staffing, project, and outsourcing solutions to over 175 clients globally. Our teams deliver solutions for multiple industries from both public sector and private sector. BCforward is the largest PMO and IT staffing company headquartered in Indiana and the largest MBE in Indiana.	aFit has experience in successfully completing business and systems implementation projects since 2014 for private sector and public sector clients (including the State of Indiana). aFit's owner and President, Julie Booth, has more than 20 years of managing business and system implementation projects for state government clients across the United States and specifically in Indiana. She has experience overseeing hundreds of millions of dollars in state contracts and working with teams large and small to create improved outcomes for government clients.	We have approximately 20 years in this business and our staff are recruited to fit the job description precisely to any of our SOWs and job requests.

Per the requirements of the RFP, we provide subcontractor information in the following table.

	Sondhi Solutions	BCforward	aFit Staffing	Esource Resources
Subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services	Sondhi Solutions 47 S. Pennsylvania St., Suite 400 Indianapolis, IN 46204 State formed: Indiana	Bucher + Christian Consulting, Inc. (BCforward) 9777 North College Ave. Indianapolis, IN 46280 State formed: Indiana	aFit Staffing, Inc. 1075 Broad Ripple Ave., Suite 331 Indianapolis, IN 46220 State formed: Indiana	Esource Resources 7114 Lakeview Parkway West Dr. Indianapolis, IN 46268 State formed: Indiana
Subcontractor's responsibilities under the proposal	Information technology consultation services to support: <ul style="list-style-type: none"> • Development services • Security services 	Temporary personnel services to support: <ul style="list-style-type: none"> • Development services 	Information technology consultation services to support: <ul style="list-style-type: none"> • Functional Payroll/ Absence Management/ Project Costing consultants • Development services • Training services 	Information technology consultation services to support: <ul style="list-style-type: none"> • Development services • Organizational change management and training services
Anticipated dollar amount for subcontract	██████████	██████████	██████████	██████████
Subcontractor's form of organization	Limited Liability Company	S-Corporation	Corporation	Limited Liability Company
Indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor	Sondhi Solutions confirms our willingness to carry out our responsibilities for this RFP and has indicated this confirmation in our Letter of Commitment as part of Attachment A M/WBE Participation Plan Form.	BCforward confirms our willingness to carry out our responsibilities for this RFP and has indicated this confirmation in our Letter of Commitment as part of Attachment A M/WBE Participation Plan Form.	aFit Staffing confirms our willingness to carry out our responsibilities for this RFP and has indicated this confirmation in our Letter of Commitment as part of Attachment A M/WBE Participation Plan Form.	Esource Resources confirms our willingness to carry out our responsibilities for this RFP and has indicated this confirmation in our Letter of Commitment as part of Attachment A1 IVOSB Participation Plan Form.
Which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5.	Minority Business Enterprise (MBE) certified by the State of Indiana	Minority Business Enterprise (MBE) certified by the State of Indiana	Women Business Enterprise (WBE) certified by the State of Indiana	Veteran Owned Small Business Enterprise (IVOSB) certified by the State of Indiana

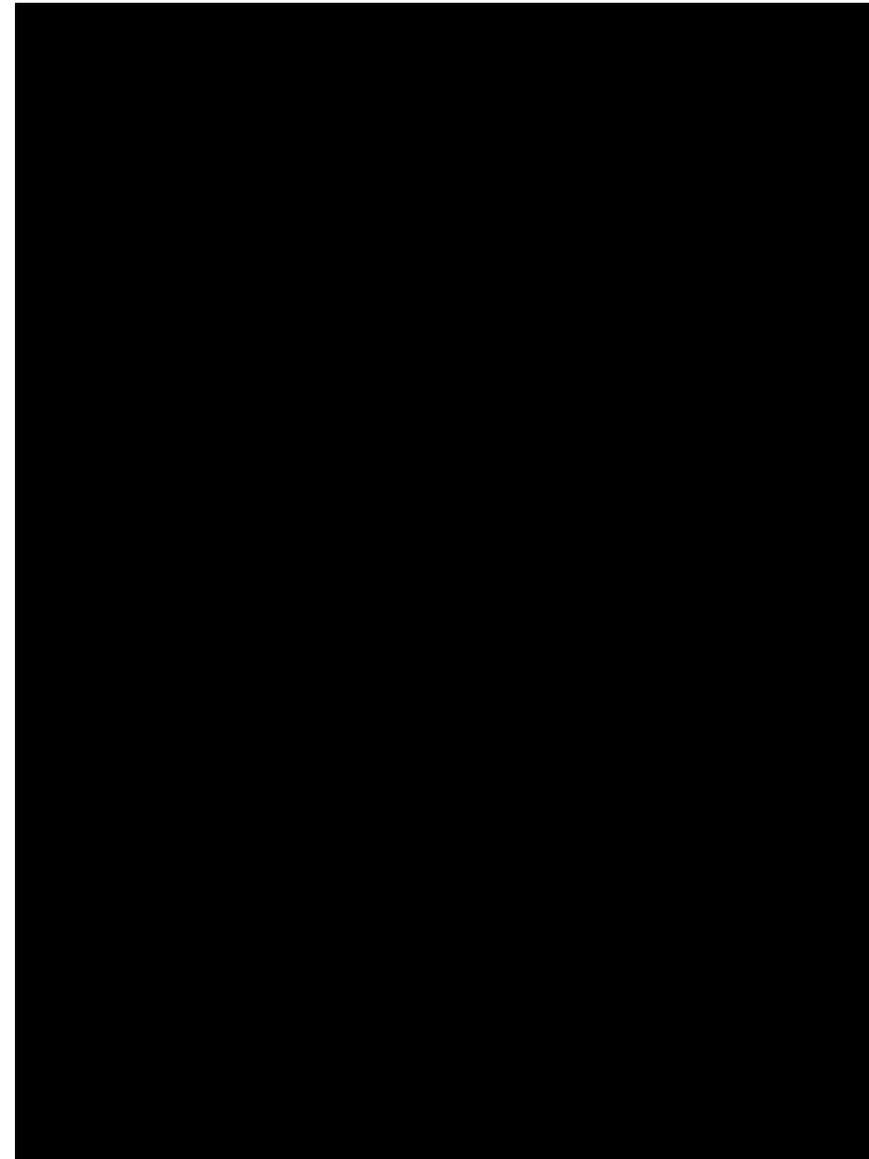
Sondhi Solutions

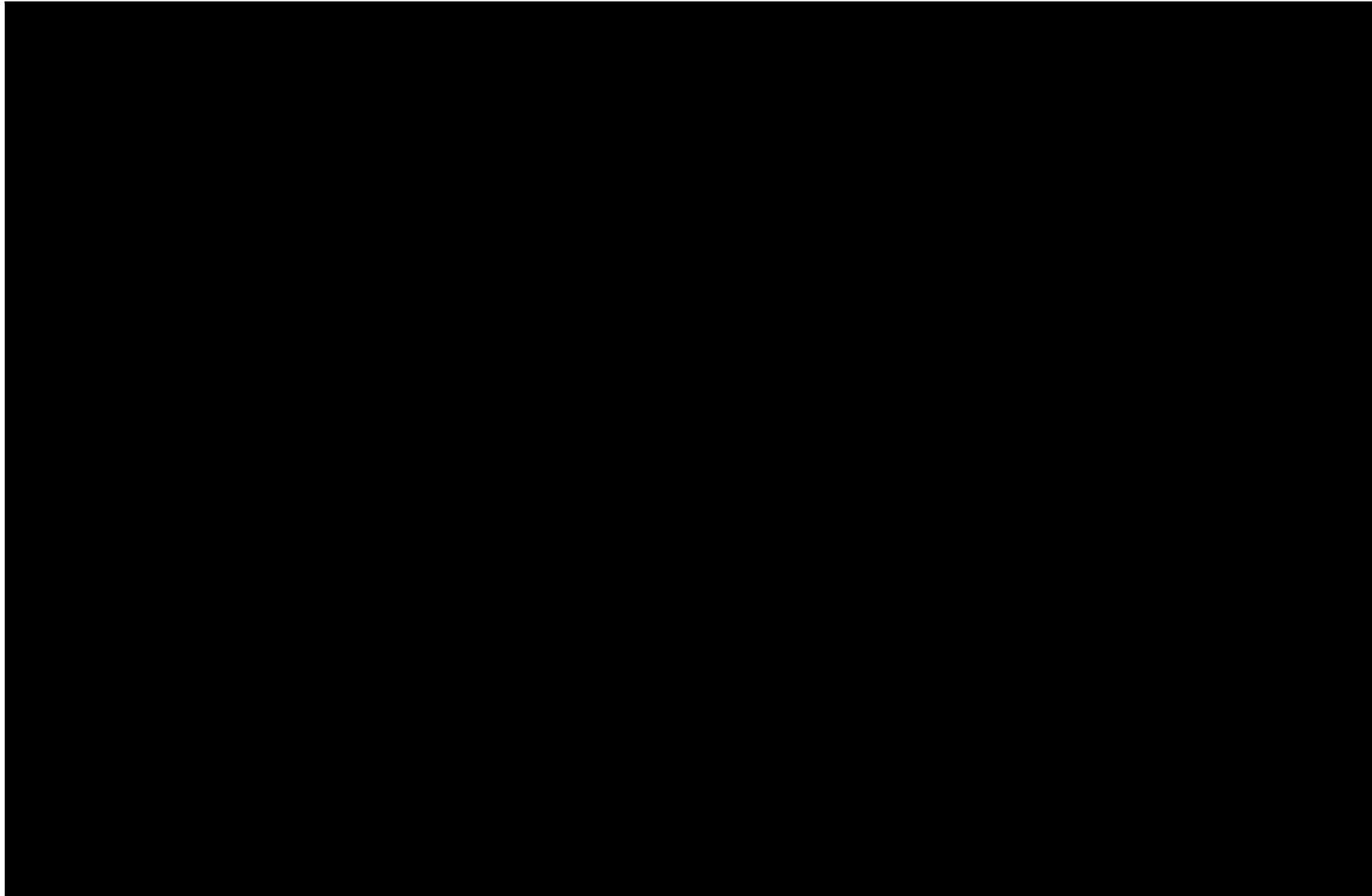


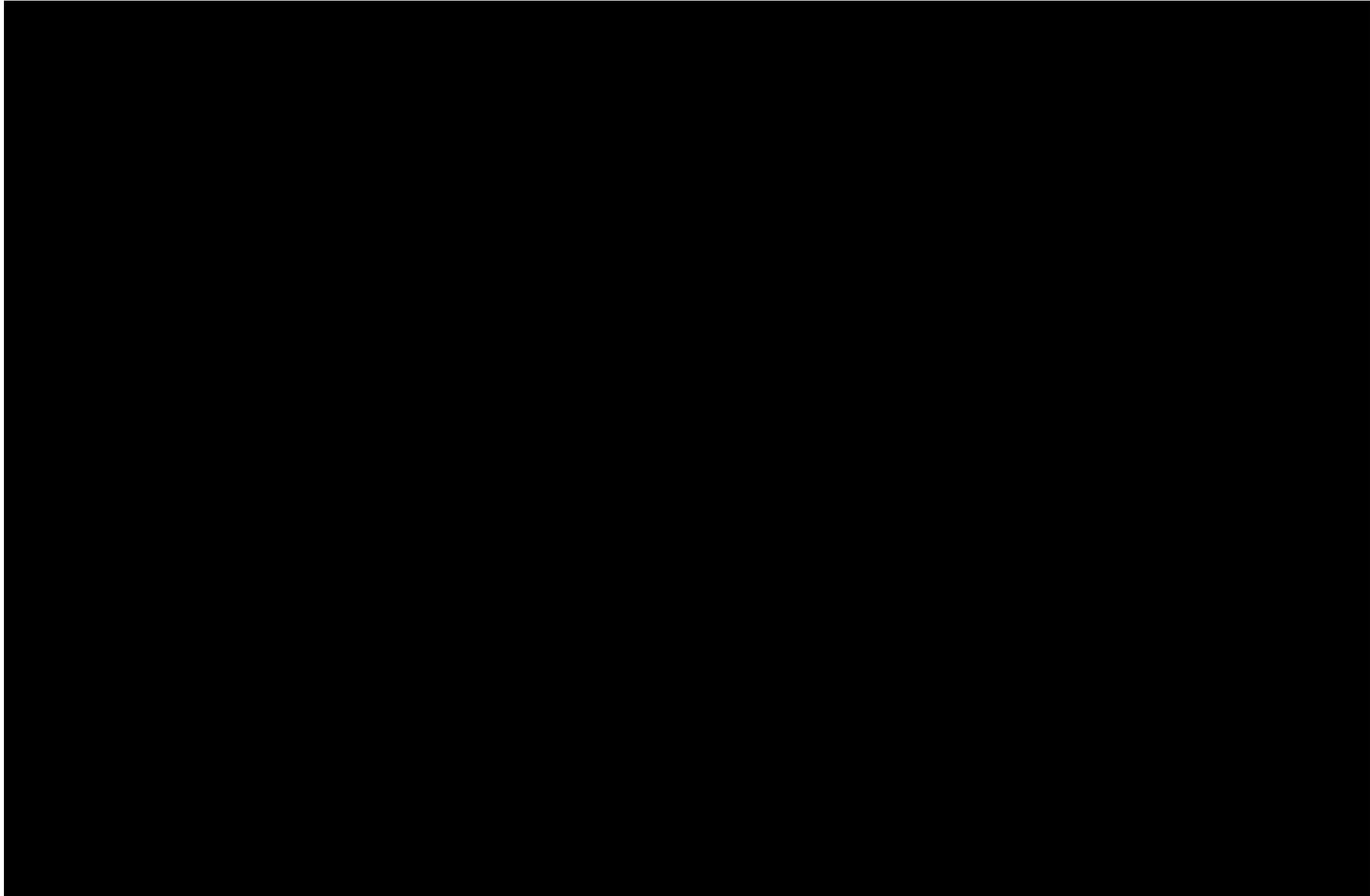
Founded in 2009 and headquartered in Indianapolis, Sondhi Solutions provides information technology

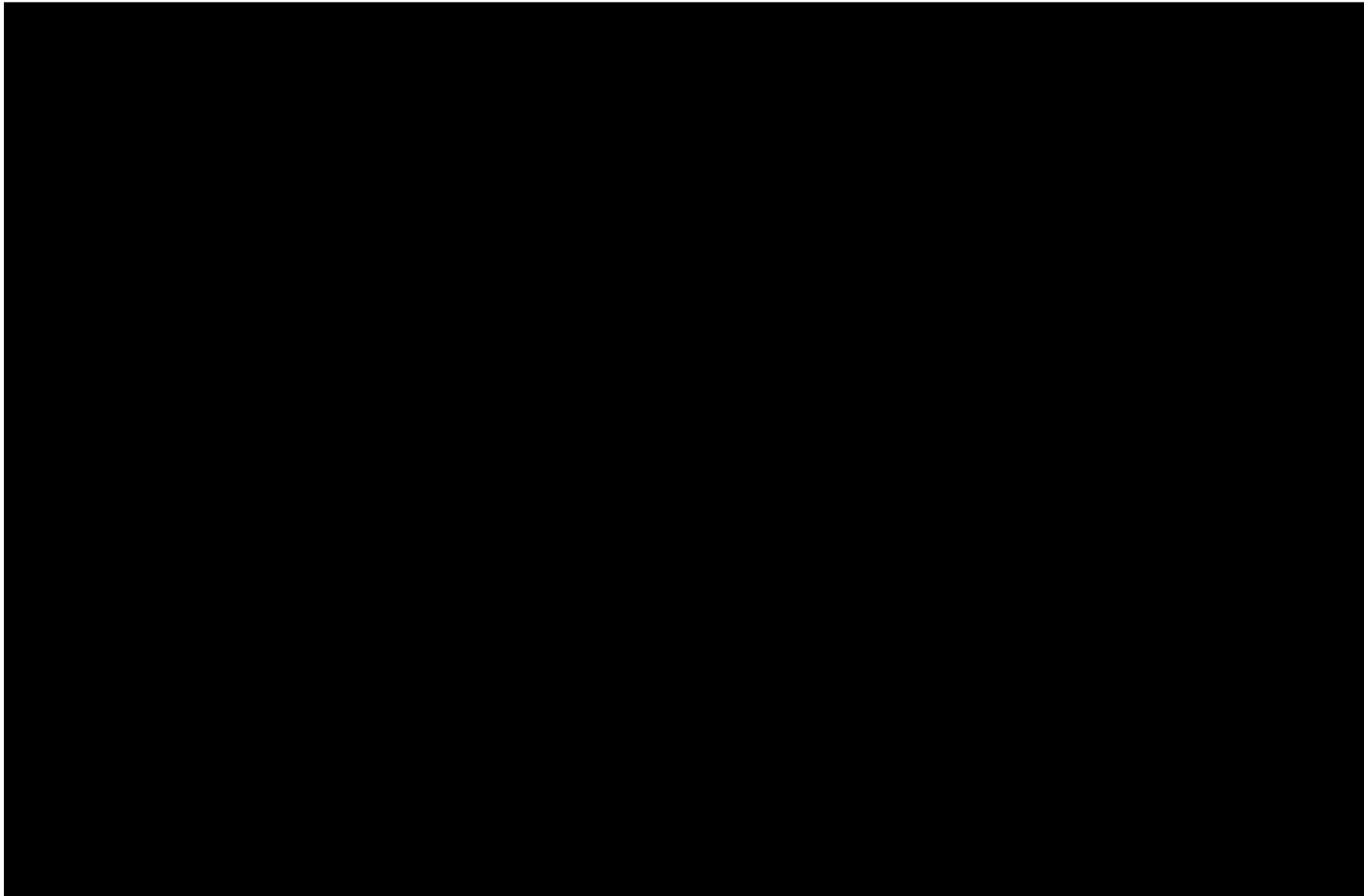
support and staffing to over 70 clients across the Midwest and Southwest. Sondhi Solutions is listed in the Indiana Department of Administration Directory of Certified Firms as a Minority Business Enterprise (MBE). Sondhi Solutions' IDOA Bidder ID Number is 0000024029. As an Indiana MBE subcontractor certified to provide information technology consultation services, they will be providing consulting services to support development services and security services for the HCM-Payroll Modernization Project.

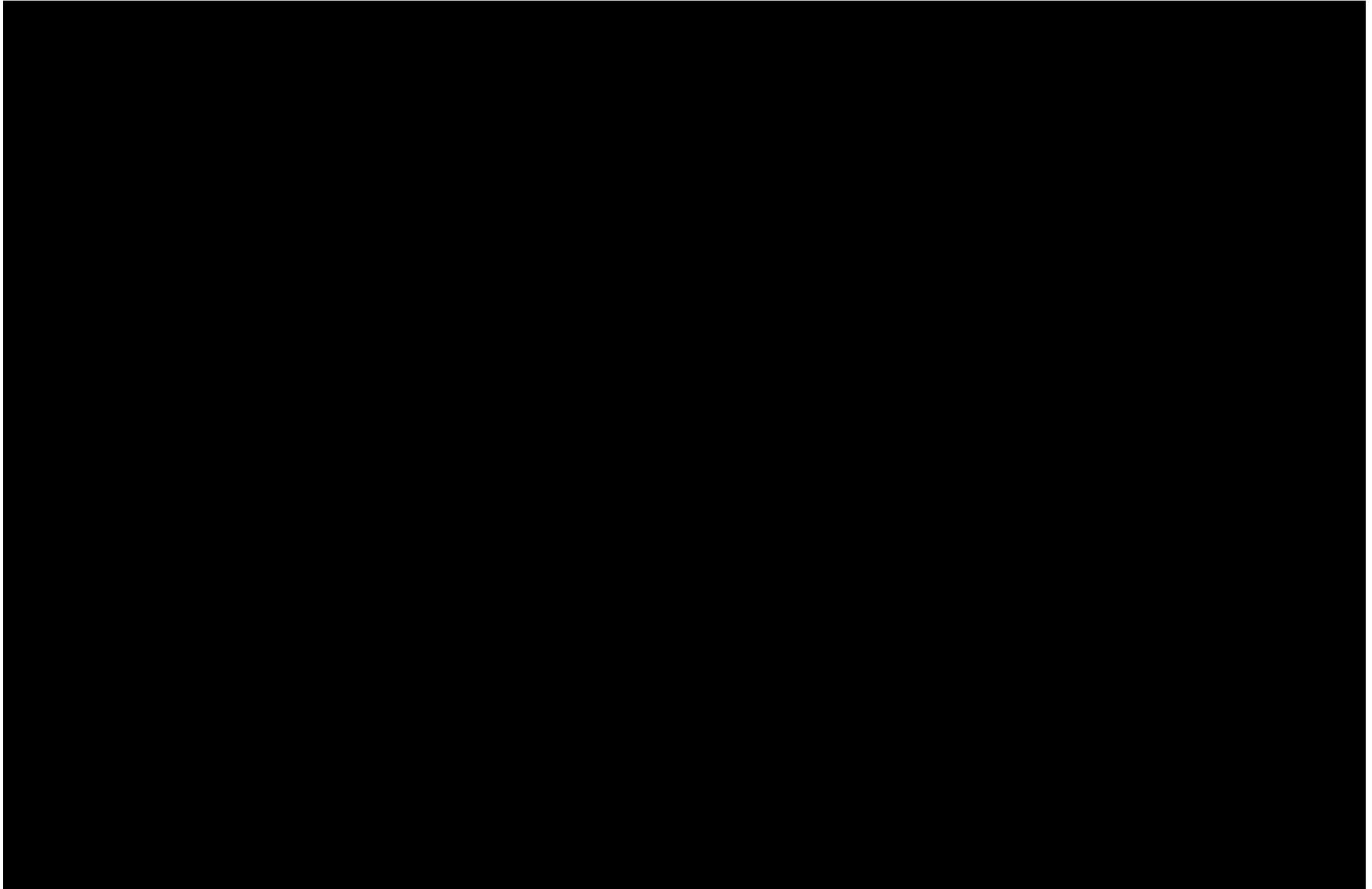
Per the requirements of the RFP, we provide a copy of the executed subcontract (teaming agreement) between Accenture (prime contractor) and Sondhi Solutions (subcontractor).













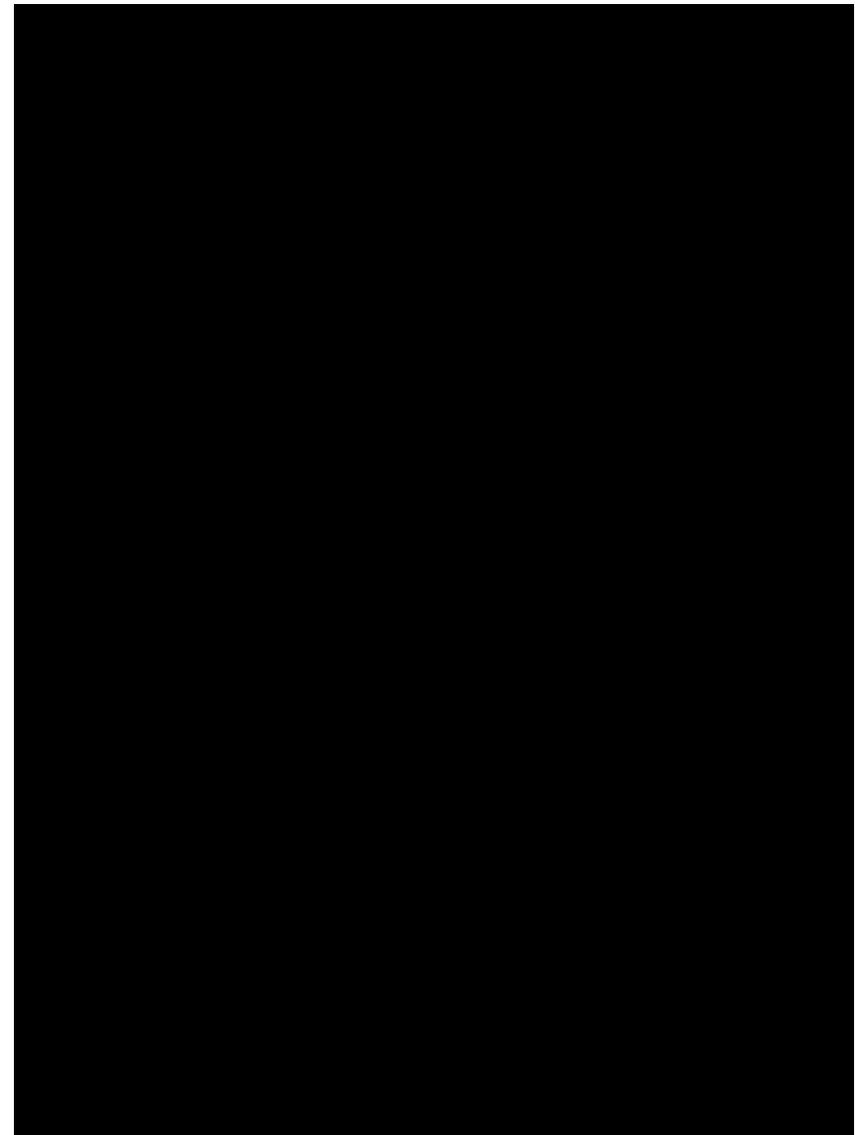
BCforward

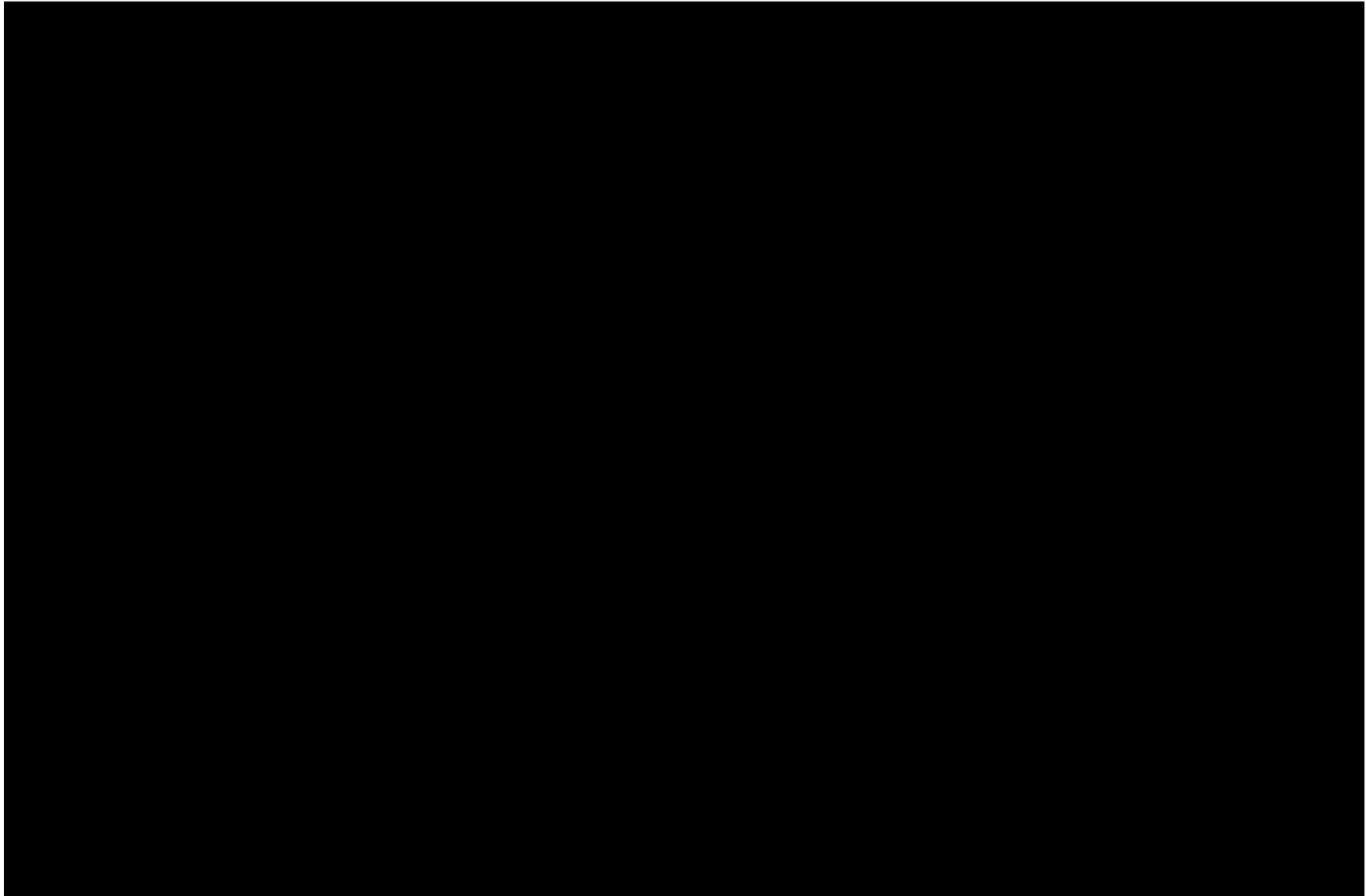


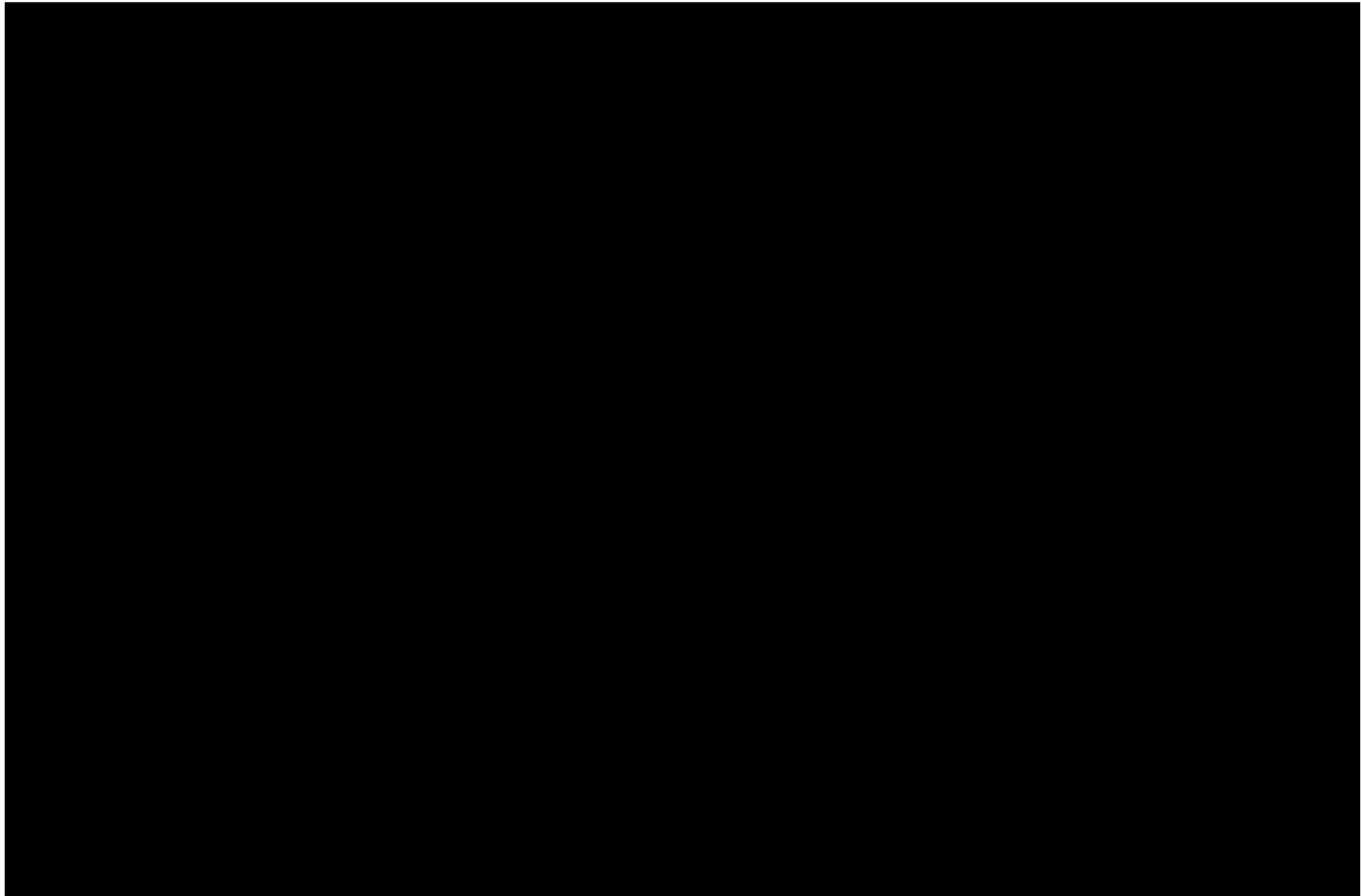
Bucher + Christian Consulting, Inc. (*BCforward*) is the largest PMO and IT staffing company headquartered in Indiana and

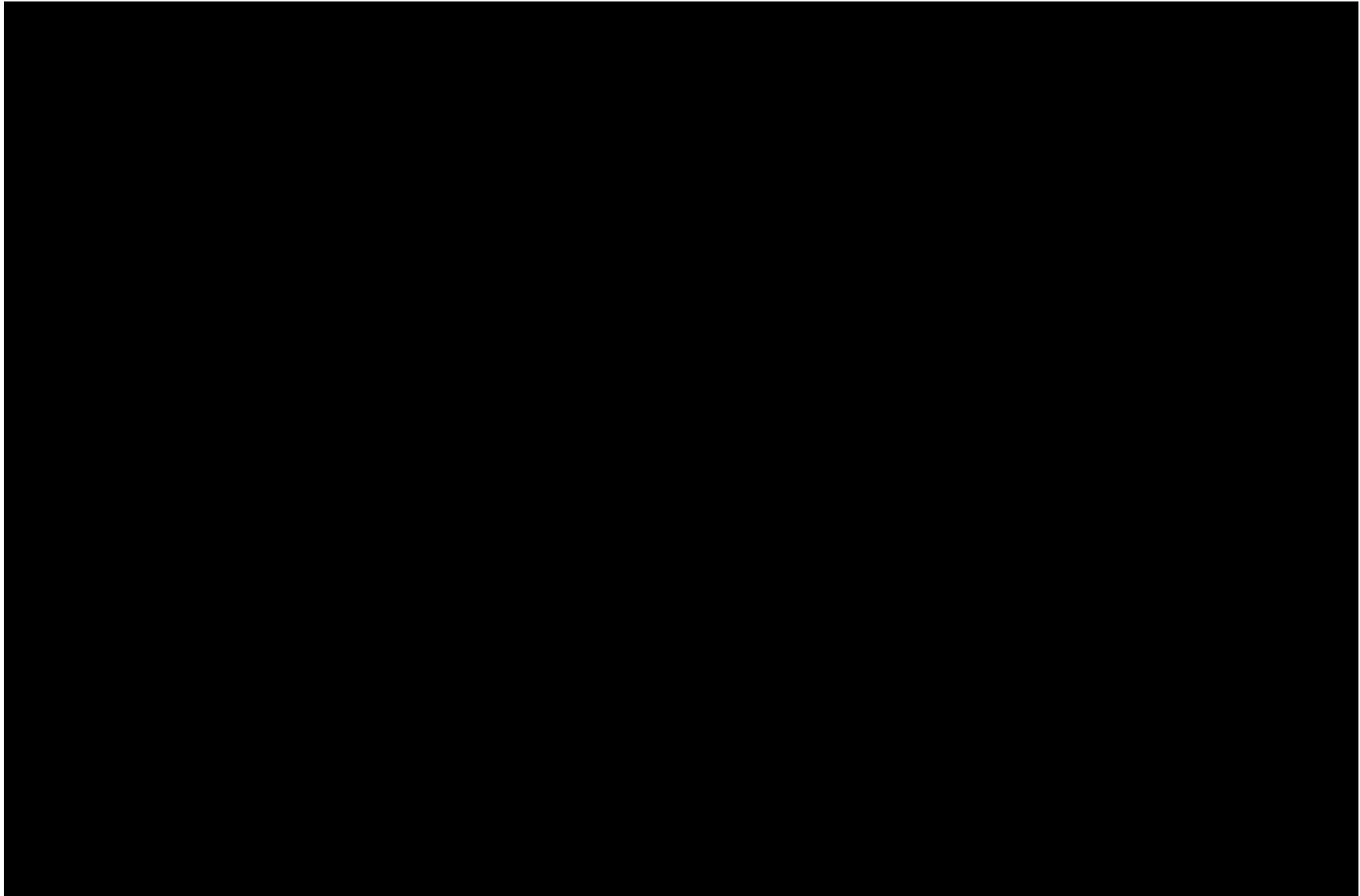
the largest Minority Business Enterprise (MBE) in Indiana, leveraging resources and processes to assist in the solution of business problems and staffing needs. Since our founding in 1998, *BCforward* has been engaged with ERP implementations, project management, and training and support services. *BCforward* is listed in the Indiana Department of Administration Directory of Certified Firms as a Minority Business Enterprise (MBE). *BCforward's* IDOA Bidder ID Number is 0000006310. As an Indiana MBE subcontractor certified to provide temporary personnel services, they will be providing consulting services to support development services for the HCM-Payroll Modernization Project.

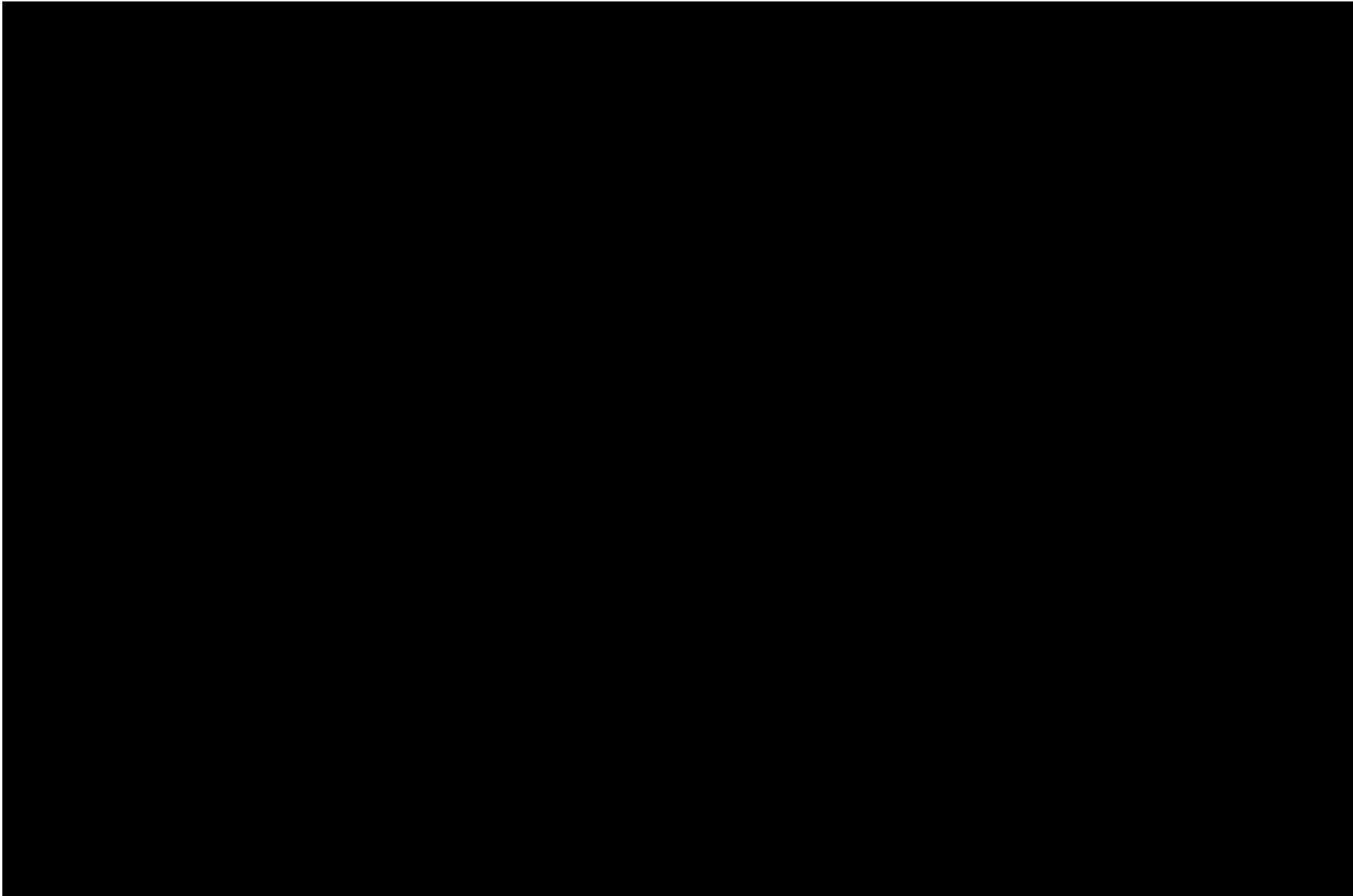
Per the requirements of the RFP, we provide a copy of the executed subcontract (teaming agreement) between Accenture (prime contractor) and *BCforward* (subcontractor).

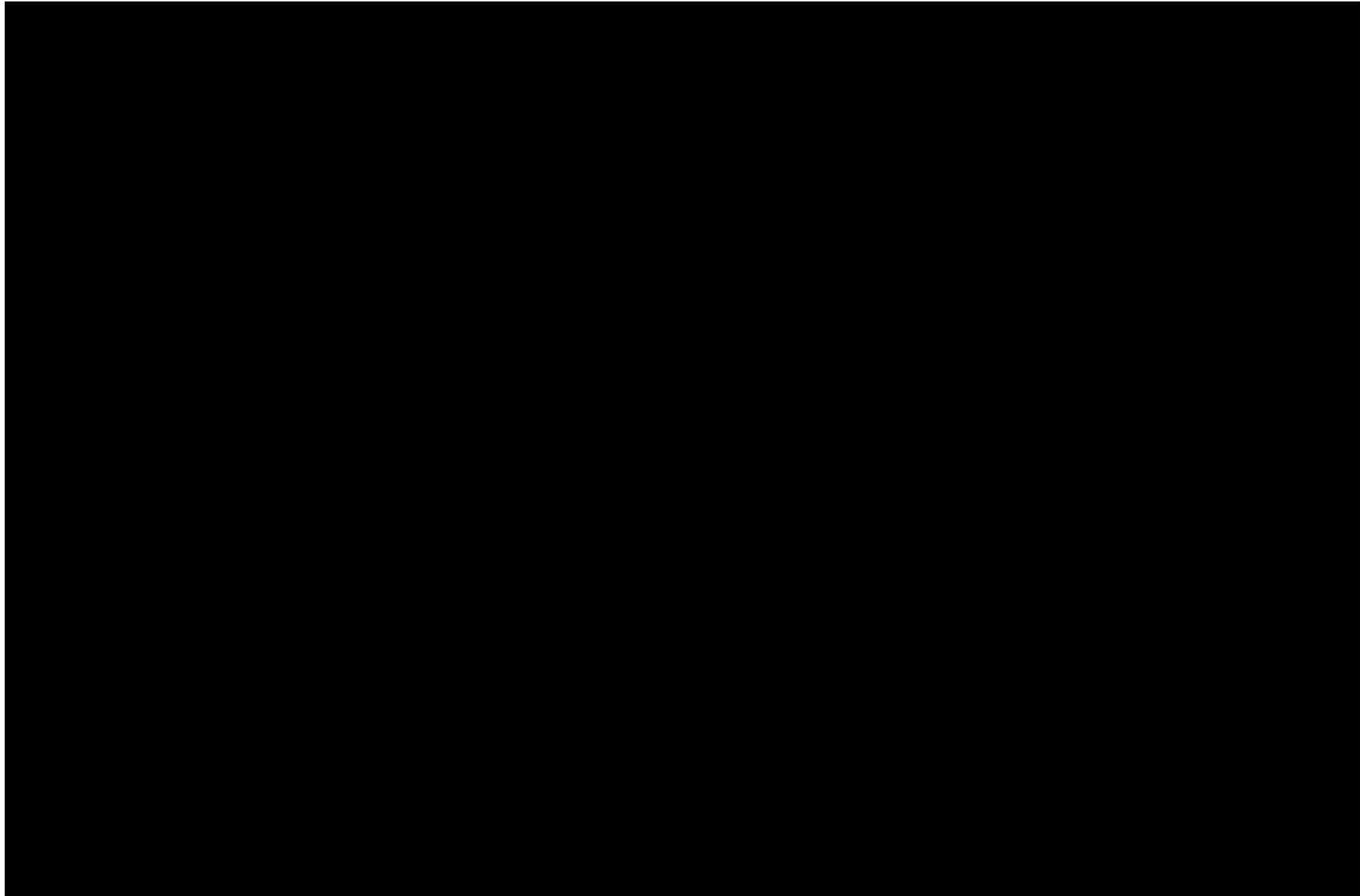












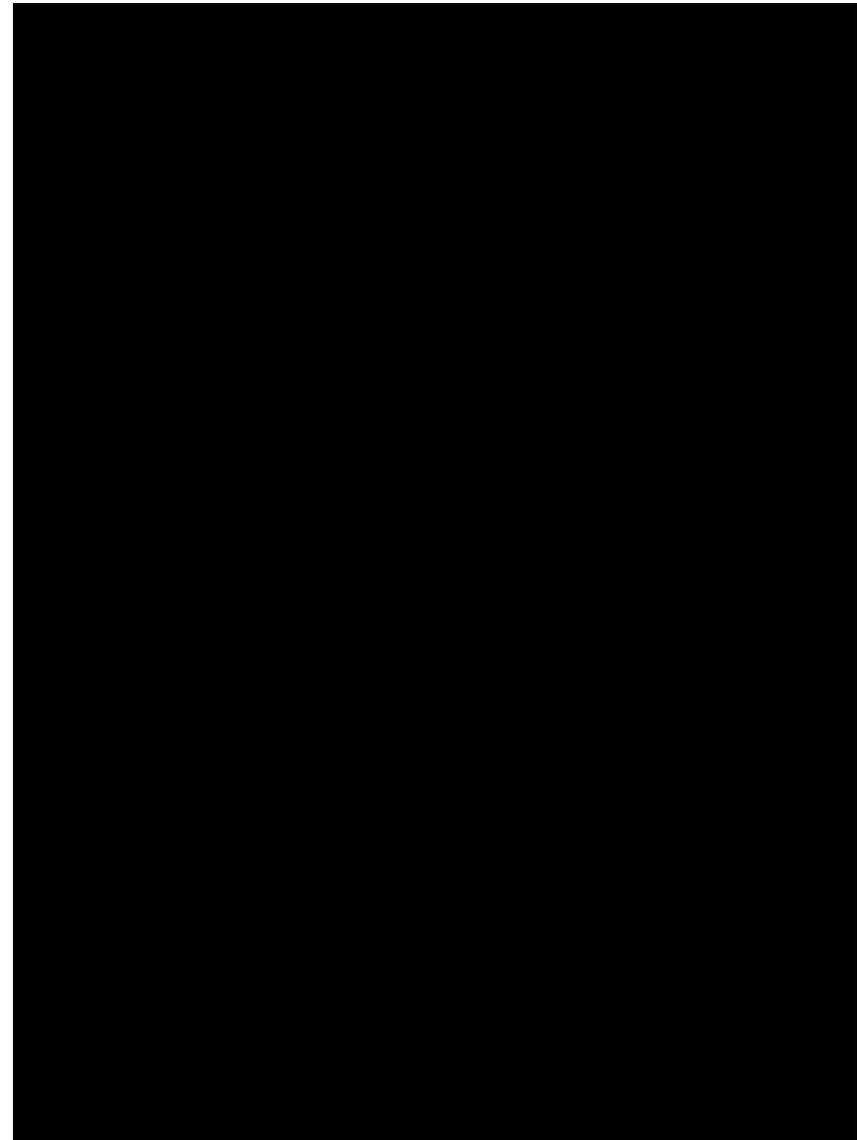
aFit Staffing

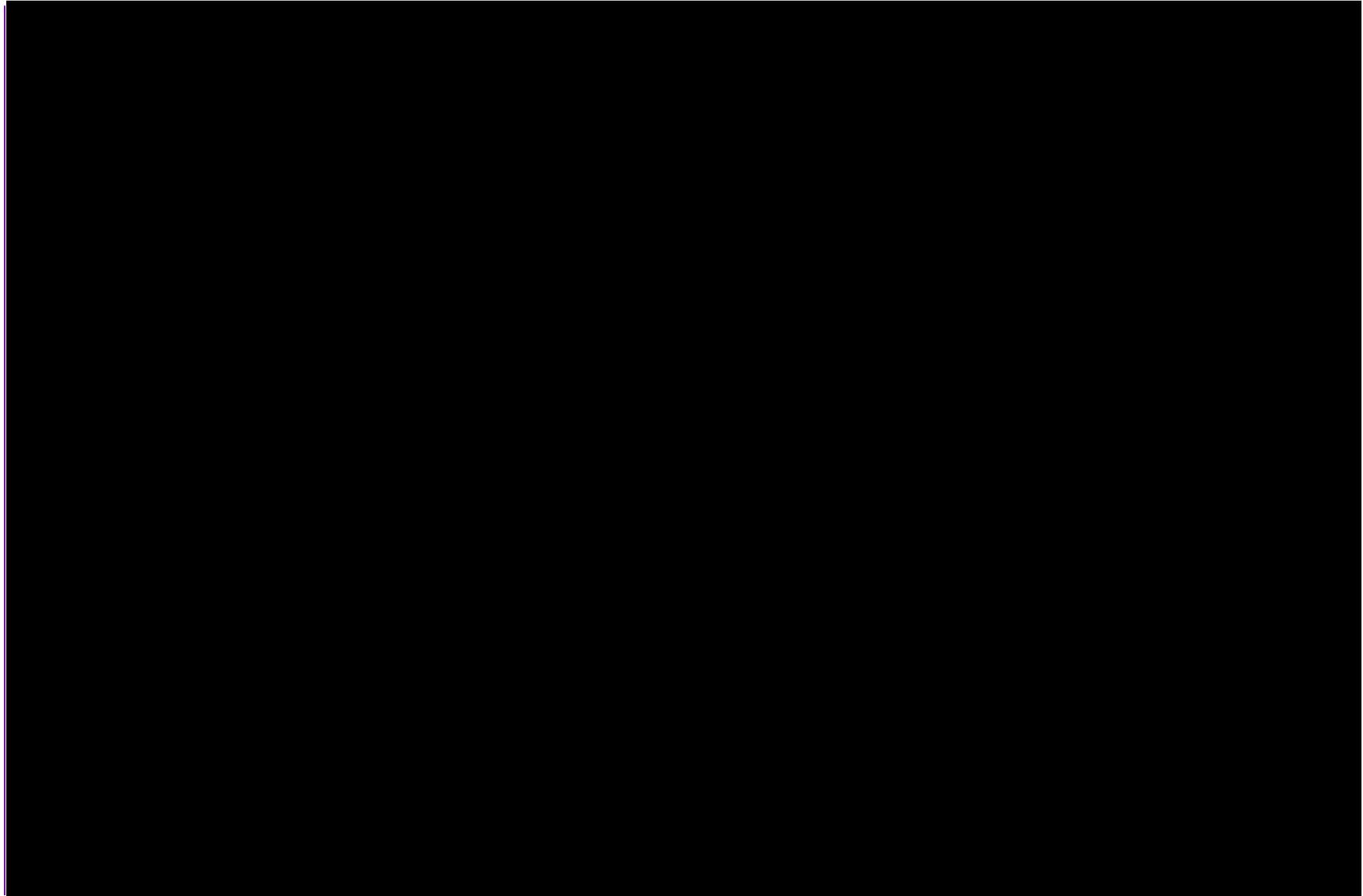


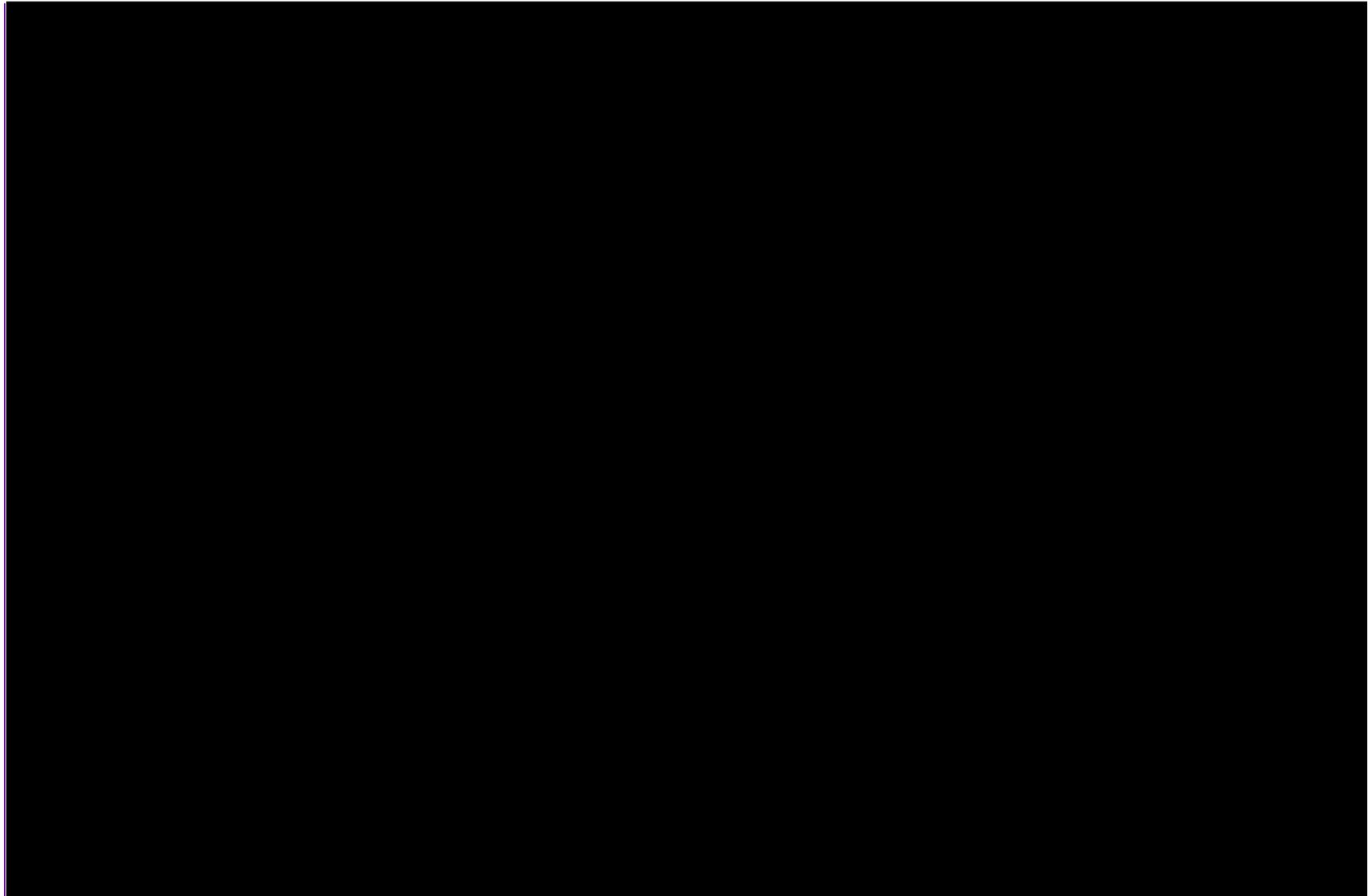
Started in 2014 in Indianapolis, aFit Staffing (aFit) is committed to being an ethical, responsive, and results-driven company providing information technology services. aFit

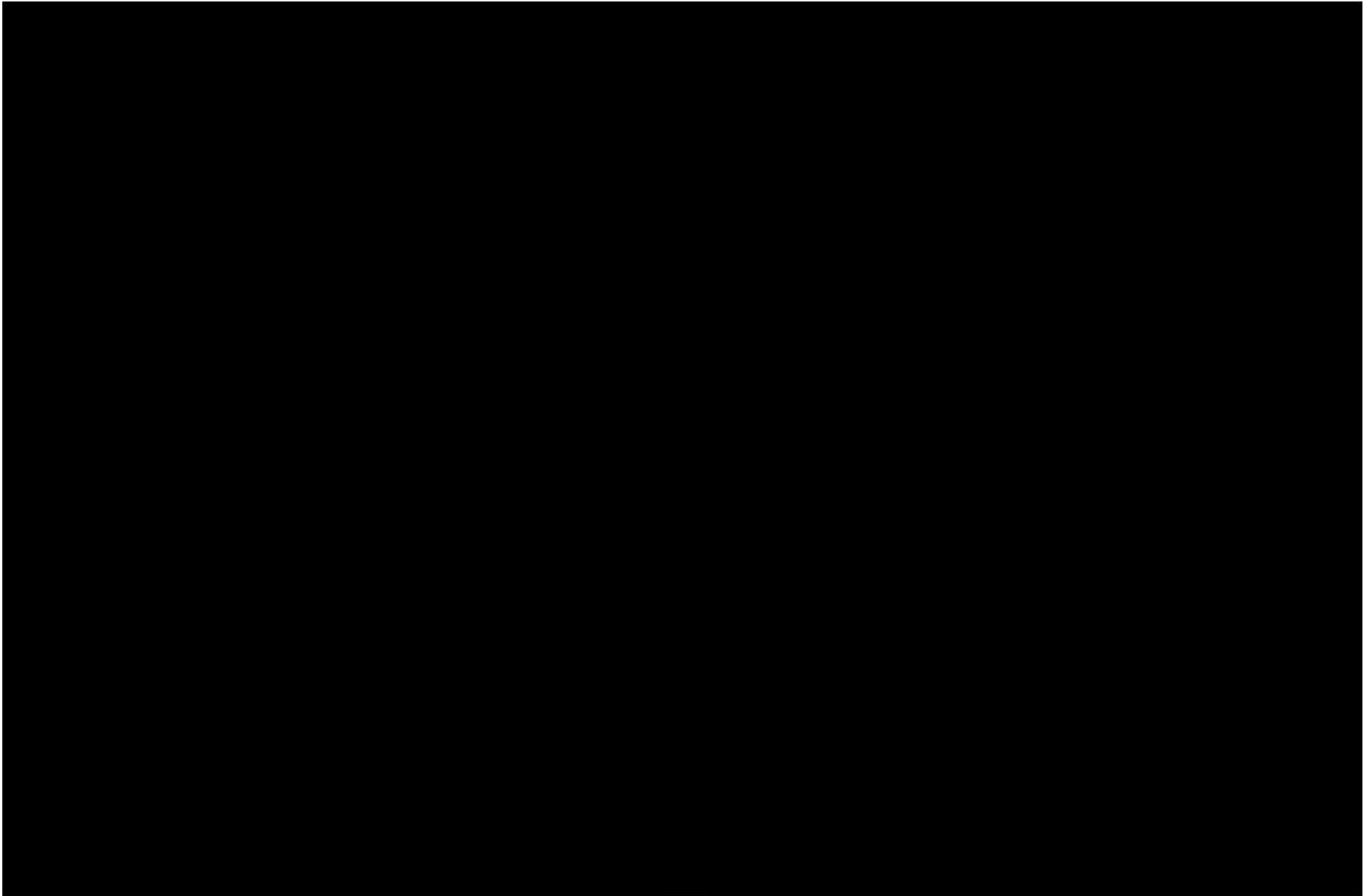
is listed in the Indiana Department of Administration Directory of Certified Firms as a Women's Business Enterprise (WBE). aFit's IDOA Bidder ID Number is 0000040063. As an Indiana WBE subcontractor certified to provide information technology consultation services, they will be providing consulting services to support functional Payroll/Absence Management/Project Costing consultants, development services, and training services for the HCM-Payroll Modernization Project.

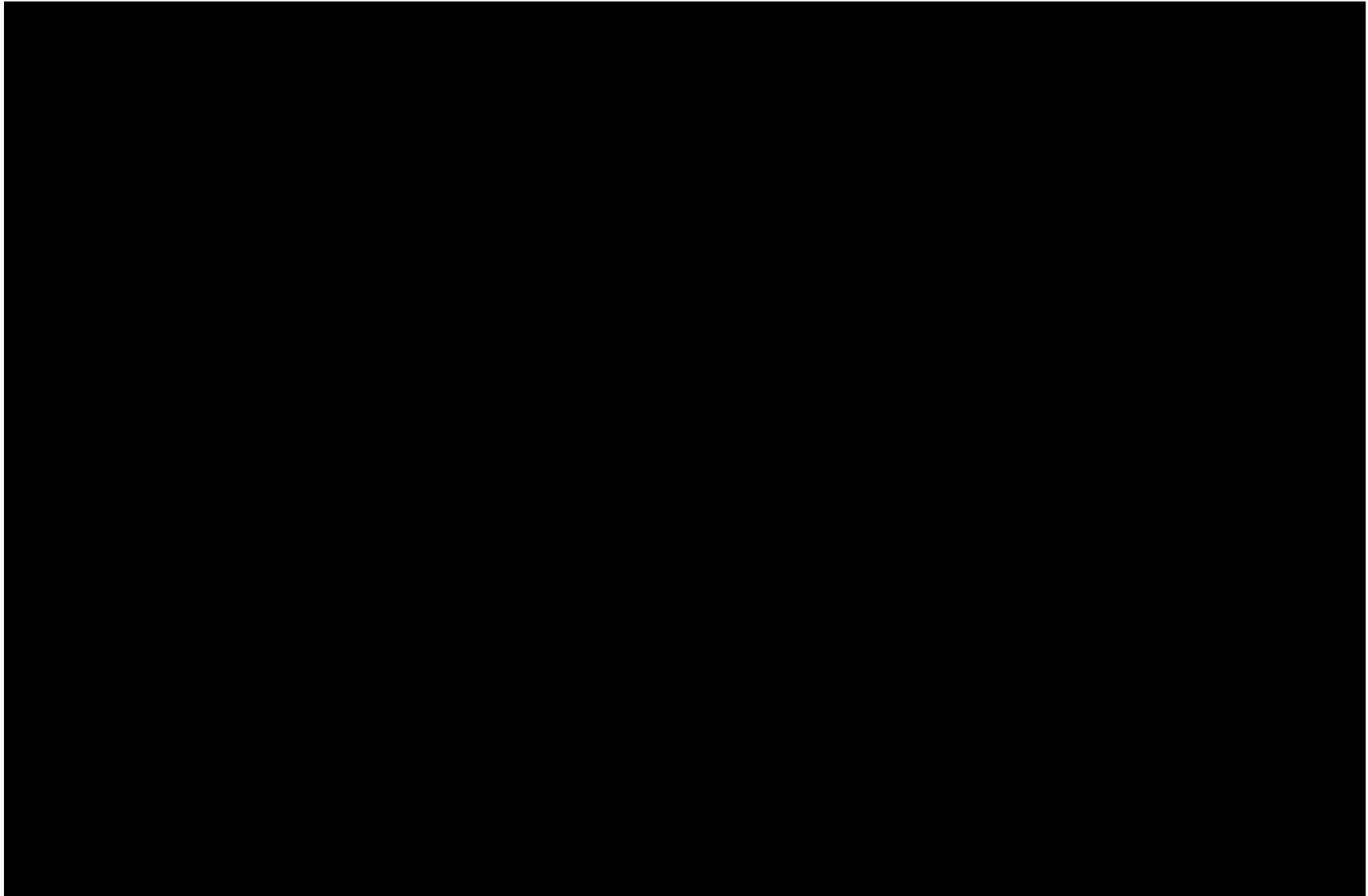
Per the requirements of the RFP, we provide a copy of the executed subcontract (teaming agreement) between Accenture (prime contractor) and aFit (subcontractor).

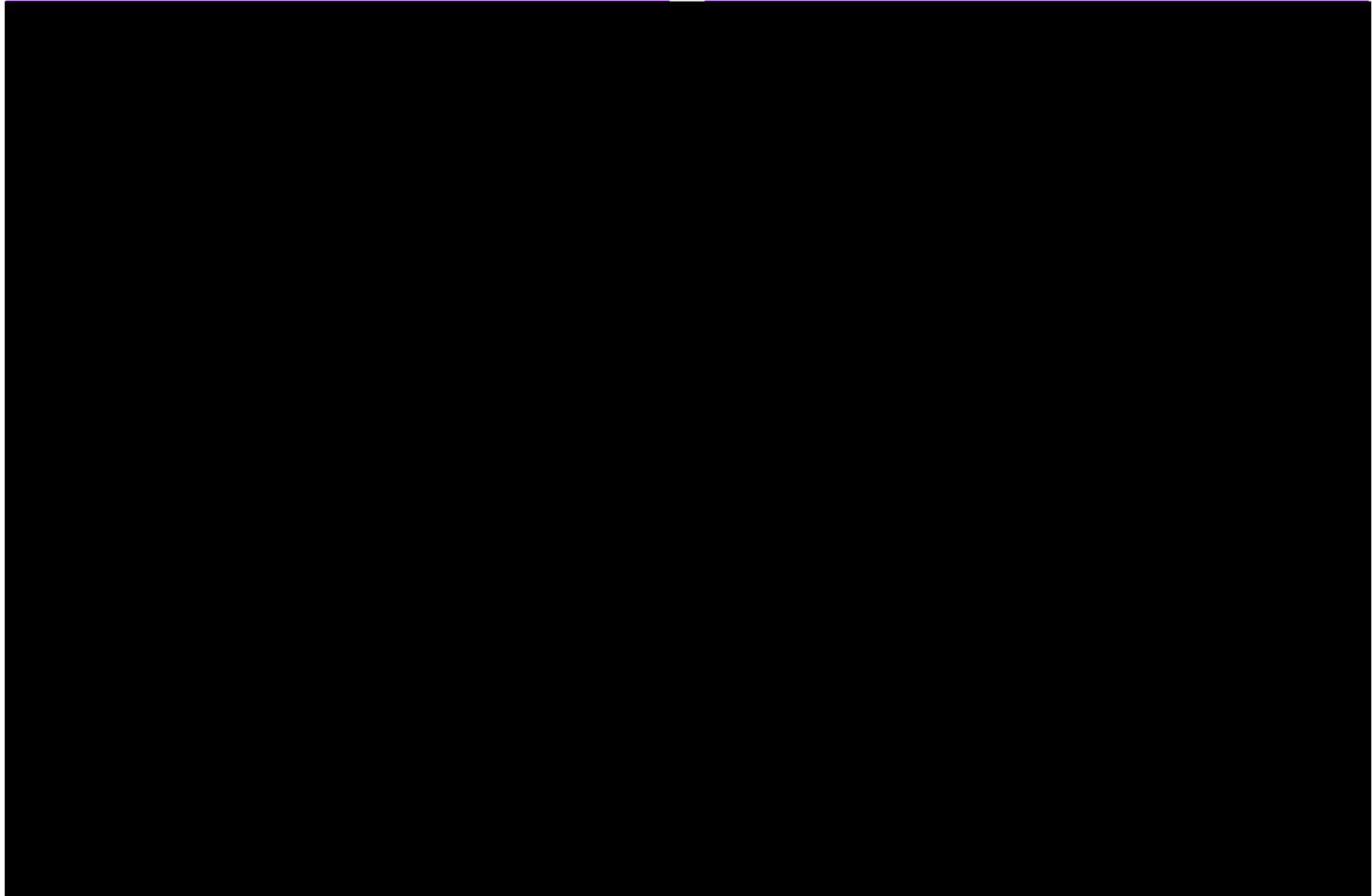












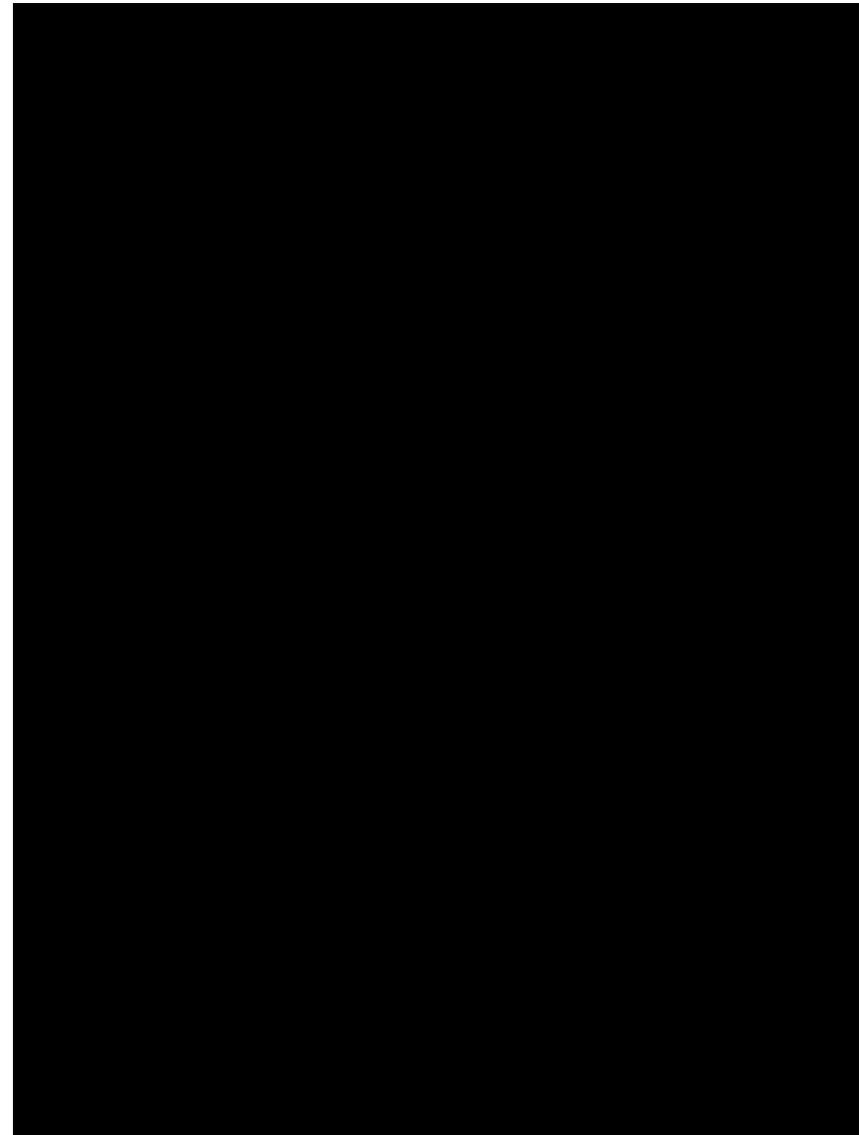
Esorce Resources

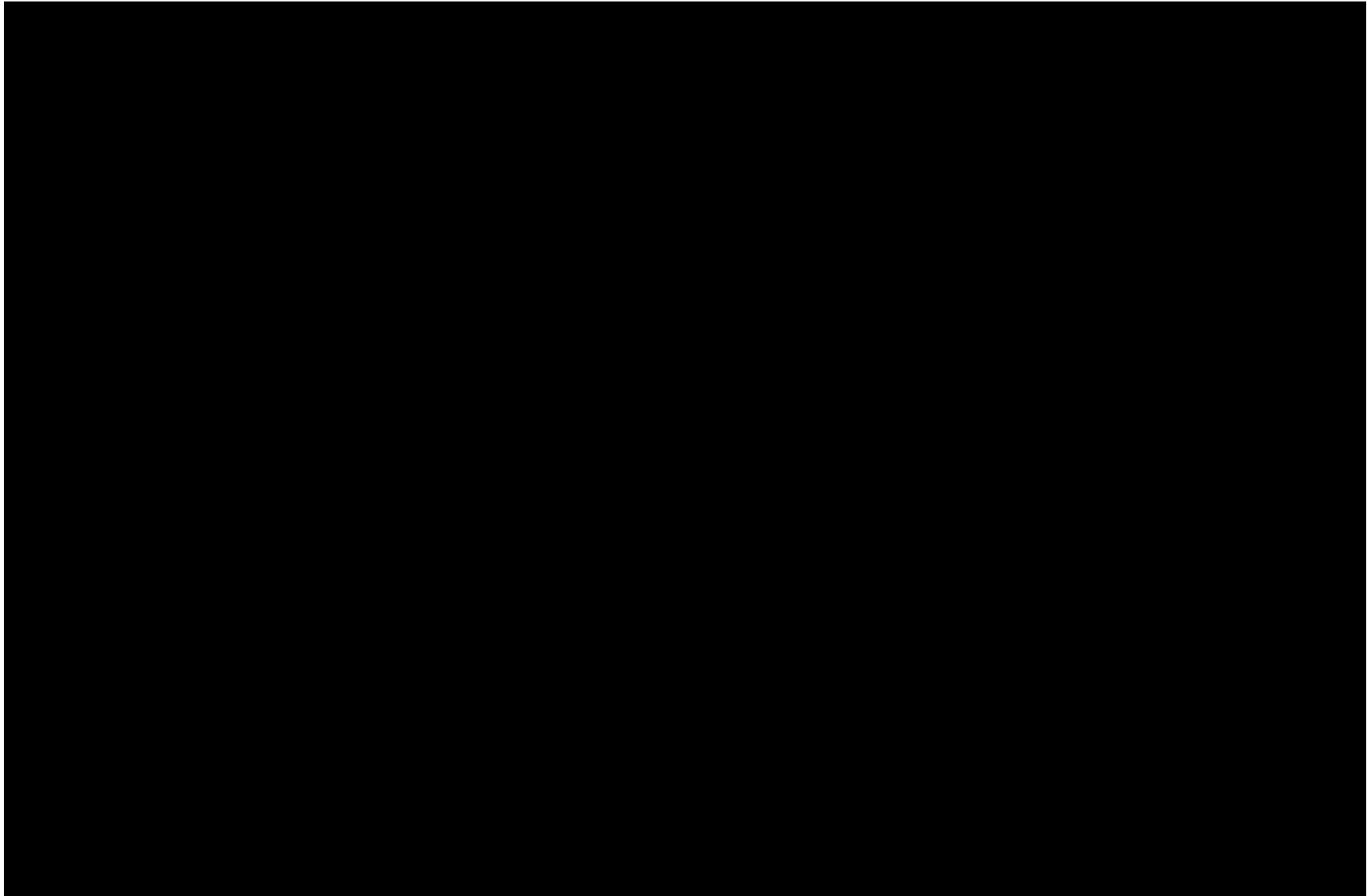


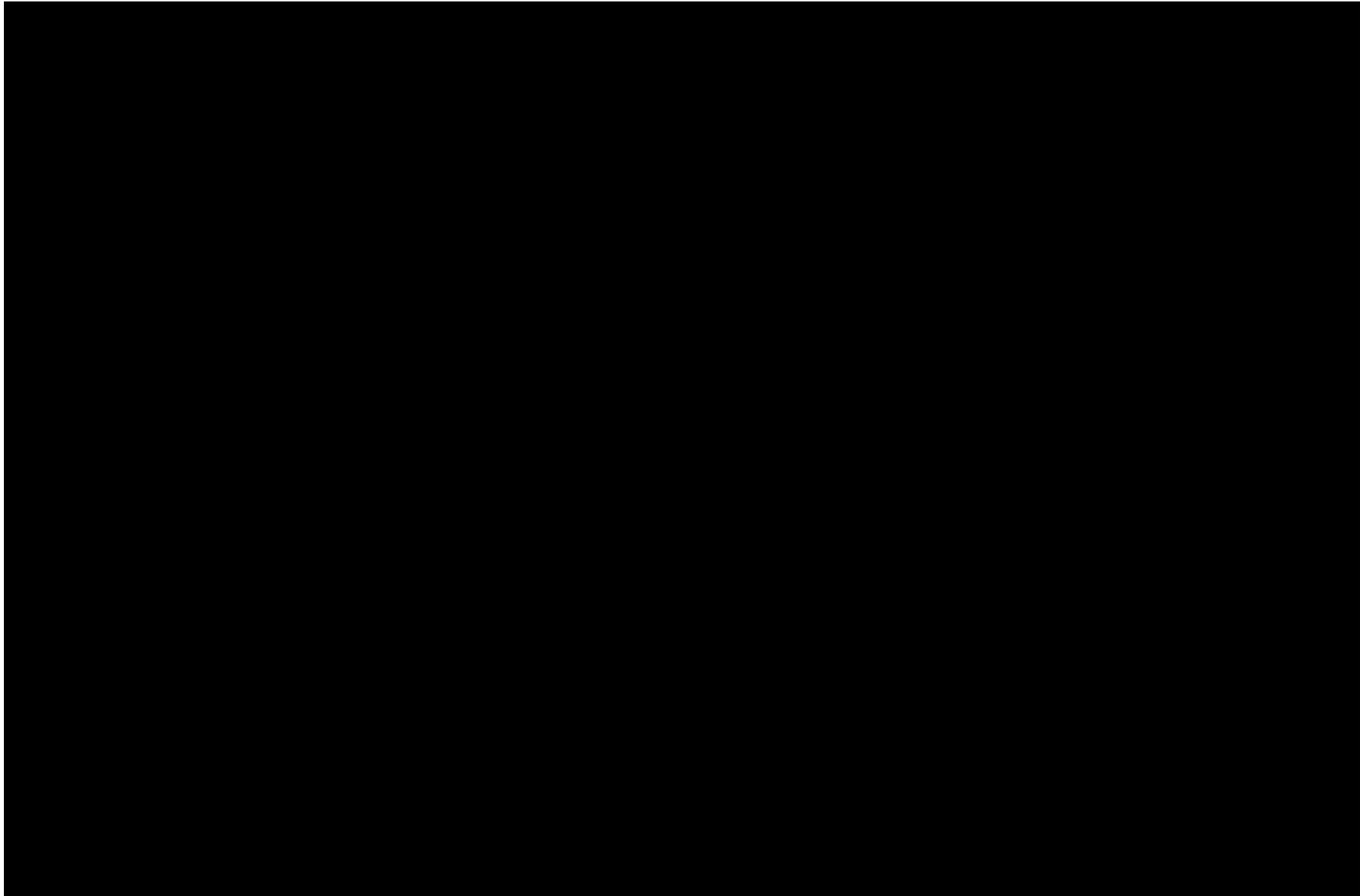
Esorce Resources is a multi-discipline consulting firm specializing in IT staffing, placement, computer and software consulting, cloud

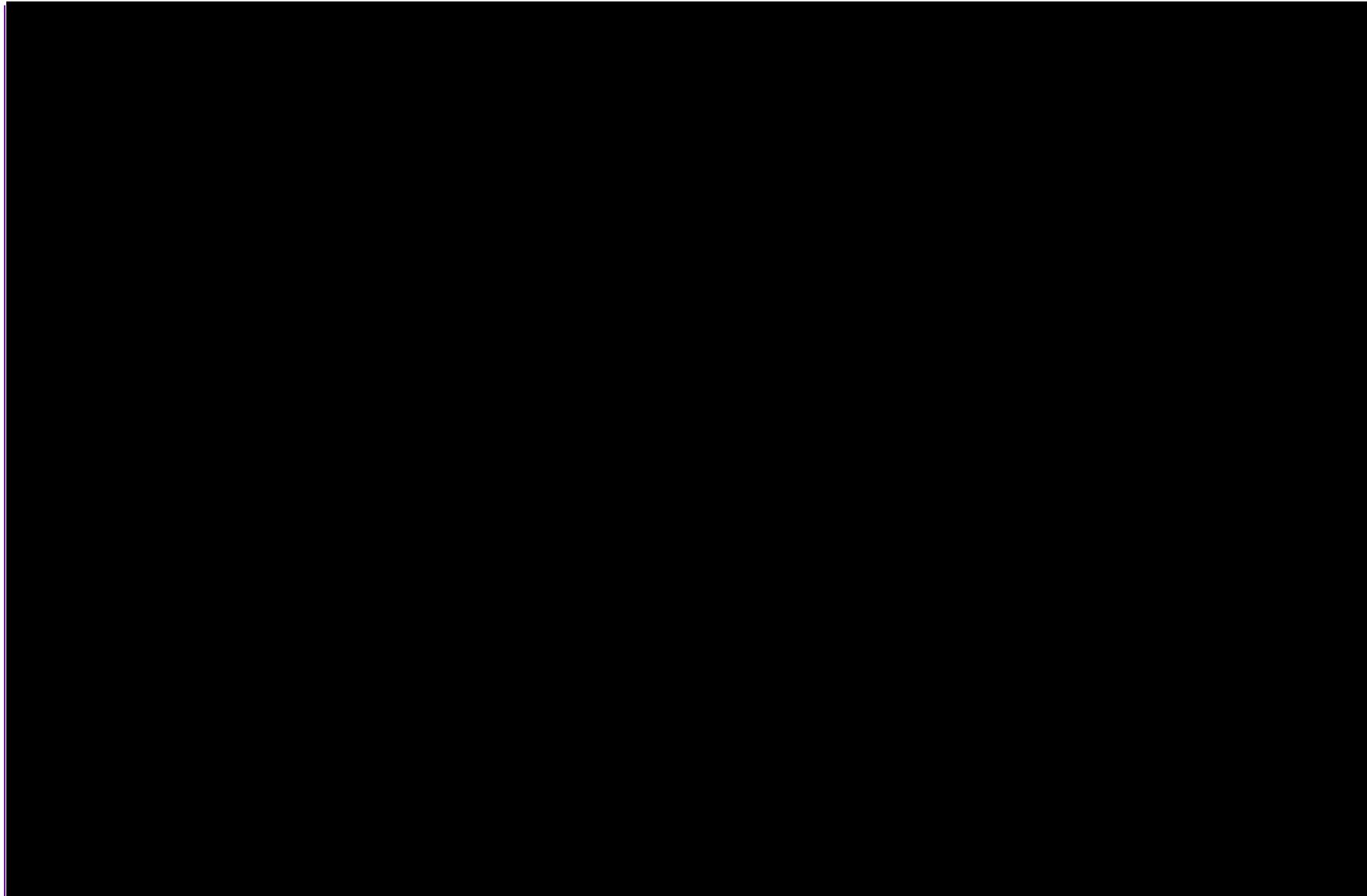
storage, systems integrations, web and graphic design resources, and software licensing. Esorce Resources is listed in the Indiana Department of Administration Directory of Certified Firms as an Indiana Veteran Business Enterprise (IVBE). Esorce Resources' IDOA Bidder ID Number is 0000007934. As an Indiana Veteran Owned Small Business (IVOSB) subcontractor certified to provide information technology consultation services, they will be providing consulting services to support development services and organizational change management and training services for the HCM-Payroll Modernization Project.

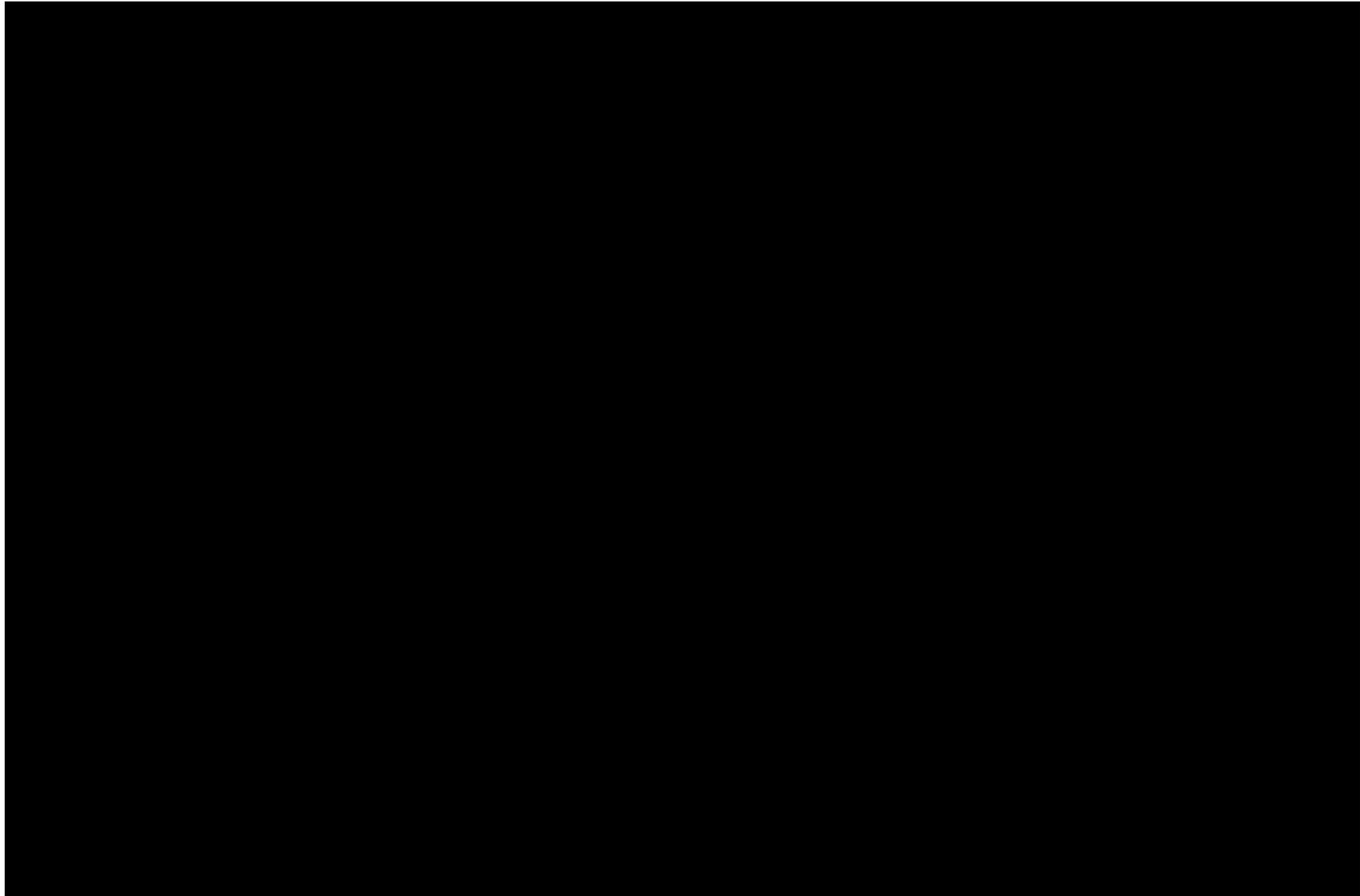
Per the requirements of the RFP, we provide a copy of the executed subcontract (teaming agreement) between Accenture (prime contractor) and Esorce Resources (subcontractor).

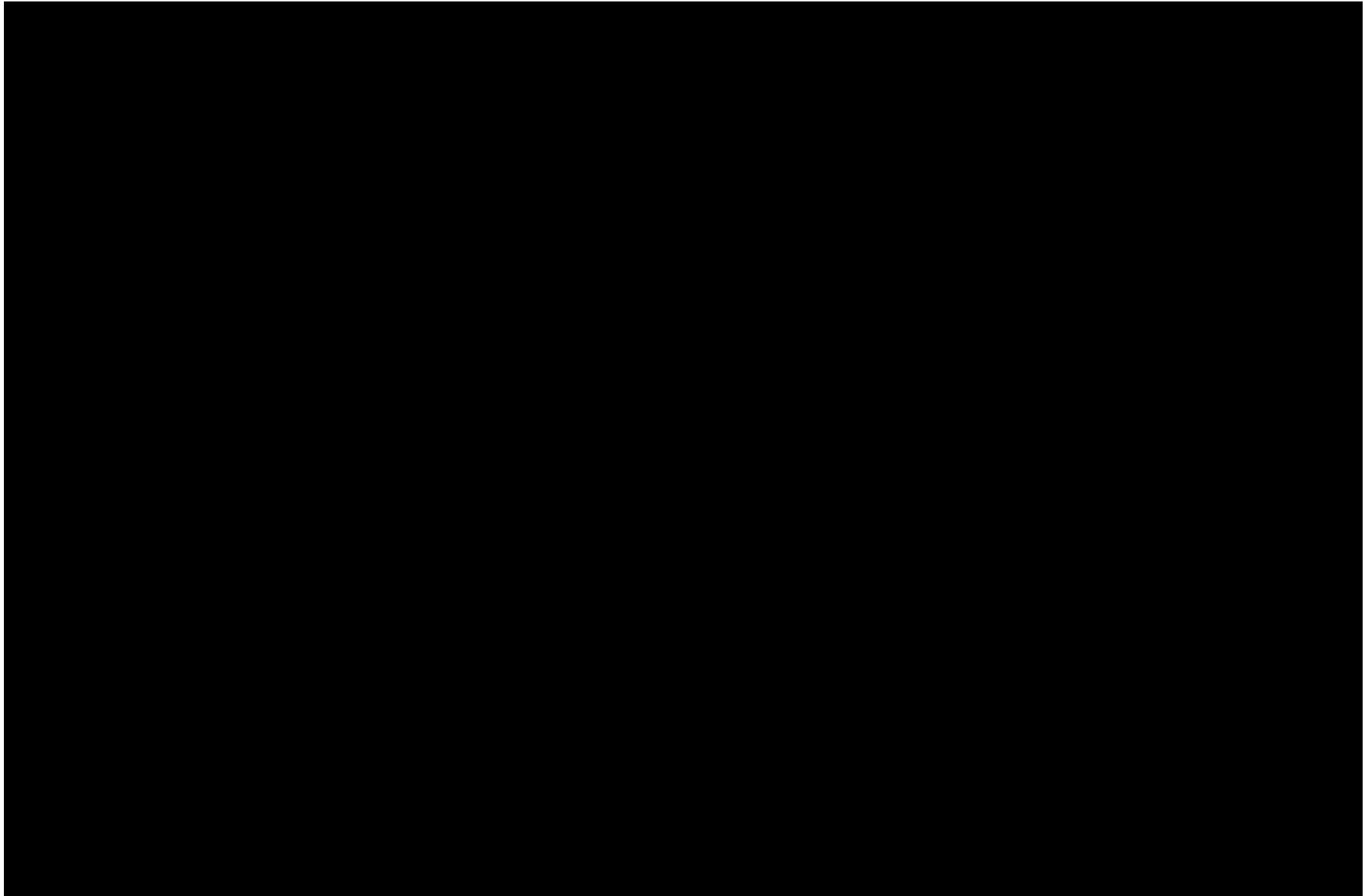












Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

General Requirements Instructions

The light blue shaded cells indicate information Vendors are expected to provide. The description cells should be limited to 300 words or less

Additional information can be provided beyond what is included in the worksheet descriptions or answers. The additional information must be referenced in the specific worksheet line item description. (e.g. "General

Rows and Columns should not be added without prior approval from IDOA.

Various requirements are worded differently for the sake of clarity. Regardless of the wording and unless otherwise specifying the requirement "Should....", each requirement should be interpreted to imply the "The System shall..." or "The Vendor shall" when determining response codes for "PeopleSoft HCM 9.2 Ability to

Vendors must add notes for any requirements that will require significant additional costs to satisfy.

Key Definitions

Shall: When used to describe a requirement, it denotes an important requirement that needs to be fulfilled by a

Should: When used to describe a requirement, it denotes a nonessential requirement that state desires to be fulfilled by a future state HR/Payroll SYSTEM.

Configuration: The ability to apply business logic through the use of native tools or screens and without the need for coding or code-like development. Configuration should be accomplished by functional resources without the

Customization: The modification or extension of software through coding or code-like development to meet the specific needs of the state. A customization must be fully supported by the Vendor as part of the solution.

Vendor: The primary implementer who will be responsible for their products and services as well as Vendor-

Vendor-Partner: A partner of the Vendor who will provide products or services and be managed and contracted

Third-Party: A partner of the Vendor who will provide products or services and be managed and contracted

Other definitions can be found in Attachment Q.

Vendor Response Codes - PeopleSoft HCM 9.2 Ability To Satisfy

F = Requirement will be fully satisfied through Configuration of currently licensed Solution functionality.

FN = Requirement will be fully satisfied through Configuration of unlicensed Solution functionality.

P = Requirement will be partially satisfied through Configuration of currently licensed Solution functionality.

PN = Requirement will be partially satisfied through Configuration of unlicensed Solution functionality.

X = Requirement will not be satisfied through Configuration of Solution functionality.

* Vendor explanation required for all Vendor Response Codes except "F"

Vendor Response Codes - Vendor Ability To Satisfy

F = Requirement will be fully satisfied by Vendor through Configuration of currently available Solution functionality.

FC = Requirement will be fully satisfied by Vendor Customization of Solution. The State has the goal of having as few Customizations as possible.

FTP = Requirement will be fully satisfied by Vendor implementation of Third-Party products or services. The State has the goal of having as few Third-Party products or services as possible.

FN = Requirement will be fully satisfied through Vendor Configuration of currently unavailable Solution functionality that will be available to meet the appropriate implementation timeline.

P = Requirement will be partially satisfied by Vendor through Configuration of currently available Solution functionality.

PCTP = Requirement will be partially satisfied by Vendor Customization of Solution or Vendor implementation of Third-Party products or services.

X = Requirement will not be satisfied by Vendor and is not included in the proposal.

* Vendor explanation required for all Vendor Response Codes except "F"

Brief Technical Proposal Worksheet Descriptions
Recommended Infrastructure - Please list the recommended infrastructure footprint components that are recommended for the State and will enable the State to achieve the SLAs in the Service Level Requirements
General Requirements - A list of general requirements including, but not limited to, configuration, workflow, Integration, user interfaces, batch processing and archiving.
Security Requirements - A list of System Security including, but not limited to, applications, enterprise and
Service Level Requirements - A list of Service Level Requirements including, but not limited to general service levels, response time service levels and capacity service levels.
Reporting and Query Requirements - A list of general reporting and query requirements.
Interface Requirements - A list of the general interface requirements.
Conversion Requirements - A list of data conversion requirements to ensure successful conversion of historical data including those for data cleansing, testing, implementation and archiving.
Development Requirements - A list of general development requirements for key development tools/strategies.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

Item **Infrastructure Component Description**

INFRA-001 Accenture assumes that AOS/IOT/GMIS will procure, provision and maintain the following infrastructure in its data centers per approved project plan.

The following infrastructure capacity is a hardware vendor neutral plan and it can be deployed on State's preferred hardware vendor platforms such as HP, Dell, or Oracle. We recognize that IOT has standardized its microprocessor technology on Intel. Thus, we developed this plan using latest Intel processor specifications.

INFRA-002 Alternatively, we support the same solution deployment on popular cloud platforms. For example, Oracle Cloud Infrastructure, which also offers Exadata engineered systems as a service, would meet State's scalability, performance objectives, and budgetary goals.

Accenture Proposed Infrastructure Capacity for the HCM 9.2 Upgrade and Payroll Modernization																		
Instance	Purpose	Server Type	Virtual/Physical	# of Servers	Per Server							External Storage Type	Empl. Data (Subset/Full?)	DB Storage	Total			Clustered/Oracle RAC for HA?
					Cores	RAM	OS Storage GB	Swap GB	App Storage GB	Cores	RAM				DBs			
HCMDEV92, HCMUPG92, HCMST92 & HCMCFG92	Development, Upgrade92, System Test and Gold Configuration	Application Server 1	Virtual	1	8	64	40	16	40	NAS/Object	Subset		8	64		No RAC		
		Weblogic Server 1	Virtual	1	8	64	40	16	40	NAS/Object		8	64					
		Process Scheduler & BIP 1	Virtual	1	8	64	40	16	100	NAS/Object		8	64					
		Database Server 1	Physical	1	8	64	40	16	100	SAN/Block		1100	8	64	4			
HCMINT92 & HCMCNV92	Integration Test, Conversion	Application Server 2	Virtual	1	8	64	40	16	40	NAS/Object	Full		8	64		No RAC		
		Weblogic Server 2	Virtual	1	8	64	40	16	40	NAS/Object		8	64					
		Process Scheduler & BIP 2	Virtual	1	8	64	40	16	600	NAS/Object		8	64					
		Public Web/RPS 2	Virtual	1	8	64	40	16	40	NAS/Object		8	64					
HCMTRN92 & HCMUAT92	Training, User Acceptance Test, Payroll Reconciliation	Database Server 2	Physical	1	12	128	40	16	100	SAN/Block		2048	12	128	2	No RAC		
		Application Server 3	Virtual	1	8	64	40	16	40	NAS/Object	Subset		8	64				
		Weblogic Server 3	Virtual	1	8	64	40	16	40	NAS/Object		8	64					
		Process Scheduler & BIP 3	Virtual	1	8	64	40	16	100	NAS/Object		8	64					
HCMSTG92 & HCM92DR	Staging Environment for Performance Test or Pre-Production and Disaster Recovery Environment	Public Web/RPS 3	Virtual	1	8	64	40	16	40	NAS/Object		FULL		8	64		RAC, Clustered for High Availability	
		Database Server 3	Physical	1	8	64	40	16	100	SAN/Block	500		8	64	2			
		Application Servers 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object			16	128				
		Weblogic Servers 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object			16	128				
		Process Schedulers & BIP 4 & 5	Virtual	2	8	64	40	32	100	NAS/Object			16	128				
		Elastic Search Servers 1 & 2	Virtual	2	4	32	40	32	40	NAS/Object			8	64				
Production	Production	Public Web/RPS 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object	FULL		16	128		RAC, Clustered for High Availability		
		DB Servers 4, 5 & 6	Physical	3	8	64	40	32	100	SAN/Block		2048	24	192	2			
		App Servers 6 & 7	Virtual	2	8	64	40	32	80	NAS/Object			16	128				
		Weblogic Server 6 & 7	Virtual	2	8	64	40	32	80	NAS/Object			16	128				
		Process Schedulers & BIP 6 & 7	Virtual	2	8	64	40	32	600	NAS/Object			16	128				
		Elastic Search Servers 3 & 4	Virtual	2	8	64	40	32	40	NAS/Object			16	128				
Utility Server	Launch App Designer, SQL Developer	Public Web/RPS - RPS 6 & 7	Virtual	2	8	64	40	32	40	NAS/Object	FULL		16	128		RAC, Clustered for High Availability		
		DB Servers 7,8 & 9	Physical	3	8	64	40	32	500	SAN/Block		2048	24	192	1			
Windows Tools	Windows Misc Tools Server	Windows Server 2016/2019	Virtual	2	8	64	40		500				8	64				

INFRA-003

INFRA-004

Accenture will review and validate the following infrastructure Capacity assumptions during planning phase with the State IT leadership:

INFRA-005
INFRA-006
INFRA-007
INFRA-008
INFRA-009
INFRA-010
INFRA-011
INFRA-012
INFRA-013
INFRA-014
INFRA-015
INFRA-016
INFRA-017
INFRA-018
INFRA-019
INFRA-020
INFRA-021
INFRA-022

INFRA-023
INFRA-024
INFRA-025
INFRA-026
INFRA-027
INFRA-028

1. Above implementation environments and associated hardware capacity is incremental to current State PeopleSoft HCM capacity and would not impact current HCM operations.
2. IoT/GMIS manages acquiring, provisioning, and maintaining above environments per proposed project schedule. No hardware or licenses are included in our pricing
3. State's common infrastructure, technology software would be leveraged for HCM 9.2 and Payroll implementation project, for example FTP, Encryption, Batch Scheduler, Elastic Search and PHIRE.
4. Alternative options such as deploying above environment in Oracle Cloud Infrastructure for flexibility, agility, and scalability would be discussed with State IT stakeholders.
5. Unusual growth, changes to accommodate historic or audit data, additional environments, backup frequency, backup retention policies, or employee data Subsetting policies for each SDLC environments would impact storage and other infrastructure capacity estimates.
6. Core Capacity estimates are based on latest Intel® Xeon® E5-2699 v4 processors. State provisioned storage is expected to be triple mirrored, encrypted, RAID configured with a combination of SSD and high performing low latency disk with support for Clustered file systems and NFS to support requested performance SLAs.
7. This capacity plan assumes the use of current PeopleSoft Demo, Sandbox, PUM environments, and infrastructure for the HCM-Payroll Modernization Project.
8. Contingent on State's current HCM hardware refresh plans, excess hardware capacity at hand, and plans for reuse or repurposing, Accenture would work with the State to refine above capacity plan.
9. Per State's Backup retention and frequency of final environment, additional backup storage needs to be estimated using State's Backup software policies such as compression and
10. State to entertain consideration of Oracle Engineered systems to deliver extreme database and storage performance in support of SLAs such as TRSLR-007 and TRSLR-008.

NOTE: Above hardware details are also available as a separate attachment for State's review, "Attachment F1 Technical Requirements Supplement".

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRGR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
TRGR-002	Technical	Audit Trails	Create user-defined reports from audit trail data (e.g., identify transactions where a user both initiated the transaction and provided the final approval of that transaction).	F	FC	Our solution offers Report creation using PeopleSoft native PSAUDIT and user definable audit records on candidate transactions for such audits.
TRGR-003	Technical	Audit Trails	Track transaction history, including but not limited to: date/time, IP address, user, prior state, and post state.	F	F	PeopleSoft native Security and AUDIT framework provide ability to track and report required fields at each record level. This audit information can be accessed via PeopleSoft Query and other reporting tools for dynamic reporting. Prior and Post state data can be captured at various levels of granularity per State requirements through configuration of PeopleSoft record properties. Note that natted IP addresses may not allow pin pointing End User IP addresses effectively.
TRGR-004	Technical	Audit Trails	Maintain an audit trail for all security-related activities.	F	F	Our Security design and configuration approach accounts for tracking security-related activities such as creation or administration of Users, Groups, Roles, and assignments.
TRGR-005	Technical	Audit Trails	Create a configurable audit record (e.g., by agency or by data type) for all additions, changes or deletions to system records, including recording the user or interface program making the modification and the date/time the record was modified.	F	F	With the combination of PeopleSoft Audit framework, PeopleSoft Process Scheduler tables we could configure Audit records for capturing additions, changes, deletions, datetime stamp, and User ID.
TRGR-006	General	Audit Trails	Secure audit trail data with no option to edit or delete any of the following information, including but not limited to: 1) Data/Time; 2) User ID; 3) IP address; 4) Original and Changed Value; 5) Action and trace; 6) Failed attempts to complete the user action; 7) Agency user or program initiating the interface; 8) Completion Status (e.g., Completed, Completed with Errors, Cancelled, Ended with Error).	F	F	PeopleSoft Audit framework can be used for Auditing records that capture required information in conjunction with proper trace setting at the Web server logs for activity monitoring. Accenture will provide guidance to the State Infrastructure and DBAs in configuring required privileges on certain Audit records and server 'logs to secure audit details from alteration.
TRGR-007	General	Audit Trails	Have an audit trail for each interfaced program which includes, but is not limited to: 1) User ID; 2) Agency user or program initiating an interface; 3) Date/time of interface execution; 4) Completion status (e.g., Completed, Completed with Errors, Cancelled, Ended with Error).	F	F	PeopleSoft maintains required audit details in the PeopleSoft Process scheduler, an out-of-the-box feature to facilitate audit activities of interfaces executed through PeopleSoft.
TRGR-008	General	Audit Trails	Maintain audit trail history for varying time periods as defined at the state and/or agency level.	F	F	PeopleSoft Process Scheduler audit history can be configured to retain information that meets State mandated retention policies.
TRGR-009	General	Audit Trails	Support additional audit trail logging of user credentials to establish non-repudiation criteria for end user identification.	F	F	PeopleSoft Security configuration, audit framework in conjunction with Server logs help with non-repudiation criteria for end user identification. Further, Accenture Technical team will provide guidance to the State PeopleSoft Admin team in configuring settings such as, 'Two-Way Client Cert behavior' for enforcing Client Certificate Requests, Service Operations and Remote Node definitions of target systems.
TRGR-010	General	Data Management	Support EDI (e.g., ASC X12).	F	F	PeopleSoft supports EDI and any specific Payroll integration in scope with EDI requirement would be supported.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRGR-011	General	Data Management	The system shall provide the ability to Ensure encryption of data at rest.	F	P	Proposed Technology plan assumes the use of Oracle TDE (Transparent Data Encryption) feature of the Oracle Database to ensure encryption of data at rest, a product that is already owned by State at this time. For non-database file systems we assume the Storage used for file systems is also encrypted at the Storage tier. These are assumed to be State Technology team managed functions. For Interface files that are exchanged with external or certain internal agencies we will work with the State Technology team to provide guidance on encrypting them as needed, based on State's new FTP and Encryption Tool that replaces Bullet Proof. Based on current integration architecture setup for handling HCM interfaces, any configuration or scripts required for automated encryption/decryption of Payroll interface files will require potential customization. End-to-End automation of Encryption, decryption of interface files or report distribution is assumed to be a State managed enterprise wide technology function, with guidance from the Accenture team.
TRGR-012	General	Data Management	The system shall provide the ability to Carry forward data encryption to data backups.	F	F	Proposed Technology Plan assumes State uses Oracle RMAN settings to encrypt database backups. Per RFP, we recognize that State already owns Oracle databases licenses that offer the RMAN tool. We expect the State IOT/GMIS team to leverage current data encryption and backup standards in use for the PeopleSoft HCM to comply with this requirement.
TRGR-013	General	Data Management	Apply business rule edits for data/transactions directly entered into the system.	F	F	PeopleSoft applies business rule edits automatically for every transaction that is directly entered into the system, via browser. Same is applicable for batch transactions as well. Any custom rules as deemed necessary can be applied through PeopleCode or record properties.
TRGR-014	General	Data Management	Apply business rule edits for data/transactions directly entered via Employee Self Service/Manager Self Service (ESS/MSS).	F	F	For any transaction that is entered via ESS or MSS, PeopleSoft automatically applies relevant Business Rule edits.
TRGR-015	General	Data Management	Ensure appropriate Legacy Data Evaluation, Data Mapping, Conversion and Validation. Integrator must demonstrate knowledge of the underlying database in HCM9.2 including knowledge of data definitions, and what the data is used for. Describe the methodology for determining what data to convert, how to convert the data, and where to convert the data.	F	FC	AESG conversion tools have been used at numerous PeopleSoft implementations in both public sector and commercial accounts with data volumes of similar and much larger in size. Our Conversion processes and methodology provide accurate data mapping and validation during data migration from legacy systems. As an example, we recently converted over 1.1 million Employee records from a mainframe system to PeopleSoft HCM 9.2 with over 99.8% accuracy, including payroll history. Our AESG Conversion templates for PeopleSoft HCM 9.2 have been developed from our experience in implementing payroll for several states and agencies. These data mapping templates help the State in capturing all data elements required to produce a successful payroll. Data conversion is treated as customization since these processes are custom built, not delivered by PeopleSoft.
TRGR-016	General	Data Management	Apply same business rule edits for interfaced data as applied to transactions directly entered into the system.	F	FC	Accenture development standards recommend the creation of all business logic in the form of reusable functions or routines. These routines are then leveraged by online transactions as well as batch processes. For example, a PeopleCode function developed as a FUNCLIB library can be used by an online transaction as well as an Application Engine program as part of a batch process.
TRGR-017	General	Data Management	Support multiple data-transfer methods (e.g., secure FTP, Web Services, Web Interface), integration models and standard patterns, including, but not limited to: 1) XML; 2) Spreadsheet; 3) Flat file (e.g., ASCII, variable and/or fixed length, and comma-delimited).	F	F	Accenture and PeopleSoft support requested data transfer protocols. We plan to leverage State's current IT investments in various 3rd party tools such as BulletProof FTP, Alchemy as deemed necessary in delivering required features. Where required, Accenture will develop custom interfaces to support State's integration needs that may include Webservices, ASCII flat files or XML.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRGR-018	General	Data Management	Integrate external application interfaces using event-based framework supporting real-time or near real-time data integration.	F	F	PeopleSoft supports both synchronous and asynchronous Web services for real time or near-real time data integration. Accenture interface development experience includes both real time and near-real time integrations such as interfacing with Banks, USPS for address validation and Google CAPTCHA. Real- and near-time data integrations are configured through PeopleSoft Integration Broker. Actual interface that leverages this configuration would be treated as a customization.
TRGR-019	General	Data Management	Integrate with current industry standard scan technologies (e.g., Barcoding, Quick Response (QR) Coding, and/or Radio Frequency Identification (RFPD)).	F	FC	Accenture has extensive experience in QR, Barcoding solutions related to HR, T&L, Finance, Supply Chain and supports integration with various 3rd party tools. To produce Barcodes we use PeopleSoft native reporting features in BIP, SQR etc. The Accenture team has experience setting up integrations with Kronos clocks for T&L (device initiated vs. server initiated), SCM eMarketplace vendor integrations and integrations with HR recruiting solutions like Talemetry. Please refer to Attachment D Cost Proposal Template for additional details. Any additional effort identified beyond what is covered in this cost estimate will be supported through a State approved change control process.
TRGR-020	General	Data Management	Verify and map physical addresses using industry standard APIs.	F	FC	Accenture has experience in implementing standard USPS APIs as well as Google APIs for real time address management.
TRGR-021	General	Data Management	The system shall provide the ability to Support Application Program Interface (API) data definitions and file structures.	F	F	Accenture supports APIS and offers prebuilt APIs such as USPS Address verification, Google Captcha. For interface requirements that need real-time integration with SuccessFactors, we propose the use of APIs. The setup in PeopleSoft Integration Broker would be configuration, but the actual interface that leverages this setup would be considered as a customization.
TRGR-022	General	Data Management	The system shall provide the ability to Support comprehensive edit, validation and balancing controls which prevent incomplete or incorrect data from being processed.	F	F	Event based programming in PeopleCode available to handle comprehensive edits and validations to execute each transaction to be successful and accurate per the defined business rules.
TRGR-023	General	Data Management	The system shall provide the ability to Grant access for authorized users to browse, manage and reconcile erroneous records (e.g., incomplete, suspended) from various interfaces.	F	FC	As part of Interface design, Accenture team will work with the State PeopleSoft and System Admins to develop a comprehensive Security Access Plan that facilitates access to interface files or interface tables. PeopleSoft supports User access to browse interface process results. PS Query can be used to generate reports for reconciliation.
TRGR-024	General	Data Management	The system shall provide the ability to Record disposition of updated/corrected interface records and associated user data.	F	F	In our experience, various States use their incident management or other help desk ticketing systems (or Share Point) to document Interface failures and related record dispositions to resolve and rerun the respective interface. Optionally, as deemed necessary by the State, Accenture can develop a customization to capture record dispositions within the PeopleSoft system.
TRGR-025	General	Disaster Recovery / Business Continuity	The State will continue to utilize the current HCM DR plan throughout and after upgrade / implementation of PeopleSoft HCM 9.2. The system shall be upgraded, implemented and configured to support the State's current DR plan. The project must include participation in the state led initiative to execute the DR plan to test and remediate failover/recover the Payroll application for OPS9.2 HCM / Payroll.	F	F	Accenture HCM / Payroll Technology Architect would participate in State-led DR initiatives to provide input based on the target state solution and architecture. Our Technology planning phase will incorporate and account for State's HA, RAC, Dataguard, backup, recovery processes for IOT/GMIS to meet State RPO and RTO goals with the introduction of Payroll module. We expect GMIS to revise its current DR procedures impacted from Web/App tier migration from Windows to OEL and Oracle RDBMS upgrade.
TRGR-026	General	Integration Architecture	The system shall provide the ability to Comply with the Electronic Payments Association NACHA Automated Clearing House (ACH) Standards.	F	F	PeopleSoft supports electronic payment (also known as ePayment) options for self-service payments. One such example is the eBill Payment.
TRGR-027	General	Integration Architecture	Allow for real-time interfacing with other systems capable of real-time interfacing (i.e., an agency can send a transaction from an external system to be processed real-time instead of waiting for a nightly batch).	F	F	Real time interfacing is achieved through PeopleSoft Integration broker which exposes PeopleSoft business logic as a web service to PeopleSoft or 3rd party systems. PeopleSoft offers both Asynchronous or Synchronous Messaging for such integrations.

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TRGR-028	General	Integration Architecture	The system shall provide the ability to Support a common notification framework for all external application interfaces with multiple channels (e.g., SMTP, Instant Messaging, SMS).	F	F	PeopleSoft Events and Notification Framework can be configured to trigger emails, alerts, SMS, etc. based on User or system preferred channel that is supported by PeopleSoft.
TRGR-029	General	Integration Architecture	The system shall provide the ability to Extract, transform and load (ETL) data through data integration and data management tools.	F	F	AESG Conversion tools offer the ability to transform and load data from legacy to PeopleSoft system. This proprietary toolset built with PeopleSoft technology does not require the State to acquire expensive 3rd party tools that are typically a one-time use. Accenture provides appropriate file layouts that should be used for data extraction. Accenture would not require the use of any additional 3rd party tools for loads. We use PeopleSoft Data Mover, App Engines, SQRs, and other native tools offered by Oracle along with its database licenses, such as SQL*Loader for data migration. Optionally, State can leverage 3rd party tools for data extraction from its mainframe or other systems. AESG tools extract data from PeopleSoft to produce outbound interfaces and includes standard or common interfaces that augment PeopleSoft delivered interfaces.
TRGR-030	General	Integration Architecture	The system shall provide the ability to Have pre-built and documented integration through ETL tools between the ERP functions/modules and the established open interface file definitions.	F	F	PeopleSoft delivers various pre-built ERP integrations between HCM and Finance modules. For data integration, PeopleSoft offers various tools such as Application engine, SQR, File Layouts, Integration Broker, and Messaging tools. Similarly, State licensed products such as Oracle SQL*Loader can be used for data transformation and loading. Customization would be required where out of the box interfaces do not meet State requirements. For capabilities offered natively by PeopleTools and native Oracle tools, State will have the option to use AESG data load processes for its data migration activities.
TRGR-031	General	Integration Architecture	The system shall provide the ability to Create new routines to transform data.	F	F	PeopleSoft provides the ability to create new routines to transform data for interfaces. Simple data transformations or mappings can be configured through PeopleSoft PSXLAT translate table feature. Creation of new routine is considered a customization.
TRGR-032	General	Integration Architecture	Define and maintain business rules for data transformation through configuration pages.	F	F	PeopleSoft offers various configuration pages that can be used for managing integrations, rules and PSXLAT configurations, an object type within PeopleSoft that does not require coding, rather a simple configuration.
TRGR-033	General	Integration Architecture	The system shall provide the ability to Validate and handle exceptions during transformation.	F	F	Accenture uses the native PeopleSoft error handling framework for integrations to avoid unnecessary customizations and integrates the same with PeopleSoft message catalog. Leveraging this standard framework, any exceptions encountered during transformation will be handled within each interface as well as online transactions. Error handling through message catalog is a configuration, but the actual interface that uses the error message catalog is considered as a customization.
TRGR-034	General	Integration Architecture	The system shall provide the ability to Model the logical ETL(Extract, Transform and Load) process via a Graphical User Interface (GUI).	X	PCTP	AESG Conversion utilities and predefined templates for PeopleSoft offer the ability for rapid data mapping with legacy systems. These templates (Word/Excel) have been developed based on years of our experience with legacy mainframe data mapping activities with PeopleSoft. The AESG conversion utilities offer transformation and load capabilities, but does not offer a Graphical Data Mapper. Alternatively, State offered ETL tools with graphical mapper can be used in conjunction with the AESG data conversion tools.
TRGR-035	General	Integration Architecture	The system shall provide the ability to Apply complex scripted transformations to the data.	F	FC	Accenture Interface standards recommend the development of complex transformations as functions or libraries that are used across all applicable business processes in a consistent manner and help simplify future maintenance. As an example, Accenture uses PeopleSoft FunLib, AppEngine packages, SQRs to develop and reuse complex transformations.

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TRGR-036	General	Integration Architecture	The system shall provide the ability to Perform incremental loads or take advantage of pipelined and partitioned parallelism to meet acceptable processing timeframes.	F	F	Accenture Development Standards consider restart or resume logic as part of its interface design. Similarly, for large volumes we leverage native parallelization techniques offered by PeopleSoft and Oracle tools. Other examples include, multi-threading of AppEngines, parallelization capabilities within the RDBMS and SQL*Loader. Accenture Batch performance management activities apply these techniques to help ensure meeting State processing timelines for critical business processes such as delivering paychecks on time. In cases where we need to keep two systems in sync, following an initial load, we use incremental (delta) loads to facilitate fast refresh.
TRGR-037	General	Integration Architecture	The system shall provide the ability to Execute interfaces with other systems: 1) on a pre-defined schedule; 2) on request of an authorized user; 3) immediately, based on system-defined triggers.	F	F	With native PeopleSoft Process Scheduler or leveraging State's Enterprise Batch Scheduler (contingent on compatibility with PeopleSoft), we can configure jobs to achieve the required outcome. For example: 1) PeopleSoft Process Scheduler executes batches which triggers interfaces with other systems 2) User triggered functions through PeopleCode can execute Interfaces with other systems 3) Custom triggered interfaces based on pre-defined logic
TRGR-038	General	Integration Architecture	Integrate a document repository and/or multiple document repository management systems for use with the ERP system for links and/or attachments.	F	FC	Accenture has extensive experience in integrating PeopleSoft with external Document Management Systems such as FileNet. We have experience in leveraging PeopleSoft HCM as a native document repository where documents are stored either within the Database as a BLOB/CLOB or on the server as a file. Accenture team will work with the State in identifying a mechanism to store HCM 9.2 project related documents. Proposed scope assumes no external (stand alone) document management system or related integration.
TRGR-039	General	Integration Architecture	Implement and establish PeopleSoft Test Framework (PTF) for ongoing use. (PTF automates various tasks within the PeopleSoft application, primarily functional testing. Automating functional testing enables testers to execute more tests with greater accuracy during a shorter time.) Integrator should include experience with training and using PTF or similar tool for the development of test scripts and scenarios during implementation and post go-live.	F	FC	Proposed Test methodology or execution is not dependent on PTF framework or PTF availability as such we plan to leverage AESG Test scripts. Accenture has leveraged PTF extensively at one of our recent Health Clients that is one of the nations largest provider and has been using PeopleSoft for over a decade. Configuration is required for initial PTF setup so it can be used to record different test cases. Building library of test cases requires additional effort by the State and Accenture project team to test State approved customizations.
TRGR-040	General	Archive/Purge	The system shall provide the ability to Configure and manage multiple record retention schedules by functional areas or agencies for designated document types, actions, data history, interface files, etc.	F	F	We leverage PS Data Archive Manager for record retention, or archival to a State preferred external repository such as a file system or an external database. For documents and interface files, we can guide the State IT Admin team to either configure or develop archive processes. Same can be leveraged to purge and free up storage according to State designated schedules.
TRGR-041	General	Archive/Purge	The system shall provide the ability to Purge, archive, and restore inactive, and archived records based on agency-defined criteria.	F	FC	For Data history and transactional data we can leverage the PS Data Archive Manager (DAM). As deemed necessary, custom processes can be developed to restore data that was archived through PS DAM via data mover or SQL*Loader scripts. Refer to the approach outlined in TRCR-025 in the Conversion Tab. Such additional work effort that is beyond proposed scope in Attachment D Cost Proposal Template will be supported through the State approved change control process.
TRGR-042	General	Archive/Purge	The system shall provide the ability to Validate the integrity of the data before and after the archive/purge routine.	F	P	PeopleSoft Data Archive Manager (DAM) provides certain features in support of this requirement. However, in our experience expensive customizations for archiving, purging or restoring data back into PeopleSoft have not proven to provide our Clients proper ROI and further increased the TCO by several folds. With Storage cost becoming almost insignificant compared to the cost of developing these customizations, we are able to achieve same outcome by employing various Storage management and Oracle RDBMS native advanced compression and partitioning techniques. These techniques have been deployed successfully on PeopleSoft implementations that are several folds larger in comparison to the State.

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TRGR-043	General	Archive/Purge	The system shall provide the ability to Automate data archiving, purging and scheduling with appropriate tools/scripts/documentation.	F	F	PeopleSoft Data Archive Manager (DAM) provides expected features which can be configured and scheduled to run at a desired frequency. Besides configuring DAM for data archival as part of an extension or interface, any additional effort that is beyond proposed scope as outlined in Attachment D Cost Proposal Template will be supported through a State approved change control process.
TRGR-044	General	Archive/Purge	The system shall provide the ability to Preview records to be archived/purged before confirming the process.	F	F	Requested feature can be a step within the PeopleSoft native Data Archiving Manager tool usage strategy. Data can be moved to History tables within the database that can be previewed before purging them. Besides configuring DAM for data archival, any additional effort that is beyond proposed scope as outlined in Attachment D Cost Proposal Template will be supported through the State approved change control process.
TRGR-045	General	Archive/Purge	The system shall provide the ability to Access, query, and report against archived data at a transaction or record level.	F	F	Data archived through PeopleSoft Data Archival Manager to a PeopleSoft table can be accessed through PeopleSoft Query tool with appropriate access controls. Besides configuring DAM for data archival, any additional effort that is beyond proposed scope as outlined in Attachment D Cost Proposal Template will be supported through the State approved change control process.
TRGR-046	General	Archive/Purge	The Vendor shall develop at data archiving strategy to store and provide historical, read only access to all data from the legacy system.	F	FC	Per the approved Data Conversion Plan, all data deemed necessary for the HCM-Payroll Modernization Project will be migrated to PeopleSoft application. Any data that is deemed not necessary for reason such as historic or not relevant can be migrated as is into PeopleSoft as historic archived data. This data can be accessed via PS/Query or SQL tools with appropriate State approved access controls. Refer to the approach outlined in TRCR-025 in the Conversion Tab. Any additional effort that is beyond proposed scope as outlined in Attachment D Cost Proposal Template will be supported through the State approved change control process.
TRGR-047	General	Operations Management	The system shall provide the ability to Support internal or external job scheduling tools to automate administrative tasks, including but not limited to: batch processes, jobs, workflow, reports, queries, etc.	F	PCTP	The PeopleSoft process scheduler allows scheduling various types of PeopleSoft processes on a pre-defined schedule. We use a combination of Jobs, recurrences and Scheduled Job Set definitions to achieve these requirements. Optionally, external job scheduling would require potential integration with State' Enterprise Batch Scheduler of choice. Accenture has experience in integrating with most of the leading Enterprise Schedulers by IBM, Cisco, HP, CA, and BMC that are certified to work with PeopleSoft. Accenture will support State IT Admins in configuring the Batch Scheduling adapter to integrate with PeopleSoft Process Scheduler and expects the State to own and manage External Scheduler implementation. We expect the State 3rd party tools to be certified by PeopleSoft and preferably offer a PeopleSoft adapter or CLI for integration.
TRGR-048	General	Operations Management	The system shall provide the ability to Establish job dependencies and control subsequent job execution based on user-defined orders and priorities in the job scheduling tool.	F	F	PeopleSoft Process Scheduler offers ability to setup job dependencies, control the concurrency, schedule jobs, setup recurrences, etc. Simple cross job dependencies can be managed through job sets and setting up Process Scheduler jobs in a specified sequence for execution. If there is a cross application dependency with other Enterprise jobs, then an enterprise wide scheduler (refer to TRGR-047 above) should be implemented and it would be a 3rd party integration to configure per vendor specific adapter for PeopleSoft.
TRGR-049	General	Technical Architecture	The system shall provide the ability to Deliver content via browser without Active X controls or plug-in support (e.g., Java Runtime Environment and Adobe Flash).	F	F	When accessing PS applications, certified browsers do not require Java runtime environment or Flash to be installed unless specific customizations are developed which would require it otherwise.
TRGR-050	General	General System	The system shall provide the ability to Enable users to incorporate user-defined documentation into system documentation (e.g., user procedures, and business rules) which is accessible in the same manner as vendor provided documentation.	F	FC	The system supports adding a link from the Help page to user-defined documentation, such as training materials created in the State's authoring tool. This user-defined documentation is also searchable within the application. Accenture would support linking to both PeopleSoft delivered documentation and user-defined documentation.

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TRGR-051	General	General System	The system shall provide the ability to Provide on line customizable help to the field level to include help screens and hover text, etc.	F	F	PeopleSoft online help and PeopleTools offer field level properties, hover text and help links with mouseover features on User facing pages. Any specific online help features that are not addressable via PeopleSoft, UPK, or State's current help authoring tools such as Adobe Captivate would require additional effort to create custom documentation or online help.
TRGR-052	General	General System	The system shall provide the ability to Aggregate or roll-up fields (e.g. Leave types, COA elements, etc.)	F	F	PeopleSoft applications offer aggregation and roll-up field features as part of delivered as well for the User to create any necessary customizations by using appropriate reporting Tools. For example, Analytic reports delivered in AB roll up totals by absence and departments. COA elements in PeopleSoft Finance offer query reports.
TRGR-053	General	General System	The system shall provide the ability to Be in compliance with ADA Standards and Section 508 of the Rehabilitation Act.	F	F	PeopleSoft payroll application conforms as outlined in Oracle VPAT as outlined at http://www.oracle.com/us/corporate/accessibility/vpats/vpats-peoplesoft-162942.html
TRGR-054	General	General System	The system shall provide the ability to Ensure appropriate protection and masking of any fields designated as personally identifiable information with access restricted to authorized users by agency, role and responsibility.	F	F	Access to various sensitive data elements via front-end application can be managed through PeopleSoft delivered security setup. It controls page and row level data security by User Group, Business Unit, or Departments through Security permission lists. Protection of such designated PII fields should be managed through the Security Design and Implementation Plan. If specific fields need to be secured, a customization would be required.
TRGR-055	General	Transaction System	Support the definition and use of agency or function-specific data fields (specific system fields are based on agency defined business rules and constraints).	F	F	PeopleSoft Business process logic is flexible enough for executing a rule either across the board or for a particular agency. This can be controlled through agency specific configuration or customization depending on State' security requirements for various Business Units, Departments using row level security, department security trees, and permission lists.
TRGR-056	General	Transaction System	Support use of electronic signatures to initiate or approve a business event through authentication of the user to the system.	F	X	Accenture has experience in configuring PeopleSoft to work with leading 3rd party Electronic Signature products such as DocuSign. Depending on the detailed requirements, a customization will be required to implement electronic signature functionality for business events.
TRGR-057	General	Workflow and UI	Access all functional and technical capabilities of the system via responsive web design.	F	F	User facing elements of PeopleSoft HCM and Payroll 9.2 applications are fully web enabled and offer responsive web interface.
TRGR-058	General	Workflow and UI	Allow user to work simultaneously in multiple application windows.	F	F	PeopleSoft offers the ability to open multiple browser windows and work simultaneously.
TRGR-059	General	Workflow and UI	Have drop-down lists to only show values based on the user's security role. For example, where appropriate, users can only select from chart of account values used within their division.	F	FC	PeopleSoft offers the ability to show a list of values through dynamic drop downs based on different criteria including user role or their assigned division. Access to specific values on specific tables may require customization.
TRGR-060	General	Workflow and UI	Create workflow rules based on organization, dollar amount, commodity code, transaction type, COA element, roles, specified actions, etc.	F	FC	PeopleSoft Application Workflow Engine and Activity Guide provide the ability to create workflows. Optionally, workflows can be created or customized to meet the desired requirements.
TRGR-061	General	Workflow and UI	Allow end users to add ad hoc approvals including forwarding capabilities of various types of workflow transactional data changes for addition approvals.	F	F	PeopleSoft Workflow offers the ability to add various types of approvals on workflow transactions including delegation and multiple approvals for the same transaction based on certain thresholds, etc.
TRGR-062	General	Workflow and UI	Notify approvers when a transaction is waiting for approval and when an approval has been unprocessed for an agency/user defined amount of time, with the option for the user to opt out of these notifications.	F	F	PeopleSoft Workflow provides the approvers a list of pending approvals by agency or requested user. Various delivered PS Queries also offer the requested information. Users will have the ability to opt out of notifications, as desired.
TRGR-063	General	Workflow and UI	Allow for workflow destination to be defined as a queue that multiple users can access and work from.	F	F	PeopleSoft workflow destination can be configured for single or multiple users to receive tasks.
TRGR-064	General	Workflow and UI	Define the amount of time items can remain in pending status, before automatic notification is sent to the approver's alternates.	F	F	The amount of time that an activity can remain Pending is configurable and PeopleSoft would send notifications to the Approvers or Alternates when a threshold is exceeded.
TRGR-065	General	Workflow and UI	Allow delegation of approval authority to another user for a specified period of time (to cover vacations/absences).	F	F	PeopleSoft Workflow offers delegation as an out-of-the-box feature. Proxy role delegation can be assigned with an expiration date and the delegated users should be at the same level. When a proxy has been assigned to an alternate user, they will see the work items assigned in their work list per the delegated activity.

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TRGR-066	General	Workflow and UI	Create/run a report of pending items by agency, business unit, manager/supervisor, etc. and approver.	F	F	Reports and queries delivered by PeopleSoft offer requested reporting capabilities. Custom reports or queries can be created per State requirements.
TRGR-067	General	Workflow and UI	Allow parallel and sequential electronic routing of documents for approval and/or other tasks through Workflow. Including notifications back to initiating user when approvals are made, with the option to opt out of these notifications.	F	F	PeopleSoft Workflow engine routes documents based on the business rules and triggering events and assigns related tasks to appropriate users. Recipients of various Workflow notifications have the ability to opt out of notifications.
TRGR-068	General	Workflow and UI	Ensure when a workflow item is rejected, it is return as designated by business rules to the appropriate user and that all contents of the transaction are provided as submitted with additional comments or reason for rejection incorporated.	F	FC	PeopleSoft work flow items rejected by an approver can include reasons for rejection or additional comments and follows the business rules configured for that specific event. Configuration of business rules for rejection would require custom workflow setup that meets State requirements.
TRGR-069	General	Workflow and UI	Notify downstream users (i.e., both originator and other approvers) when an upstream approver makes changes to a document before approving the document.	F	F	As delivered by PeopleSoft workflow engine, when a document is modified by an upstream user, workflow approver(s) as well as the originator of the specified task are informed of the update.
TRGR-070	General	Workflow and UI	Allow for the display of the status of items submitted to a Workflow at any time.	F	F	PeopleSoft offers display of workflow item status in real time.
TRGR-071	General	Workflow and UI	Allow reassignment of individual documents assigned to a user for review by another user, or mass reassignment (i.e. to handle the situation when a user transfers or leaves).	F	F	PeopleSoft out-of-the-box functionality offers reassignment. One such most frequently used example includes the Time Report Reassignment workflow. When such transaction is assigned to a different approver through the Reassignment page to a different approver, the system sends the new approver a notification.
TRGR-072	General	Workflow and UI	Allow steps in the Workflow to be bypassed by allowing approvers higher in the approval chain to approve transactions before the transaction is approved by a user who would normally be next in the Workflow sequence. This capability would be at the agency discretion based on agency-defined business rules (e.g. type of approval, approver involved, etc.)	F	FC	PeopleSoft workflow rules can be configured to accomplish the desired outcome by specifying appropriate rules of approval and sequencing related to each Business process that requires such capability.
TRGR-073	General	Workflow and UI	The system shall provide the ability to Filter and sort task lists based on user-defined criteria.	F	F	PeopleSoft Workflow offers the ability for a system user to apply custom filters as well as sort task lists to individual user preference or objective.
TRGR-074	General	Workflow and UI	Allow users to schedule and postpone (or "snooze") notifications for tasks and/or workflow items needing attention based on user-defined criteria. This includes follow-up reminders/alerts.	F	F	PeopleSoft Workflow offers the user with the ability to snooze notifications as an out-of-the-box feature. PeopleSoft also offers various workflow reminders related to pending or due tasks.
TRGR-075	General	Workflow and UI	Integrator should describe their experience in helping OPS users transition from the current HCM UI (Classic) to the "fluid" tile-based UI that is more conducive to work with smartphones, tablets, and other PDAs.	F	FC	Accenture has conducted Fluid UI assessments at multiple States and is able to bring that experience to Indiana. Some of these states where we performed such an exercise are in a similar situation as Indiana where PeopleSoft HCM has been live for many years and several that are taking their initial steps toward their Journey to the Cloud. Please refer to TRDR-001 response in 'Development Requirements' tab for additional details on Fluid.
TRGR-076	General	Implementation Security - All Implementation Team Personnel	The Vendor shall identify all personnel to be involved in the project before commencing work.	F	F	Accenture identified all key personnel to be involved in the project. All other resources would be identified before commencing work.
TRGR-077	General	Implementation Security - All Implementation Team Personnel	The Vendor shall immediately identify those personnel who permanently leave the project.	F	F	Accenture complies with this requirement; it is part of standard Accenture offboarding and Client Data Protection procedures.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

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TRSR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
TRSR-002	Security	Application Security	Restrict view/read only capabilities to data by role defined criteria (e.g., user id, user group, agency, and division).	F	FC	Delivered PS Security would address the requirement or security could be customized for any special needs. PeopleSoft row level security and data permissions would be configured using delivered or AESG Permission Lists. Security to manage custom objects or other customizations is considered a customization.
TRSR-003	Security	Application Security	Restrict update/refresh/delete capabilities to data to specific users or source systems.	F	F	Requested capabilities are enforced through native PS Security permission lists assigned to Users or Groups that could represent a set of Users related to a Source System. Further, we would address the requirement or Security with custom permission list for any special needs.
TRSR-004	Security	Application Security	Allow a user to have multiple agency defined roles, while maintaining appropriate separation of duties.	F	F	PeopleSoft security framework permits the use of multiple agency defined roles without customization. Separation of duties are enforced through Security design and we would design it in conjunction with the State or Agency Security SMEs. Further, we would address the requirement or Security with custom permission list for managing custom objects, as deemed necessary.
TRSR-005	Security	Application Security	Allow a user to have access to multiple organizations and business units with potentially different roles.	F	F	PeopleSoft Business Unit and Departmental Security tree structures would facilitate the required features. AESG Security configuration will be the starting point to design application security across all modules. Current HCM security would be leveraged where feasible to design and implement 9.2 Security. Security design phase would provide the opportunity to work with State Security SMEs in designing system access.
TRSR-006	Security	Application Security	Access business functionality, rules and Workflows based upon a user's role.	F	F	Workflow and related business functionality are managed through the assignment of appropriate PeopleSoft security permission lists that in turn control the access to various business functions.
TRSR-007	Security	Application Security	Have role-based security at the record, page, transaction type, and module levels.	F	F	PeopleSoft native security framework is designed using role based security that leverages security permission lists to control access to records, pages, components, and transactions related to a module. State Security Plan would be designed using this as base framework.
TRSR-008	Security	Application Security	Have security standards to comply with the Statement on Auditing Standards (SAS), Audit Considerations Relating to an Entity Using a Service Organization.	F	F	The solution would be developed with adherence to all the pertaining auditing standards leveraging PeopleSoft Audit framework.

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TRSR-009	Security	Application Security	Delegate proxy roles to other users with an expiration date, and ability to notify user of new proxy right.	F	F	PeopleSoft offers proxy delegation of roles to other users that are at the same level, with an expiration date. The users would not get the notification when the proxy role has been assigned to them, however they would see the work items assigned in their work list.
TRSR-010	Security	Application Security	Optionally prevent users from approving transactions initiated by them, based on module and state/agency defined rules, includes but not limited to transactions related to time, pay and leave balance adjustments.	F	F	Transactions identified with specified requirement can be enforced as part of the SOD specification per the Security Plan.
TRSR-011	Security	Application Security	Vendor will create an MSWord-based written strategy with supporting spreadsheet or flowchart of roles.	F	F	Accenture Security artifacts consists of a Security design document in Word. Other artifacts include an Excel spreadsheet consisting of various roles, permission lists, users, groups, and other security attributes that are mapped specifically for the HCM-Payroll Modernization Project.
TRSR-012	Security	Application Security	Vendor will make best practice recommendations (9.2 Version) for how to set up PeopleSoft security (permission lists/roles) to fit the SOI environment and meet all state requirements.	F	F	Our Security Plan includes review of best practices derived from Accenture's experience with public sector PeopleSoft projects, specifically recent HCM 9.2 projects.
TRSR-013	Security	Application Security	Vendor will suggest strategy for ongoing maintenance and support of security configurations for HCM/Payroll.	F	F	The Accenture team uses a holistic approach to analyzing, reviewing, and planning security architecture requirements of the State. Security is an integral piece of each phase of the Accenture Delivery Methods. We would review current PeopleSoft Security Architecture and prioritize security concerns in the following order: people, policy and business process, and then technology. This order of priority considers job functionality and business needs as the highest priority to confirm that security does not have a negative impact on production or SOI delivery of HCM and Payroll services. We would strategize implementation as well as ongoing maintenance and support of security.
TRSR-014	Security	Application Security	Security configuration should meet all recommended and required segregation of duties across HR and Payroll functions.	F	F	Accenture Security plan accounts for the SOD policies of the State for applicable business processes and assigning critical duties. For example our SOD check lists consists of assignment of privileged roles such as PS Admin, ALLPAGES, HCPPALL, process groups, creation and approvals by same user, query access groups, row level security and many other PeopleSoft security privileges that impact SOD policies. We would provide guidance on adopting similar SOD parities within the State managed IT infrastructure, in areas such as Database Vault, potentially used in association with PeopleSoft HCM.
TRSR-015	Security	Application Security	Vendor will evaluate control risk to ensure that staff have appropriate levels of security for their role and to meet internal controls.	F	F	Accenture Security design would ensure assignment of right level of security to each PeopleSoft User by applying applicable and relevant internal security controls related to the individual role or groups.
TRSR-016	Security	Implementation Security - All Implementation Team Personnel	All currently identified personnel shall successfully complete all Indiana Auditor of State-required annual Security/Confidentiality training. Any failure to complete by the deadline will result in suspension of the non-compliant users' network ids and a suspension of payments to Vendor until rectified.	F	F	Accenture project staff would complete all the required annual training prescribed by the client. This is an inherent step within Accenture's Client Data Protection Policy.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSR-017	Security	Implementation Security - All Implementation Team Personnel	Contractor network accounts shall be re-certified quarterly.	F	F	Accenture would follow Indiana State re-certification process and have all network accounts recertified on a desired frequency. Client re-certifications policies are part of Accenture internal Client Data Protection procedures.
TRSR-018	Security	Implementation Security - On-site Implementation Team Personnel	All on-site Vendor personnel shall exchange email with off-site workers using Indiana State issued email accounts.	F	F	Accenture project team at on-site would be required, per policy, to exchange all email communications pertaining to the project via Indiana State issued email accounts. This is another inherent step within Accenture's Client Data Protection Policy.
TRSR-019	Security	Implementation Security - Off-site Implementation Team Personnel	All off-site Vendor personnel shall exchange email with on-site team using on-site team members' Indiana State email accounts.	F	F	Accenture project team at off-site would be required, per policy, to exchange all email communications pertaining to the project via Indiana State issued email accounts. This is another inherent step within Accenture's Client Data Protection Policy.
TRSR-020	Security	Implementation Security - Off-site Implementation Team Personnel	All off-site Vendor personnel shall not share Indiana State remote access accounts with other off-site team members.	F	F	Accenture off-site personnel would not share remote access accounts. Each user would use own individual account for remote access.
TRSR-021	Technical	Enterprise Security	Create a report of logins and activities by user or group of users, by a user-defined timeframe.	F	FC	PeopleSoft is capable of providing reports related to user logins. Pertaining report would be produced based on report requirements with regards to associated activity. PeopleSoft does not offer a single such report out of the box and it needs to be developed as a custom report. All associated custom report work effort would be drawn from the bucket of hours proposed for custom reports.
TRSR-022	Technical	Enterprise Security	Generate a formatted report of attempts to enter invalid credentials or other security violations within the system.	F	F	PeopleSoft provides security reports about user activity including failed logins. Pertaining reports would be configured based on client's requirements. Authorized users can leverage PeopleSoft PSACCESSLOG information for required information.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSR-023	Technical	Enterprise Security	Comply with Payment Card Industry Data Security Standard (PCI DSS).	F	P	Credit card numbers encrypted through PeopleTools pluggable cryptography with 3DES 168-bit keys stored in Oracle database helps organizations comply with section 3.6 of the PCI Data Security Standard (PCI-DSS). As State owns Oracle Advanced Security (OAS) software, we assume GMIS will continue to use OAS for PeopleSoft environments to conform with State compliance policies. Any incremental OAS Software licenses to support incremental hardware for the Payroll Modernization project should be procured and provisioned by the State. Similarly, we assume State owned and operated data center firewalls, encryption of network transmissions, anti-virus software, and physical access to data will continue to be in effect for PCI compliance. As PeopleSoft Payroll module will be implemented within the existing PeopleSoft HCM instance, State PCI DSS security practices and policies in play at this time for the PeopleSoft HCM would be extended to the Payroll system, implicitly. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality.
TRSR-024	Technical	Enterprise Security	Comply with Health Insurance Portability and Accountability Act (HIPAA).	F	P	Accenture will follow HIPAA guidelines and policies as adopted and mandated by the State, for the duration of the contract. For the enforcement of segregation of duties (SOD) as specified in HIPAA and adopted by the State, we assume the use of State's existing Oracle Advanced Security (OAS) software licenses and features such as Database Vault that offer out of the box security profiles for DBAs. Since PeopleSoft payroll module will be implemented within the existing PeopleSoft HCM instance, State HIPAA security practices and policies in play at this time for the PeopleSoft HCM would be extended to the Payroll system, implicitly. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality.
TRSR-025	Technical	Enterprise Security	Comply with Health Information Technology for Economic and Clinical Health Act (HITECH).	F	P	Accenture assumes that the State's existing PeopleSoft HCM configuration adheres to HITECH standards and regulations and will ensure that any new components introduced as part of our solution will be integrated into existing framework in a manner that maintains that compliance. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSR-026	Technical	Enterprise Security	Comply with IRS Publication 1075 (Tax Information Security Guidelines for Federal, State and Local Agencies) and other IRS safeguarding requirements.	F	P	Accenture assumes that the State's existing configuration adheres to all pertaining standards and regulations, including IRS Publication 1075, and will ensure that any new components will be integrated into existing framework in a manner that maintains that compliance. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality. State team that is responsible in managing such compliance would be trained and granted access to use the AESG Data Obfuscation Tool to meet related objectives
TRSR-027	Technical	Enterprise Security	Comply with General Data Protection Regulation (GDPR) for data protection and privacy.	F	P	Accenture will help in ensuring all PII data and other data subject to privacy controls are protected according to GDPR regulations. Accenture maintains a strict Client Data Control program which is employed during Accenture engagements and assures safeguarding of clients' data and adherence to regulations such as GDPR. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality.
TRSR-028	Technical	Enterprise Security	Comply with latest Federal Information Processing Standard (FIPS) for cryptographic modules.	F	F	In order to comply with FIPS, Accenture assumes that State GMIS team would continue to use Oracle Transparent Data Encryption (TDE) and other storage level or at rest encryption tools that are in use at this time for the PeopleSoft HCM or Finance environments. Accenture would work with the State IT and DBA teams to ensure setting the initialization parameters appropriately, for example set DBFIPS_140 to TRUE for all required environments. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality.
TRSR-029	Technical	Enterprise Security	Support digital certificates.	F	F	PeopleSoft natively supports various digital certificates from popular CAs and related technologies such as SSL/TLS encryption on Web Servers, WS-Security for Integration gateways, Nonrepudiation and certificate based node authentication for Application Servers.
TRSR-030	Technical	Enterprise Security	Support trusted access to approved partner system functions (such as with banking systems).	F	F	Accenture standard integration framework and Client Data Protection process natively deploy trusted access mechanisms with external entities such as banks and insurance carriers. These include centralized file transmission server or portal, deploying certificate based authentication and other EDI standards.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSR-031	Technical	Enterprise Security	Log incidents of security violations within the system, capturing: 1) Data/Time; 2) User ID; 3) IP address; 4) Original and Changed Value; 5) Action and trace; 6) Failed attempts to complete the user action; 7) Agency user or program initiating the interface; 8) Function for which unauthorized access was attempted; 9) Completion Status.	F	F	PeopleSoft security framework provides the ability to capture and log required security elements via PSACCESSLOG record, Web Server access logs. Auditing is highly configurable to capture original and changed values at transaction level. Granularity of such information can be configured for logging to meet State's requirements.
TRSR-032	Technical	Enterprise Security	Ensure report and ad-hoc query results are subject to the system security model such that users cannot access data through reports and queries for which they are not authorized in the operational system.	F	F	Query security would be implemented ensuring that only authorized users have access to data generated by reports and queries.
TRSR-033	Technical	Enterprise Security	Support federated Security Identity and Access Management as part of the solution (e.g., SAML).	F	FC	Accenture will assist the client with integration of the new module into its IAM and SAML infrastructure using versions supported by PeopleSoft/Tools version considered for the HCM-Payroll Modernization Project.
TRSR-034	Technical	Enterprise Security	Encrypt data at rest using industry standard mechanism.	F	FTP	In order to comply with this requirement, Accenture assumes that State GMIS team will continue to use Oracle Transparent Data Encryption (TDE) and other storage level or at rest encryption tools that are in use at this time for the PeopleSoft HCM or Finance environments. Accenture will work with the State IT and DBA teams to ensure configuring TDE for all applicable database environments. Refer to TRGR-011 regarding our approach for handling encryption for interface files.
TRSR-035	Technical	Enterprise Security	Encrypt data in transit using industry standard mechanism.	F	F	Our solution utilizes https, SFTP/FTPS, SSL, TSL for in transit encryption. We plan to work with the State in using it's Enterprise wide tools that would replace AOSINDYNAS, AOSINDYFTP Bulletproof FTP, and Alchemy to deliver these features.
TRSR-036	Technical	Enterprise Security	Establish clear security controls at each tier/layer clearly demarcating Web / Application / Database / SOA Services.	F	F	Accenture would follow Indiana State standards regarding security controls and each tier/layer.
TRSR-037	Technical	Enterprise Security	Inquire and report on individual user IDs and user profiles by system administrators.	F	F	AESG security features offer identifying PeopleSoft privileged security attributes such as Admin, ALLPAGES, SYSADM, Administer_Securiy and Application Designer in Production for Security auditing and reporting.
TRSR-038	Technical	Enterprise Security	Provide the ability for system administrator and/or other authorized user to define the allowable period for user inactivity while logged on.	F	F	Appropriate timeouts would be configured as per requirements.
TRSR-039	Technical	Enterprise Security	Grant user access based on the concept of least privilege.	F	F	The least privileged principal would be followed when assigning users' access rights. Users would be limited to the duties that they require to perform their job duties by permission lists, roles and SOD policies.
TRSR-040	Technical	Enterprise Security	Classify data according to state-defined data access classification levels.	F	F	We work closely with the State Security staff during planning phase to review Payroll Business Process and applicable PeopleSoft data elements in the context of the proposed solution to confirm that the SOI payroll data is appropriately categorized.

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TRSR-041	Technical	Enterprise Security	Restrict user access to read/write data by state-defined data classification levels.	F	F	PeopleSoft Security framework protects personal and private information using role based access controls. This helps the State in defining data access controls by these roles for read or write access.
TRSR-042	Technical	Enterprise Security	Interface security logs and security violation incidents to security monitoring tools.	PN	FTP	Accenture will assist the client with integration of the logs into an existing security monitoring tool or State's Enterprise SIEM. Accenture proposed solution does not include any SIEM products, and assume the use of State licensed tools to meet this requirement.
TRSR-043	Technical	Enterprise Security	Lead efforts to facilitate the identification of necessary security access roles and appropriate access levels.	F	F	Accenture would define roles and definitions of user access roles providing application capabilities. Access to the application would be governed by authorization mechanisms available, natively with the solution and would be based on role/groups/access lists
TRSR-044	Technical	Enterprise Security	Support single sign-on capability within OPS9.2 HCM.	F	F	Accenture would support with configuring or updating the configuration of existing Single Sign On capabilities to work with State's HCM 9.2. We consider SSO as 3rd party non-PeopleSoft solution.
TRSR-045	Technical	Enterprise Security	Support multi-factor authentication linked to active directory.	X	P	Accenture will support configuring or updating the configuration of Apsian MFA solution as it pertains to working with PeopleSoft 9.2 Payroll module. Accenture assumes that Apsian is implemented and integrated with PeopleSoft HCM current environment, prior to 9.2 project. MFA, AD and Apsian are considered as 3rd party, non-PeopleSoft solutions that either exist or are to be implemented by the State. Proposed solution or Bill of Materials do not include an MFA product or licenses.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSLR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
TRSLR-002	Service Level	Solution Capacity - Concurrent Users	The System shall support at least 1,000 concurrent internal payroll users	F	F	In Accenture's experience PeopleSoft Payroll system has been proven to support expected concurrent payroll users. During infrastructure capacity planning phase we would work with the State to define concurrency metrics.
TRSLR-003	Service Level	Solution Capacity - Concurrent Users	The System shall support at least 35,000 concurrent internal employee users (ESS time entry, ESS benefit open enrollment).	F	F	In Accenture's experience PeopleSoft architecture supports requested concurrent users. Proposed infrastructure to support these user volumes is based on our experience in implementing PeopleSoft HCM at several other States of similar as well as bigger by volume. Concurrent User definition and estimates would be re-assessed with the State in preparation for the System Performance Plan. As deemed necessary by the State, infrastructure capacity can be adjusted to meet user concurrency. Accenture would work with the State infrastructure team in meeting and delivering this requirement.
TRSLR-004	Service Level	Solution Capacity - Employee Payroll Processing	The System shall support at monthly, quarterly and annual payroll processes for at least 40,000 active state employees with an average annual turnover rate of 25%.	F	F	In Accenture's experience PeopleSoft architecture supports expected concurrent users. Proposed infrastructure to support these user volumes is based on our experience in implementing PeopleSoft HCM at several other States of similar as well as bigger by volume. Concurrent User definition and estimates would be re-assessed with the State in preparation for the System Performance Plan. As deemed necessary by the State, infrastructure capacity can be adjusted to meet user concurrency. Accenture would work with the State infrastructure team in meeting and delivering this requirement.
TRSLR-005	Service Level	Solution Capacity - W2s	The configured system shall support at least 50,000 W2s with annual tax filings	F	F	Proposed infrastructure to support requested W2 volumes is based on our experience in producing similar as well as much bigger volumes at other public sector implementations.
TRSLR-006	Service Level	Solution Capacity - Data Retention	The configured system shall store data (i.e. account, filings, correspondence) for each employee for 20 years within OPS9.2 HCM.	F	F	Proposed storage accounts for the one-time conversion of historic data and up to 3 years of operational storage for all environments required for a successful payroll conversion and operations. Accenture would refine the storage assumptions during planning phase for historic correspondence data which varies widely from Client to Client based on their retention policies, formats, image density, etc. However, IOT/GMIS should be able to scale the storage to support 20 years worth of data.

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TRSLR-007	Service Level	Required Service Levels - Response Time (1)	The configured system shall respond to user input within 3 seconds for 99.9% of transactions based on the recommended future infrastructure.	F	PCTP	Proposed Infrastructure Plan is based on our experience at numerous similar and much larger implementations. We would guide GMIS in architecting the hardware in support of State's performance objectives and review how other states and cities are addressing and measuring these SLAs. Performance testing, management and operations of all proposed project infrastructure is expected to be a State owned and managed activity. Accenture would provide guidance for PeopleSoft payroll performance management to help State meet its performance goals. For example, the State DBA team is expected to support developers in performing activities such as creation of additional indexes, SQL tuning, running stats, placing hints, etc. Accenture assumes that State owns and manages the performance test tools such as LoadRunner and all underlying infrastructure in support of performance test results and on-going management.
TRSLR-008	Service Level	Required Service Levels - Response Time (2)	The configured system shall respond to user input within 2 second for 99.8% of transactions based on the recommended future infrastructure.	F	PCTP	Please refer to the response, TRSLR-007 above.

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Attachment F1 - Technical Proposal - Technical Requirement Template

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TRRQR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
TRRQR-002	Query and Reporting	Reporting	Build ad-hoc queries to report on any fields in the ERP system using one or more combinations of different criteria.	F	FC	PeopleSoft native reporting tool, PS/Query provides the ability for authorized users to build queries. This no code and browser based graphical tool will allow users to build ad-hoc PS/Queries. Prompts can be created to provide inputs and apply different criteria to produce expected PS/Query results. NOTE: Creation of new queries are considered customization. Refer to Attachment D Cost Proposal Template for additional details. Any queries identified beyond what is covered in this cost estimate will be supported through a State approved change control process.
TRRQR-003	Query and Reporting	Reporting	Report the number of transactions processed by transaction type and user within a user-specified period of time.	F	F	An authorized PS/Query user can create a simple query for required transactions using PeopleSoft standard fields such as Operator ID, Last Update Date and Time for required transaction or transaction types.
TRRQR-004	Query and Reporting	Reporting	Support standard federal and state government reporting requirements in all ERP functions covered by this RFP and ability to change rules as needed.	F	FC	PeopleSoft delivers and supports most North America Federal, State and local government reporting requirements and provides the ability to change rules as needed through customization or extension. Please refer to the Attachment D Cost Proposal Template for proposed RICFEW related work effort. Any additional work effort beyond what is covered in the cost proposal would be supported by following State approved change control process.
TRRQR-005	Query and Reporting	Reporting	Allow users to share saved personalized reports and ad-hoc queries (e.g., include any personal reports authorized by one user for use by a second user, on the second user's personal reports list).	F	F	PS Query allows authorized Users to develop ad-hoc queries and make them sharable by other users. This is also referred as PUBLIC queries. PS Query also allows authorized Users to share saved personal and ad-hoc queries by using Copy to User feature.
TRRQR-006	Query and Reporting	Reporting	Have drill down capability from summary balances to the supporting detail transactions and drill up from the detail transaction to the summary balance.	F	F	PeopleSoft nVision reporting tool offers the required functionality by giving the ability to export data into a Microsoft Excel spreadsheet, in a form that helps user to explore details and analyze the data.
TRRQR-007	Query and Reporting	Reporting	Support export of query and report results to: 1) External Databases; 2) ASCII Files; 3) Spreadsheet format (.xls or .xlsx) with option to output data only; 4) Text Files (.txt); 5) Other Presentation formats (e.g., PDF format); 6) Standard portable flat file formats (e.g., xml, comma delimited, and tab delimited) with option to choose delimiter; 7)Word Processing format (.doc or .docx); 8) XML formats; 9) Web; 10) smart devices.	F	F	Requested formats are supported with the use of PeopleSoft Query, BI Publisher and other PeopleTools. The default output formats offered by PS Query include Text, CSV, HTML, Excel, and XML formats, which in turn can be used to address other format requirements. Customizations may be required to format report content by the importing or receiving entity.
TRRQR-008	Query and Reporting	Reporting	Distribute reports by a variety of methods including: 1) Secure email with encryption; 2) Fax; 3) Printing 4) File Share (e.g. SharePoint), 5) SFTP.	FN	P	PeopleSoft provides the ability to distribute reports via requested formats. Automatic ingestion to SharePoint or distribution through SFTP would require the State infrastructure administration team to configure report destinations that leverage network file shares or FOIP (Fax Over IP). Automated printing or advanced encryption to secure emails will require additional setup by the State Infrastructure team. Depending on the detailed requirements related to automated faxing or receipt management, State should consider additional 3rd party tools such as Merkur by Edict Systems that offers PeopleSoft certified EDI software in support of various distribution protocols. End-to-End automation of report distribution outside of PeopleSoft is considered additional scope and project team would follow the standard change control process.
TRRQR-009	Query and Reporting	Reporting	Support creation of charts including but not limited to the following from the reporting tool: 1) Line Graphs; 2) Pie Charts; 3) Stacked bar charts; 4) Min/Mid/Max line graphs; 5) Regression lines; 6) Graphic organizational charts.	F	FC	BI Publisher and PeopleSoft nVision reporting tools offer the required functionality by providing data in XML or Microsoft Excel spreadsheet format and helps user to explore details and analyze data through various graphical charts.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRRQR-010	Query and Reporting	Reporting	Allow users to change fonts, highlight items or sections, and limit data on reports.	F	F	PeopleSoft native reporting tools such as BI Publisher, SQR offer a large variety of fonts, highlighting items or specific sections of a report, including conditional formatting. Further, tools such as PS/Query provide the ability to restrict report output to not exceed configurable maximum number of records.
TRRQR-011	Query and Reporting	Reporting	Provide detailed self-service user portal activity reports by data element as well as by branch, agency, org unit, etc.	F	FC	Self-Service User activity reports that do not address the requirement would be created as a custom BI or PS/Query. Please refer to the Attachment D Cost Proposal Template for proposed work effort. Any additional work effort beyond this work effort would be supported by following the State approved change control process.
TRRQR-012	Query and Reporting	Reporting	Provide detailed transactional audit reporting with user ability to identify fields for detailed audit tracking capability.	F	FC	Select transaction level Audit reports that do not address the requirement would be addressed through creation or customization of PS/Query or report. Please refer to the Attachment D Cost Proposal Template for proposed RICFEW work effort. Any additional work effort would be supported by following State approved change control process.
TRRQR-013	Query and Reporting	Reporting	Create user defined dashboard display of report content across the OPS9.2 HCM database.	F	FC	Based on detailed specifications, a custom BIP Dashboard can be created to meet this requirement. Refer to Attachment D Cost Proposal Template for additional details. Any reports identified beyond what is covered in this cost estimate will be supported through a State approved change control process.
TRRQR-014	Query and Reporting	Reporting Requirements Reference	The Vendor shall analyze the need for reports and queries defined throughout the RFP.	F	FC	Our Adopt phase includes a review of reports and queries planned for delivery as part of this project. Refer to Attachment D Cost Proposal Template for additional details. Any reports identified beyond what is covered in this cost estimate will be supported through a State approved change control process.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRIR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
	Technical	Interfaces - General	All interfaces shall be maintained and operated in a secure fashion. File read will be decrypted in memory. Files shall be encrypted before they are written. The System must also provide a utility to allow us to decrypt the file for troubleshooting.	F	X	Interface files can be encrypted before they are made available to the recipient. In memory encryption, that is encrypting PeopleSoft interface files before writing to disk would require complex customization. Instead, this requirement can be met by writing files to a secure location where the underlying storage is already encrypted or encrypting individual file with recipient's public key. During planning phase, Accenture will work with the State to review it's new file encryption software (Replacement of BulletProof) for encrypting/decrypting PeopleSoft interface files. Accenture has strong experience in leveraging a rich set of PeopleSoft functions, common libraries for file encryption and decryption. These PeopleSoft systems where Accenture implemented automated encryption technologies house data of over half a million employees and have been in production for over a decade. We assume the State's technical team to manage encryption and decryption operations. As such, implementing end-to-end automated encryption solutions would be considered additional scope.
TRIR-003	Technical	Interfaces - General	All existing interfaces shall be implemented so as not to cause unwanted additional work (other than testing) for Indiana Auditor of State's partners. Existing file formats shall be used for existing interfaces unless the partner agrees to update the interface within the System Modernization mandated timeframes.	F	FC	From Accenture experience in implementing PeopleSoft payroll for various states and other public sector entities, we bring our AESG interface file layouts that would help the State standardize and reduce implementation effort for common external interfaces such as Banks and IRS. We further leverage PeopleSoft out of the box payroll interfaces that would help in eliminating customizations. As part of our interface planning, Accenture will work with the State in finalizing the file formats and State obtaining partner commitment towards proposed project timeline.
TRIR-004	Technical	Interfaces - General	The System shall utilize the State of Indiana interface technology and standards for moving files through the processing environment. Any interface not using the technology and standards shall move via SFTP protocol.	F	FC	Accenture Interfaces support the use of SFTP for secure file transmissions, where it is mandated by the State. Accenture would leverage State's current interface file transmission architecture including BulletProof and external file transmission that may require file encryption. Accenture will plan to provide the interface files needed for the State to provide them to its internal and external partners via current file transmission channels and processes. This would help the State in reducing or eliminating unnecessary custom work and leverage IOT/GMIS processes in use for PeopleSoft HCM or Finance at this time.
TRIR-005	Technical	Interface Requirement Reference	The Vendor shall analyze the need for interfaces defined throughout the RFP for inbound, outbound AOS / IOT, outbound agencies, and outbound third parties.	F	FC	Accenture cost estimate for the development of RICEFW is based on our review of the interfaces needed for PeopleSoft Payroll. We will use PeopleSoft and AESG standard interfaces for common outbound interfaces to reduce interface maintenance. Refer to Attachment D Cost Proposal Template for additional details. Any reports identified beyond what is covered in this cost estimate will be supported through a State approved change control process.
TRIR-006	Technical	Interfaces - General	The vendor shall support the interfaces that will be necessary to move data between the third parties including but not limited to Benefit TPAs and SuccessFactors. There may be additional interfaces required.	F	FC	In addition to the approach outlined in TRIR-004, we will provide all PeopleSoft payroll interface file destinations for IOT/GMIS to implement required processes for handling respective distributions to third parties. Any additional interface work effort identified outside of the proposed scope will be supported by following a State approved change control process.

Technical Proposal

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Attachment F1 - Technical Proposal - Technical Requirement Template

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRCR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
TRCR-002	Technical	Data Conversion - General	The Vendor shall lead the conversion of historical AOS data as described in the data conversion detail tab.	F	FC	Accenture would partner with the State Conversion lead for work stream related activities. Accenture would lead definition of the conversion approach, data mapping of the AOS data load program design, build and test, and execution of the mock conversions. The State would lead the creation and testing of the AOS data extracts, validation, and data cleanup efforts. The State would participate in the definition of the approach, data mapping, and execution of the mock conversions.
TRCR-003	Technical	Data Conversion - General	The Vendor conversion methodologies shall support the conversion of historical AOS data as described in data conversion detail tab.	F	FC	The AESG conversion methodology applied would help in bringing relevant historical data to the new system. It that historical data passes applicable business edits/rules and is usable for transactional purpose in the new system to produce valid payroll results.
TRCR-004	Technical	Data Conversion - General	The Vendor shall provide data conversion documents including, but no limited to, Data Conversion Plan, Data Conversion Schedule, Data Conversion Task List and Data Conversion Risks List	F	FC	As part of AESG conversion ,methodology, our Mock Test conversion plan document lays out the number of work units, number of mock conversions, technical environments, and exit and entry criterion into mock conversions.
TRCR-005	Technical	Data Conversion - General	The Vendor shall work with state resources in data conversion and in resolving data issues during the conversion.	F	FC	The State will lead the data cleansing efforts with assistance from Accenture.
TRCR-006	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall conduct a data validation against all identified data sources to identify the data that need to be cleansed and corrected.	F	FC	AESG conversion utilities provides data quality issue reports at the right level granularity for each conversion work unit. These reports will be utilized for data cleansing. The State will lead and perform the data cleansing activities.
TRCR-007	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall provide a prioritized list of data elements to be cleansed.	F	FC	AESG Conversion utilities provide a prioritized list of data elements to be cleansed. Once a conversion work unit is built and incorporated, we will provide metrics around criticality of a specific issue against overall data quality. These metrics can be used to prioritize the data cleansing list.
TRCR-008	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall provide tools, processes and automation to support the data conversion services.	F	FC	AESG conversion utilities are proven tools to convert large volumes of complex data. These tools have built-in capabilities for file validation, staging, cross validation across multiple work units, transformation, autonumbering, table loads and reconciliation. Besides many other conversion specific features, AESG also offers parallel loads and automatic index maintenance.
TRCR-009	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall produce a data mapping schema for the data sources being used for conversion into the new Payroll system including but not limited to UAT and Production environments.	F	FC	AESG conversion templates provide data mapping schema of the target system, PeopleSoft Payroll 9.2. Same data mapping schema would be applicable for Conversion and ay upstream environments including UAT and Production.
TRCR-010	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall develop audit trail and retain history (audit trail) of all data elements that are changed through migration.	F	FC	Any changes to the data elements that are part of migration would be tracked in a defect or change control document per the data conversion plan. Auditing of this information will follow the project approved change control process.
TRCR-011	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall assist AOS to ensure the data is cleansed according to Indiana code, administrative rules, and policies.	F	FC	The State would lead the data cleansing effort. Accenture would assist.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRCR-012	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall provide scripts which will correct the extracted data from the legacy data sources and place the data into a staging database, as applicable and appropriate. NOTE: This means the AOS's production data in the origin system is not changed in any manner.	F	FC	The conversion methodology assumes three mock Conversions, where each mock progressively improves data quality. These mocks are run in PeopleSoft environments and do not access or effect current GEAC production system. For mock conversion, data cleansing or data patching activities that are required for data migration to PeopleSoft assume the use of State legacy pre-production or QA environments which are cloned from current GEAC Production system. This would allow the project team to validate conversion results against static data from a Pre-Production or QA environment.
TRCR-013	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall document business rules used for data conversion.	F	FC	As part of conversion approach the business rules will be documented in data mapping document. This will be a deliverable work product for each conversion work unit.
TRCR-014	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall ensure data is transferred between the data conversion team members in an automated and secure manner. The Vendor must adhere to AOS's data security policy when handling AOS's data. Encryption, data masking/data scrambling and the use of Secure FTP and/or other secure file delivery as defined in the RFP technical requirements and contract must be met by the Vendor for data in transit and if/when residing at the conversion vendor's site.	F	FC	Accenture realizes the sensitivity of client data and will help with putting necessary security controls in place for transmissions. The exact details of security controls will be discussed and documented in Mock Conversion Test Plan. This document is also a deliverable, where Accenture will work with appropriate client resources to fill the details. It should be reviewed and approved, before any data conversion activity can begin. This document gives the high level approach of conversion, in general and security controls in particular.
TRCR-015	Technical	Data Conversion - Testing	The Vendor shall provide the testing process, including the test plan, test cases, test scenarios and expected results for the migration from the staging database to the new System database.	F	FC	Accenture would define the Test Approach and Plan. The State would assist in defining the test cases, test scenarios, preparation of test scripts, and execution of the tests. Converted data review would be performed by the State.
TRCR-016	Technical	Data Conversion - Testing	The Vendor shall provide general support to the project team for any needs related to converted data.	F	FC	Mock conversion data would be used for testing and would be provided according to the overall project plan dates. The conversion team would work with the business and testing team to address data related defects and/or changes.
TRCR-017	Technical	Data Conversion - Testing	The Vendor shall identify and develop reconciliation and comparison tools (i.e. scripts, queries, reports, etc.) that reconcile data from the legacy system to the new Payroll System.	F	FC	AESG conversion work units provide reconciliation results. Comparison activities would require the State data conversion SMEs to participate in reconciliation to the source. Our framework offers various related reports.
TRCR-018	Technical	Data Conversion - Testing	The Vendor shall develop automated comparison reports which compare legacy system data with corresponding data from the new System.	F	FC	AESG conversion work units provide reconciliation results. Comparison activities would require the State data conversion SMEs to participate in reconciliation to the source. Our framework offers various related reports.
TRCR-019	Technical	Data Conversion - Implementation	The Vendor shall execute the data conversion scripts to populate the final production environment.	F	FC	The State would provide the AOS data extracts and Accenture would load the data to populate the final production environment. This process includes multiple checkpoints to validate data that would require State technical and business involvement.
TRCR-020	Technical	Data Conversion - Archive	The Vendor shall create a full data archive of all data extracted from the legacy system including any data that is not converted into the new System.	F	X	As part of conversion approach, the extracted data will be stored in PeopleSoft conversion tables. If historical data is needed for going forward business transactions, it will be brought over as part of the conversion activities. Legacy data required for reference and not required for active PeopleSoft payroll calculations can be brought over as-it-is without business edits or transformation. As State would own and manage the extraction of such data from the legacy system, it is ideal for the same experienced State resources to store this information in a readable format, either as flat files or into a separate data warehouse. We recommend the State retain tomb stone backups of such data extracted from GEAC to support audit and reconciliation activities for the duration of the contract.
TRCR-021	General	Data Conversion	Vendor shall ensure employees receive one W-2 if a mid-year payroll conversion occurs.	F	FC	Our conversion approach accounts for mid-year balance conversion to meet single W2 requirement.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRCR-022	General	Data Conversion	Vendor shall ensure appropriate Payroll information is converted including Payroll Adjustments pending entry to system, all active employee data, All term/retired/deceased employee must be converted for individuals who separated within the calendar year of conversion in order to produce W-2s and ACA forms, bank detail data for multiple ACHs, personnel action notices, PTD, QTD, YTD balances for all pay-related elements, and payroll time table rules.	F	FC	Pending payroll adjustments should be incorporated into GEAC extracts by the State, to prevent manual entry into PeopleSoft. Best practices and alternative approaches would be discussed with the State Payroll SMEs. All payroll population that would require W2/ACA would be converted, along with their payroll balances.
TRCR-023	General	Conversion Requirement Reference	The Vendor shall analyze the conversion sources defined throughout this RFP to understand additional conversion requirements.	F	FC	We have analyzed the conversion sources and estimated 15 conversion load programs. Additional work units which are discovered as part of Fit Gap that are beyond the estimated effort would be submitted for State's review to follow the approved change control process.
TRCR-024	General	Conversion Requirement Reference	Vendor shall convert all data residing in the state's current PS/HCM system into the new system.	F	FC	All data residing in State's current HCM system will be upgraded in-place through the HCM 9.2 Upgrade process. HCM data records that have dependency with payroll would be converted or addressed as part of the payroll conversion process.
TRCR-025	General	Conversion Requirement Reference	Convert all data residing in GEAC for the current and immediately-previous calendar and fiscal years into the new system. Historical data must be retained in legible, retrievable formats, which may include an archive or other storage method(s), for 15 years (3 years minimum post final billing to FHWA).	F	X	Please refer to the approach outlined in TRCR-020.

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Attachment F1 - Technical Proposal - Technical Requirement Template

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRDR-001	Technical	Development	In an effort to maintain user interface consistency with other SOI PeopleSoft applications, the vendor will have the ability to utilize Fluid navigation and pages whenever possible. The second choice, when Fluid is not available, is Classic Plus.	F	FC	The approach to the usage of Fluid vs. Classic pages would be aligned to the capability available and the end user need. Fluid pages are designed to provide a more intuitive user experience and would be utilized for Employee and Manager Self Service pages, where available within the Payroll and Absence Management modules. All other pages would utilize Classic pages. For existing HCM modules, the approach would be to retain the existing page format. If Fluid Employee and Manager Self Service pages are available, these would be upgraded to use Fluid. Training materials would not be updated to reflect Fluid page design. Finally, if custom pages are designed and built, the approach would be to use Classic for end users and Fluid for Self Service users.
TRDR-002	Technical	Development	Functional processing within the HCM/Payroll application should be driven by business process utilizing features such as WorkCenters, dashboards, personalized home pages, activity guides, related content, navigation collections, etc. The vendor will have the ability to implement these features.	F	F	Accenture has the ability and experience in implementing desired features at multiple public sector and commercial implementations. Payroll system configuration and potential custom development work approved by the State would leverage such features per the AESG development standards.
TRDR-003	Technical	Development	When possible, vendor will implement custom functionality using delivered personalization tools that are supported by PeopleTools 8.56 and 8.57, such as Page and Field Configurator, drop zones, event mapping, Page Composer and any additional customization tools that Oracle delivers in future PeopleTools and application updates.	F	FC	Custom Payroll functionality development approved by the State would leverage specified features per the AESG development standards.
TRDR-004	Technical	Development	End-user functions that involve all SOI employees should be mobile-enabled for small and medium form factor devices when possible. The vendor will have the ability to do this.	F	P	Accenture has strong experience in Self-Service User functions related to HCM. This includes PeopleSoft as well as stand-alone Mobile Apps for public sector employees. Accenture also offers Mobile apps as a Service. Leveraging PeopleSoft ePay which helps the State in enabling Mobile services for its employees, we expect the State to own and manage all Mobile functionality rollout, including device management that conforms to SOI mobile data management policies.

Attachment F1 Technical Requirements Supplement

Accenture Proposed Infrastructure Capacity for the HCM 9.2 Upgrade and Payroll Modernization																
Instance	Purpose	Server Type	Virtual/ Physical	# of Servers	Per Server					External Storage Type	Empl. Data (Subset /Full?)	DB Storage	Total			Clustered/ Oracle RAC for HA?
					Cores	RAM	OS Storage GB	Swap GB	App Storage GB				Cores	RAM	DBs	
HCMDEV92, HCMUPG92, HCMST92 & HCMCFG92	Development, Upgrade92, System Test and Gold Configuration	Application Server 1	Virtual	1	8	64	40	16	40	NAS/Object	Subset		8	64		Singleton
		Weblogic Server 1	Virtual	1	8	64	40	16	40	NAS/Object		8	64			
		Process Scheduler & BIP 1	Virtual	1	8	64	40	16	100	NAS/Object		8	64			
		Database Server 1	Physical	1	8	64	40	16	100	SAN/Block		1100	8	64	4	
HCMINT92 & HCMCNV92	Integration Test, Conversion	Application Server 2	Virtual	1	8	64	40	16	40	NAS/Object	Full		8	64		Singleton
		Weblogic Server 2	Virtual	1	8	64	40	16	40	NAS/Object		8	64			
		Process Scheduler & BIP 2	Virtual	1	8	64	40	16	600	NAS/Object		8	64			
		Public MT - RPS 2	Virtual	1	8	64	40	16	40	NAS/Object		8	64			
		Database Server 2	Physical	1	12	128	40	16	100	SAN/Block		2048	12	128	2	
HCMTRN92 & HCMUAT92	Training, User Acceptance Test, Payroll Reconciliation	Application Server 3	Virtual	1	8	64	40	16	40	NAS/Object	Subset		8	64		Singleton
		Weblogic Server 3	Virtual	1	8	64	40	16	40	NAS/Object		8	64			
		Process Scheduler & BIP 3	Virtual	1	8	64	40	16	100	NAS/Object		8	64			
		Public MT - RPS 3	Virtual	1	8	64	40	16	40	NAS/Object		8	64			
		Database Server 3	Physical	1	8	64	40	16	100	SAN/Block		500	8	64	2	
HCMSTG92 & HCM92DR	Staging/Performance Test/Pre-Prod, Disaster Recovery	Application Servers 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object	FULL		16	128		Clustered for High Availability
		Weblogic Servers 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object		16	128			
		Process Schedulers & BIP 4 & 5	Virtual	2	8	64	40	32	100	NAS/Object		16	128			
		Elastic Search Servers 1 & 2	Virtual	2	4	32	40	32	40	NAS/Object		8	64			
		Public MT - RPS 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object		16	128			
		DB Servers 4, 5 & 6	Physical	3	8	64	40	32	100	SAN/Block		2048	24	192	2	
Production	Production	App Servers 6 & 7	Virtual	2	8	64	40	32	80	NAS/Object	FULL		16	128		Clustered for High Availability
		Weblogic Server 6 & 7	Virtual	2	8	64	40	32	80	NAS/Object		16	128			
		Process Schedulers & BIP 6 & 7	Virtual	2	8	64	40	32	600	NAS/Object		16	128			
		Elastic Search Servers 3 & 4	Virtual	2	8	64	40	32	40	NAS/Object		16	128			
		Public MT - RPS 6 & 7	Virtual	2	8	64	40	32	40	NAS/Object		16	128			
		DB Servers 7,8 & 9	Physical	3	8	64	40	32	500	SAN/Block		2048	24	192	1	
Utility Server	Launch App Designer, SQL Developer	Windows Server 2012 R2	Virtual	1	8	64	40		500				8	64		
PTF Client	Record and execute PTF scripts	Windows Server 2012 R2	Virtual	1	8	64	40		500				8	64		

General Requirements Instructions

The light blue shaded cells indicate information Vendors are expected to provide. The description cells should be limited to 300 words or less. Additional information can be provided beyond what is included in the worksheet descriptions or answers. The additional information must be referenced in the specific Rows of appropriate data can and should be added. Columns should not be added without Various requirements are worded differently for the sake of clarity. Regardless of the wording and unless otherwise specifying the requirement "Should.....", each requirement should be interpreted to imply the "The System shall..." or "The Vendor shall" when determining response codes for "PeopleSoft HCM 9.2 Ability to Satisfy" and "Vendor Vendors must add notes for any requirements that will require significant additional costs

Key Definitions

Shall: When used to describe a requirement, it denotes an important requirement that needs to be fulfilled by a future state HR/Payroll SYSTEM.

Should: When used to describe a requirement, it denotes a nonessential requirement that state desires to be fulfilled by a future state HR/Payroll SYSTEM.

Configuration: The ability to apply business logic through the use of native tools or screens and without the need for coding or code-like development. Configuration should be accomplished by functional resources without the need for programming experience.

Customization: The modification or extension of software through coding or code-like development to meet the specific needs of the state. A customization must be fully

Vendor: The primary implementer who will be responsible for their products and services as well as Vendor-Partner products and services.

Vendor-Partner: A partner of the Vendor who will provide products or services and be managed and contracted by the Vendor.

Third-Party: A partner of the Vendor who will provide products or services and be managed and contracted through the state.

Solution: PeopleSoft HCM 9.2

Vendor Response Codes - PeopleSoft HCM 9.2 Ability To Satisfy

F = Requirement will be fully satisfied through Configuration of currently licensed Solution
FN = Requirement will be fully satisfied through Configuration of unlicensed Solution
P = Requirement will be partially satisfied through Configuration of currently licensed

PN = Requirement will be partially satisfied through Configuration of unlicensed Solution
X = Requirement will not be satisfied through Configuration of Solution functionality.
* Vendor explanation required for all Vendor Response Codes except "F"

Vendor Response Codes - Vendor Ability To Satisfy

F = Requirement will be fully satisfied by Vendor through Configuration of currently

FC = Requirement will be fully satisfied by Vendor Customization of Solution. The State has the goal of having as few Customizations as possible.

FTP = Requirement will be fully satisfied by Vendor implementation of Third-Party products or services. The State has the goal of having as few Third-Party products or

FN = Requirement will be fully satisfied through Vendor Configuration of currently unavailable Solution functionality that will be available to meet the appropriate

P = Requirement will be partially satisfied by Vendor through Configuration of currently

PCTP = Requirement will be partially satisfied by Vendor Customization of Solution or Vendor implementation of Third-Party products or services.

X = Requirement will not be satisfied by Vendor and is not included in the proposal.

* Vendor explanation required for all Vendor Response Codes except "F"

Brief Functional Requirements Worksheet Descriptions

Functional Requirements - Most of the worksheets are focused on major human resources and payroll processes and sub-processes that are defined in Attachments I and J. Vendors

Reports and Forms Information - The final two worksheets contain information for our

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Attachment F2 - Technical Proposal - Functional Requirements Workbook

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-001	Personnel Administration	Employee Demographics		Store and retrieve employee data in numerous individual and aggregated employee group formats for such purposes as affirmative action, employee suggestion program, FMLA, FLSA and EEO-4 reporting, grievances, disciplinary actions, compensation, staffing and employee training history and skills bank, and classification.	F	F	
FRPR-002	Personnel Administration	Employee Demographics		Track employee-related information, including employee demographics and chronological history of employment.	F	F	
FRPR-003	Personnel Administration	Employee Demographics		Track non-employee groups including contract workers, work study, interns, inmate workers, patient workers, per-diem board members, higher education employees, and other non-employees.	F	F	
FRPR-004	Personnel Administration	Employee Demographics		Track work county and changes to work county.	F	F	
FRPR-005	Personnel Administration	Employee Demographics		Designate any agency/state defined group of employees as confidential and restrict access accordingly.	P	P	This will be met by security and a repurposed field to indicate confidentiality.
FRPR-006	Personnel Administration	Employee History		Access employee profile information contained in the employee record information based on point-in-time historical date.	F	F	
FRPR-007	Personnel Administration	Employee History		Track employee history and change transactions associated with any personnel or status change for the employee.	F	F	
FRPR-008	Personnel Administration	Employee History		Track multiple hire dates and aggregate multiple periods of state service to calculate service time and accommodate transfer of service credits from other government entities.	F	F	
FRPR-009	Personnel Administration	Employee History		Track "at risk" status for employees in jeopardy of losing their position (because position is going away, or employee performance).	F	F	
FRPR-010				Provide for the setup and tracking of different employee groups within the 3 branches of the state: a. Legislature 1. House 2. Senate 3. Legislative Services (LSA) 4. Senate Staffers 5. House Staffers 6. Lay members 7. Attorneys on contract b. Judicial 1. Supreme 2. Appeals 3. Tax c. Executive	F	F	
FRPR-011	Personnel Administration	Employee Maintenance		Generate a unique and permanent employee ID, link the ID to an employee SSN for new employees; and be able to use the original employee ID number, record and data for rehired employees. Additionally link to Legacy employee ID for agencies using employee ID in their legacy systems.	F	F	
FRPR-012	Personnel Administration	Employee Maintenance		Automatically produce an email message to the employee verifying personnel data or other changes for certain events as defined by the state/agency with the ability to override the production of the email message on individual transactions.	F	F	

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-013	Personnel Administration	Employee Maintenance		Control employee data changes, including what may be changed, who can make changes, and time and date tracking of when and by whom changes are made.	F	F	
FRPR-014	Personnel Administration	Employee Maintenance		Link key fields to be updated associated with a specific type of personnel action (e.g., change from part-time employee to full-time employee, contract employee to state employee, requires other data to be updated).	F	P	The delivered application may be configured to meet this requirement based on personnel actions; however, customization may be required to accommodate "other data to be updated". Need more clarity on what other data would need to be updated.
FRPR-015	Personnel Administration	Employee Maintenance		Maintain and support all basic employee data through the life of the employee's employment with the state and beyond date of separation (i.e., beginning with the individual's application through hiring, promotions, transfers, job changes and other personnel events, along with inquiry capabilities beyond date of separation/retirement).	F	F	
FRPR-016	Personnel Administration	Employee Maintenance		Enter and maintain history of appointment and employment actions for a single employee for any given transaction type.	F	F	
FRPR-017	Personnel Administration	Employee Maintenance		Enter and maintain history of state/agency-defined personnel actions taken by the state, agency, or employee.	F	F	
FRPR-018	Personnel Administration	Employee Maintenance		Transfer employees between agencies with all historical data for the employee accessible to the new organization.	F	F	
FRPR-019	Personnel Administration	Employee Maintenance		Transfer employees within their agency and between agencies on any day of the month and provide accurate pay calculations and benefit deductions.	F	F	
FRPR-020	Personnel Administration	Employee Maintenance		Assign and track state-issued property to an employee.	F	F	
FRPR-021	Personnel Administration	Employee Maintenance		Track the return of state-issued property and non-property items such as id/security badge, purchase card, and other State equipment.	F	F	
FRPR-022	Personnel Administration	Employee Maintenance		Calculate critical dates based on the employee status and the effective date of the transaction (e.g., end of probationary period, Visa, etc.).	F	F	
FRPR-023	Personnel Administration	Employee Maintenance		The system should provide the ability to track license renewal dates, dates and results for physical examinations required for license issuance/renewal, and drug testing dates, locations, and results for each employee required to obtain and maintain a CDL under U.S. DOT regulations for performance of job duties. Drug testing and physical exam results contain PII and PHI, so appropriate security must be maintained.	F	F	
FRPR-024	Personnel Administration	Employee Maintenance		The system should provide the ability to track drug testing dates, locations, and results for each employee whose position is designated as a TDP (Testing Designated Position) in accordance with state policy. Drug testing results contain PII and PHI, so appropriate security must be maintained.	X	PCTP	A position field would be re-purposed to mark it as Testing Designated Position. Security would be configured. A customization would be needed to capture drug testing results. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-025	Personnel Administration	Employee Maintenance		The system should provide the ability for ongoing background checks (including those required by IRS Publication 1075 and by state policy for school employees), driver's license validation, finger print requirements, and other testing as required based on the job classification or position and track the results of each.	X	PCTP	A customization would be required to load and store finger printing and background check information. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-026	Personnel Administration	Employee Maintenance		Identify employee population based on different selection criteria for mass change.	F	F	

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-027	Personnel Administration	Employee Maintenance		Link spouses when both work for the state.	X	PCTP	A field would need to be included in Job Data to link emplid with relative emplid. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-028	Personnel Administration	Employee Maintenance		Store multiple service start and end dates used to calculate service time. Service credits are based on a minimum number of hours paid, including leave hours paid. Based on service credit requirements as defined by the state.	F	F	Service Dates would be maintained in HR, however a custom program would be required to adjust service time based on unpaid leave.
FRPR-029	Personnel Administration	Employee Maintenance		Identify ADA reasonable accommodation and effect for individuals and track across employment moves to other agencies, with the ability to attach supporting documents. Ensure security-role assignment for these individuals includes accessibility indicator to provide appropriate user settings to accommodate screen readers, JAWS, ZoomText, etc.	F	F	
FRPR-030	Personnel Administration	Employee Maintenance		Allow employees to complete acknowledgement statements for training statement and expectations, policy acknowledgements, user system agreements, etc.	F	F	Onboarding functionality can accommodate this and checklist functionality.
FRPR-031	Personnel Administration	Employee Maintenance		Generate exit surveys for employees separating from the state.	F	F	
FRPR-032	Personnel Administration	Employee Maintenance		System provides the ability to cancel future-dated transactions.	F	F	
FRPR-033	Personnel Administration	Employee Maintenance		System provides an ability to configure and apply data entry defaults in compliance with rulings, state law, Federal requirements, state Administrative Code, and state Policies & Procedures.	X	PCTP	The ability to defaults values may be delivered through Page configurator. If the defaults are variable or derived this would require a customization to the page. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-034	Personnel Administration	Employee Maintenance		System provides the ability to define the order in which multiple effective dated employee changes will be made.	F	F	
FRPR-035	Personnel Administration	Inquiry and Reporting		Analyze employment event history and trends, including hiring, retention, evaluation ratings, and upward mobility.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRPR-036	Personnel Administration	Inquiry and Reporting		Access standard reports which will include selection criteria based on such data items as employee class, status, organization, date ranges, etc.	X	PCTP	Standard reports or queries would need to be defined and would require effort to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRPR-037	Personnel Administration	Inquiry and Reporting		Produce headcount reports at any personnel demographic and for user designated time periods.	F	PCTP	Standard reports or queries would need to be defined and would require effort to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRPR-038	Personnel Administration	Inquiry and Reporting		Produce management reports, including employment trends, workforce planning, retirement impacts, FMLA participants, reporting for financial management circulars (part time and intermittent).	F	PCTP	Standard reports or queries would need to be defined and would require effort to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-039	Personnel Administration	Inquiry and Reporting		Report on targeted groups to review disciplinary, discharge, and layoff actions.	F	PCTP	Standard reports or queries would need to be defined and would require effort to meet this requirement. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.
FRPR-040	Personnel Administration	Inquiry and Reporting		Produce federally required EEO-4 Reporting with ability to reflect data in various ways, e.g., by branch, agency, organization, business unit.	F	PCTP	Standard reports or queries would need to be defined and would require effort to meet this requirement. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.
FRPR-0421	Personnel Administration	Length of Service		Generate reports and notifications for forthcoming length of service events.	X	PCTP	We would need more clarity to estimate the specific service events. Accenture has included a bucket of hours for reports and notifications that may be used to meet this requirement.
FRPR-042	Personnel Administration	Length of Service		Track and maintain a comprehensive longevity program for state service, including allowing for breaks in service.	X	PCTP	Break in service would require a customization to reduce longevity date in accordance to the amounts of months on leave. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-043	Personnel Administration	Safety and Workers Comp		Accept information from Worker's Comp Third Party Administrator about injury/illness event.	X	PCTP	Removed per State of Indiana BAFO Request sent 10/21/2019 This would require a custom interface. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-044	Personnel Administration	Safety and Workers Comp		Report/forecast costs associated with a workers comp claim and financial impact.	X	PCTP	Removed per State of Indiana BAFO Request sent 10/21/2019 Report or ad-hoc query would meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRPR-045	Personnel Administration	Safety and Workers Comp		Capture costs associated with workers comp impact (or integration to financials for projected costs).	F	F	
FRPR-046	Personnel Administration	Safety and Workers Comp		Enter, submit and track first reports of illness or injury, and all subsequent actions related to the injury or illness.	F	F	
FRPR-047	Personnel Administration	Safety and Workers Comp		Track permanent and temporary work restrictions based on doctor orders, or ADA restrictions.	F	F	
FRPR-048	Personnel Administration	Safety and Workers Comp		Process temporary partial disability assignments, including adjustment to employee work schedule.	F	F	
FRPR-049	Personnel Administration	Security		Automatically delete security access to the system as employees are separated from state service based on date and trigger notifications to other state systems, external systems, and state business areas.	F	F	

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FRPR-050	Personnel Administration	Security		Optionally suspend security access to the system for employees on suspension or disciplinary leave or on leave runout before termination.	F	F	
FRPR-051	Personnel Administration	Security		Automatically set up default security access to the system as employees are hired based upon established security roles and functions.	F	F	
FRPR-052	Personnel Administration	Self Service		Allow employees to update selected parts of employee's record (e.g., address, marital status change, change in dependents, withholdings, benefits enrollment or benefit changes, name changes, direct deposit, etc.) via Self Service. Employee ability to make Self Service changes may be controlled by organizational unit, employee group, and other flexible, state/agency-defined criteria. State requires multi-factor authentication for employee access via ESS to make changes to bank data, tax data, dependent data, etc. Name changes typically must be submitted to agency HR and/or SPD in order to provide appropriate documentation for validation. This also typically applies to any requested qualifying event changes. If employee is permitted to request, they are submitted via workflow to the appropriate approvers prior to the changes being committed to the system.	F	PCTP	Multifactor authentication would need to be provided by the State or a custom html code will need to be embedded to allow CAPTCHA in the signon page as a multifactor security layer. We would provide guidance to the State Security team to meet this requirement.
FRPR-053	Personnel Administration	Self Service Reporting		Generate reporting for ESS Self Service employee address changes to determine if employee tax changes (state or county) are required as a result of the address change.	X	PCTP	Query Report would be created to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRPR-054	Personnel Administration	Self Service		Notify employee of required supporting documentation and the process for submitting required documents (varies by organizational unit, employee group, etc.).	F	F	
FRPR-055	Personnel Administration	Self Service		Allow employees to request verification of employment, including the production of letters to send to third parties.	F	F	
FRPR-056	Personnel Administration	Skills Inventory		Allow for employees to self-identify interest levels and self-assessed proficiency levels for specified skills.	F	F	
FRPR-057	Personnel Administration	Skills Inventory		Codify skills including agency-defined text fields.	F	F	
FRPR-058	Personnel Administration	Skills Inventory		Establish licensure, certification and registration requirements, including hours required per agency/state specified period.	F	F	
FRPR-059	Personnel Administration	Skills Inventory		Track skill requirements, competencies and qualifications stored for a job class or position.	F	F	
FRPR-060	Personnel Administration	Skills Inventory		Allow employees to review required skills needed for job classification or position and identify skills or training they may need to be qualified.	F	F	
FRPR-061	Personnel Administration	Skills Inventory		Track employees whose position require a licensure or certification and are required to maintain continuing education (CE) to retain that licensure and notify HR of the pending expiration.	F	F	

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FRPR-062	Personnel Administration	Workflow		Have entry and approval routing of personnel transactions, including an ability to apply future-dated transactions based on their effective date.	F	F	There are personnel transactions that have workflow built in with PeopleSoft 9.2, including Position request, Hire, Name Change and others. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-063	Personnel Administration	Workflow		Flag employees that require scheduled personnel actions (e.g., performance evaluations, service recognition, semi-automatic pay adjustments, and annual pay increments) and generate notification to appropriate personnel (e.g., employee, supervisor, organization unit leader) based on state/agency-defined criteria.	F	F	There are personnel transactions that have workflow built in with PeopleSoft 9.2, including Position request, Hire, Name Change and others. Custom workflow may be required to flag employees in the future for scheduled transactions.
FRPR-064	Personnel Administration	Workflow		Have a notification when an employee is reaching certain hour limits or activities such as: FMLA limits, comp time thresholds, probation period ending, vacation max, on call time when someone is close to 40 hours, etc.	F	F	
FRPR-065	Personnel Administration	Workforce Planning		Conduct workforce supply analysis to help assess whether the state has the workforce skills to meet the future demands, including analysis based on gender, age, ethnicity, disability, projected retirements, and seniority.	F	PCTP	A custom set of reports would be required to perform this analysis. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-066	Personnel Administration	Workforce Planning		Create multiple, future organizational models based on program changes, anticipated work volumes, organization / position changes, historical trends, planned retirements, workforce skill mix, and workforce demands.	X	PCTP	An Organizational Model Report would be created using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRPR-067	Personnel Administration	Workforce Planning		Model specific workforce transition actions such as organization structure changes, retention programs, succession plans, recruitment plans, career and leadership development plans, training, and employee performance measures.	X	PCTP	Integration between SuccessFactors and PeopleSoft would be needed to meet this requirement within the data warehouse. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.
FRPR-068	Personnel Administration	Workforce Planning		Analyze workforce gaps comparing projected workforce skill mix (from historical trends and progression history) with future anticipated workforce needs.	X	PCTP	A workforce report will be created using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.
FRPR-069	Personnel Administration	Workforce Planning		Analyze workforce supply factors such as retirement eligibility, recruitment and retention trends, turnover trends, and workforce skill requirements.	X	PCTP	Integration between SuccessFactors and PeopleSoft would be needed to meet this requirement within the data warehouse. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.

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FRPR-070	Personnel Administration	Workforce Planning		Provide ability to produce workforce planning reports to reflect: feeder groups / positions across organizational units, retirement vulnerability assessment comparing projected retirements by fiscal year by job class and org. unit, workforce development plans by organization unit that compare to strategic goals and objectives, workforce gap analysis illustrating projected skill mix vs. skill requirements, workforce supply analysis comparing agency job classifications and age demographics by business function, workforce supply analysis comparing agency job classifications and seniority demographics by business function, workforce turnover analysis by demographic, organization unit, job class and reason category, etc.	X	PCTP	Integration between SuccessFactors and PeopleSoft would be needed to meet this requirement within the data warehouse. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.
FRPR-071	Personnel Administration	New Hire/Rehire		Ability to identify former employees.	F	F	
FRPR-072	Personnel Administration	New Hire/Rehire		Retrieve leave balances from previous employment for rehires.	F	F	
FRPR-073	Personnel Administration	New Hire/Rehire		Utilize original PeopleSoft ID for rehires.	F	F	
FRPR-074	Personnel Administration	New Hire/Rehire		Generation of PeopleSoft ID's for new hires based on current state format.	F	F	
FRPR-075	Personnel Administration	New Hire/Rehire		Allow employees to complete W4 forms online via self service.	F	F	
FRPR-076	Personnel Administration	New Hire/Rehire		Allow employees to elect online W-2s via self service.	F	F	
FRPR-077	Personnel Administration	New Hire/Rehire		Link spouses and children when they all work for the state.	F	F	
FRPR-078	Personnel Administration	New Hire/Rehire		Retrieve payroll history when rehiring an employee within the same calendar year.	F	F	
FRPR-079	Personnel Administration	New Hire/Rehire		Enter an employees salary in a hourly, daily, bi-weekly, monthly and/or bi-annual amount.	F	F	
FRPR-080	Personnel Administration	New Hire/Rehire		Allow new hires the ability to enroll in direct deposit using self service.	F	F	
FRPR-081	Personnel Administration	New Hire/Rehire		Allow new hires the option to accept Direct Deposit and provide bank information using self service. If not, system must acknowledge employee did not accept direct deposit, default as pay card election and provide employee acknowledgement requirement with short and long form fee schedules as required by Federal CSPB Ruling effective 04/19.	F	PCTP	Self Service will allow for employee enrollment in Direct Deposit. Paycard enrollment would be a custom if not provided by the clearing bank to all employees that do not choose direct deposit. Need more clarification.
FRPR-082	Personnel Administration	New Hire/Rehire		Receive payroll notifications when salary changes have been initiated and approved in HCM.	F	F	
FRPR-083	Personnel Administration	New Hire/Rehire		Pay employees hired via Success factors in OPS.	X	FC	This would require an inbound interface from SuccessFactors to Oracle PeopleSoft (OPS).
FRPR-084	Personnel Administration	New Hire/Rehire		Allow employees to enter time into OPS T&L for payroll processing.	F	F	
FRPR-085	Personnel Administration	New Hire/Rehire		Ability to generate a paper check for new hires who do not elect to enroll in direct deposit for their first check.	F	F	

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FRPR-086	Personnel Administration	New Hire/Rehire		Ability to generate a notification to employees who elect stop direct deposit at any point.	F	F	
FRPR-087	Personnel Administration	New Hire/Rehire		Ability to generate a pay card for new hires who do not enroll in direct deposit by their second pay period.	X	X	The ability to generate a pay card will reside with the bank acting as the clearing house. The ability to add pay card numbers to the direct deposit records of the employee is delivered.
FRPR-088	Personnel Administration	New Hire/Rehire		Allow New Hire information to be mass uploaded when hiring more than 10 people at the same time.	F	F	
FRPR-089	Personnel Administration	New Hire/Rehire		Allow AOS payroll to receive notification of a new hire prior to payroll processing.	F	F	
FRPR-090	Personnel Administration	New Hire/Rehire		Allow AOS payroll to review and confirm required information for payroll processing prior to payroll run.	F	F	
FRPR-091	Personnel Administration	New Hire/Rehire		Allow AOS payroll to process benefit deductions for new benefit enrollments for new hires.	F	F	
FRPR-092	Personnel Administration	New Hire/Rehire		Allow AOS payroll to pay employees based on their hourly, bi-weekly salary, per-diem, or bi-annual pay rates.	F	F	
FRPR-093	Personnel Administration	Termination		Track employees who are eligible for rehire at the time of termination.	F	F	
FRPR-094	Personnel Administration	Termination		Verify address at time of termination.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRPR-095	Personnel Administration	Termination		Allow employees to change address after termination by submitting request to agency HR.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRPR-096	Personnel Administration	Termination		Allow one mailing address for each employee to ensure HR and Payroll has the same address at all times.	F	F	
FRPR-097	Personnel Administration	Termination		Ability to retrieve vacation time that is eligible for payout at the time of termination.	F	F	
FRPR-098	Personnel Administration	Termination		Ability to determine Retiree Leave Conversion eligibility at the time of termination.	F	F	
FRPR-099	Personnel Administration	Termination		Ability to pay employee in the next regular payroll cycle following termination.	F	F	
FRPR-100	Personnel Administration	Termination		Ability to process adjustments on a terminated employee.	F	F	
FRPR-101	Personnel Administration	Termination		Allow the termination effective date to be the day after the employees last day of work.	F	F	
FRPR-102	Personnel Administration	Termination		Ability to terminate employee benefits as designated by SPD benefit rules based on payment deduction schedule.	F	F	
FRPR-103	Personnel Administration	Transfer		Ability to transfer employee payroll deductions and balances when employee transfer is within the same EIN.	F	F	
FRPR-104	Personnel Administration	Transfer		Ability to transfer employee leave balances taken and available, along with any pending accrual when employee transfers within the same EIN.	F	F	

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FRPR-105	Personnel Administration	Transfer		Ability to retain employee employment history in departing department, business unit, etc. for historical reference.	F	F	
FRPR-106	Personnel Administration	Transfer		Ability to generate one W2 when an employee has transferred from BU to another during the year for the same EIN.	F	F	
FRPR-107	Personnel Administration	Transfer		Allow an employee to be transferred between two state agencies within the same EIN.	F	F	
FRPR-108	Personnel Administration	Transfer		Allow an employee to be transferred between two state agencies with different EINs.	F	F	
FRPR-109	Personnel Administration	Transfer		Track comp time by Business Unit(BU).	F	F	
FRPR-110	Personnel Administration	Transfer		Incoming agency has the ability to initiate the transfer process.	F	F	
FRPR-111	Personnel Administration	Transfer		Ability to make transfers effective on or after the effective date of the Transfer.	F	F	
FRPR-112	Personnel Administration	Transfer		Ability to enter transfers in the system prior to effective date.	F	F	
FRPR-113	Personnel Administration	Transfer		Ability to assign new "Reports To" in new department when transferring.	F	F	
FRPR-114	Personnel Administration	Transfer		Ability to generate new time sheet in the new department when transferring an employee from one BU to another, even if the employee's EIN changes.	F	F	
FRPR-115	Personnel Administration	Transfer		Ability to pay employees who transfer mid-pay period.	F	F	
FRPR-116	Personnel Administration	Transfer		Ability to payout any accrued comp time, with appropriate workflow approvals and rules applied, when an employee transfers to another BU.	P	PCTP	A new workflow approval would be required to approve Time Accrual. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-117	Personnel Administration	Integration		Vendor shall ensure that any component interfaces needed for mass loads of employee data are configured and able to be used by SOI	F	PCTP	The delivered Mass Change functionality may address most of the State's employee data uploads. A customization may be required if the State has requested loading data to tables that are not supported by the Mass Upload.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRCC-001	Classification and Compensation	Classification / Reviews / Audits		Have salary schedules be maintained by job classification or as defined in state statute and maintain effective dates to allow for future adjustments.	F	F	
FRCC-002	Classification and Compensation	Classification / Reviews / Audits		Establish a hierarchy of Job Category - Job Class - Position.	F	F	
FRCC-003	Classification and Compensation	Classification / Reviews / Audits		Facilitate audit of job class and /or position descriptions based on agency or state-defined criteria.	F	F	
FRCC-004	Classification and Compensation	Classification / Reviews / Audits		Identify whether the job class is a new or replacement class when a reclassification is performed.	F	F	
FRCC-005	Classification and Compensation	Classification / Reviews / Audits		Maintain a complete history associated with all review/audit activities.	F	F	
FRCC-006	Classification and Compensation	Classification / Reviews / Audits		Track job classification audits and notify agency HR representatives and (optionally) position incumbents potentially impacted by changes based on agency or statewide criteria.	F	F	
FRCC-007	Classification and Compensation	Classification / Reviews / Audits		Enter and maintain history of all personnel actions (e.g., reclassification, reallocation) by agency or state-defined criteria.	F	F	
FRCC-008	Classification and Compensation	Classification / Reviews / Audits		Track layoff and furlough decisions made pursuant to IC 4-15-2.2-40.	X	PCPT	Page and record would be added to Labor Administration tracking page to meet this requirement. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRCC-009	Classification and Compensation	Classification / Reviews / Audits		Calculate a retention point (order for layoffs) which equals service time (credited state service (hours worked or hours paid)) x evaluation ratings mathematical equivalent.	X	PCPT	Removed per State of Indiana BAFO Request sent 10/21/2019 Labor Administration would track retention point but field would need to be repurposed to account for the mathematical calculation. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRCC-010	Classification and Compensation	Classification / Reviews / Audits		Track historical usage of class specifications for both incumbents and vacancies. (e.g., classes not used or vacant for a period of time). Reporting must also exist.	F	F	
FRCC-011	Classification and Compensation	Classification / Reviews / Audits		Track results of classification action reviews including approved as submitted, pending or denied by reclassification or reallocation with reporting capability based on state-defined criteria.	F	F	
FRCC-012	Classification and Compensation	Inquiry and Reporting		Analyze components of employee compensation by agency or state-defined criteria.	F	F	
FRCC-013	Classification and Compensation	Inquiry and Reporting		Calculate aggregated classification statistics for an agency-defined time period.	X	PCPT	A query Report would be created to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.

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FRCC-014	Classification and Compensation	Inquiry and Reporting		Generate compensation reports (e.g., mean salary, standard deviations, pay schedule, positions, occupational groups) by employee characteristics.	X	PCPT	A query Report would be created to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRCC-015	Classification and Compensation	Inquiry and Reporting		Project annual salary (gross and net) and benefit costs for the year by agency and/or state-defined criteria.	X	PCPT	A query Report would be created to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRCC-016	Classification and Compensation	Inquiry and Reporting		Support "what if" analysis on proposed classification and/or compensation changes by organization unit, classification. Include analysis of organization modeling impacts.	X	PCPT	A "what if" analysis report would be created using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRCC-017	Classification and Compensation	Inquiry and Reporting		Track actual costs and benefits of each employee, including regular salary and wages, and all state paid costs by the various groups such as organizational unit, fund, budget unit field, or other chart of accounts fields.	F	F	
FRCC-018	Classification and Compensation	Inquiry and Reporting		Report on compensation and class changes (within or across agencies) for all employees or specific groups, job classes, positions, etc., with drill down capabilities to an individual.	F	F	
FRCC-019	Classification and Compensation	Inquiry and Reporting		Report monthly on Job Codes (Active and Inactive).	F	F	
FRCC-020	Classification and Compensation	Inquiry and Reporting		Position Allocation Reporting	F	F	
FRCC-021	Classification and Compensation	Inquiry and Reporting		Average Salary Reporting	F	F	
FRCC-022	Classification and Compensation	Inquiry and Reporting		Monthly reporting of Reclasses; Staffing Reports by Division, Business Unit, or any other org-related or position-related data as desired	F	F	
FRCC-023	Classification and Compensation	Inquiry and Reporting		Vacancy Reporting	F	F	
FRCC-024	Classification and Compensation	Inquiry and Reporting		Mismatch Reporting - Table updates/maintenance reporting to ensure all table values are in sync.	F	P	Audit tables may be turned on to track updates and report on them. We would recommend evaluating which tables need to be audited given the impact to the overall system performance.
FRCC-025	Classification and Compensation	Inquiry and Reporting		Ability to easily access, query, report, and/or extract data for ad-hoc reporting capabilities, including but not limited to, Location Codes (e.g., Governor's Office Query).	F	F	
FRCC-026	Classification and Compensation	Inquiry and Reporting		Ability to easily generate organizational charts based on state/agency-defined criteria	F	F	
FRCC-027	Classification and Compensation	Inquiry and Reporting		Provide Bonus Reporting to be made available after each payroll showing any bonuses paid, agency, employee, position, amount, discretionary/non-discretionary and any other relevant data element identified by Class and Comp	F	F	
FRCC-028	Classification and Compensation	Pay Rate Maintenance		Designate a "policy" rate (a rate set between minimum and maximum). Policy rate is the range spread between min and max for each classification.	F	F	
FRCC-029	Classification and Compensation	Pay Rate Maintenance		Determine eligibility for salary increases by agency and/or state-defined criteria.	F	F	
FRCC-030	Classification and Compensation	Pay Rate Maintenance		Generate additional pay based on agency and or stated-defined criteria.	F	F	
FRCC-031	Classification and Compensation	Pay Rate Maintenance		Maintain multiple salary structures (annually or hourly) with minimum, maximum and policy rate by grade, and allow exclusions for non-classified agencies and positions.	F	F	
FRCC-032	Classification and Compensation	Pay Rate Maintenance		Provide ability to mange multiple step rate plans to support individual agency needs.	F	F	

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FRCC-033	Classification and Compensation	Pay Rate Maintenance		Allow for Job Classification/Job Family to have some Job Codes assigned to grades and other Job Codes assigned to steps.	F	F	
FRCC-034	Classification and Compensation	Pay Rate Maintenance		Store salary data for agency-defined employee groups.	F	F	
FRCC-035	Classification and Compensation	Pay Rate Maintenance		Award a permanent increase for employees in a position below a specified comp (hourly rate/policy rate) ratio (i.e. 80 % of compa ratio).	F	F	
FRCC-036	Classification and Compensation	Pay Rate Maintenance		Create "What-if" modeling for schedule changes, etc.	X	PCPT	A "what if" analysis report would be created using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRCC-037	Classification and Compensation	Pay Rate Maintenance		Process mass changes for the purpose of changing salaries (e.g., MAP increase based on performance rating, job classification surveys).	F	F	
FRCC-038	Classification and Compensation	Pay Rate Maintenance		Retain previous salary, hours data and effective dates for use when calculating retroactive pay adjustments.	F	F	
FRCC-039	Classification and Compensation	Pay Rate Maintenance		Maintain salary tables with hourly grade and step rates and allow exclusions for non-exempt positions.	F	F	
FRCC-040	Classification and Compensation	Pay Rate Maintenance		Annual pay increases(Pay-For-Performance, PFP) submitted by agencies second biweekly pay period in February (timing could change based on effective date determined by the state); ensure increase fits within salary ranges (adjusted if necessary) for position salary table.	F	F	
FRCC-041	Classification and Compensation	Pay Rate Maintenance		Provide the ability to process salary adjustments individually or in mass change for a user-specified employee group or employees belonging to one or more organization units.	F	F	
FRCC-042	Classification and Compensation	Workflow		Maintain agency-defined approval mechanisms for all compensation changes (e.g., base rate, additional pay) and classification changes (e.g., reclassification, reallocation, request to fill) by any element of the organization structure.	F	F	
FRCC-043	Classification and Compensation	Workflow		Route all compensation changes to designated agencies for awareness/approval.	F	F	
FRCC-044	Classification and Compensation	Workflow		The State of Indiana's existing SHC (Strategic Hiring Committee) Workflow must be replicated in HCM 9.2.	F	F	
FRCC-045	Classification and Compensation	Workflow		Establish and configure a new workflow process to request/submit/approve (where applicable) bonuses, stipends, and/or awards.	F	F	
FRCC-046	Classification and Compensation	Workflow		Establish workflow capability that would allow movement of work (e.g., Job Classification (new or change)) back and forth between Class and Comp and SBA.	F	F	
FRCC-047	Classification and Compensation	Workflow		Ability to exempt Business Units (e.g., Judicial, Legislative) from process requirements, approvals, etc. where/when Class and Comp does not have approval authority or when designated by SBA as an exception. However, use of workflow may still be required to ensure consistency of processing and awareness for data processing and reporting.	P	PCPT	This would require a modification to existing workflow to account for this business process. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRCC-048	Classification and Compensation	Bonus/Stipends /Awards		Allow for discretionary and non-discretionary bonus types.	F	F	
FRCC-049	Classification and Compensation	Bonus/Stipends /Awards		Allow for variable compensation options including, but not limited to bonuses, stipends, and other awards.	F	F	
FRCC-050	Classification and Compensation	Mass Changes		Ability to make data changes, salary changes, etc. including but not limited to employees, positions, on 10 people or more at the same time.	F	F	
FRCC-051	Classification and Compensation	Salary Changes		Ability to adjust an employees salary above the maximum for the salary grade when designated approvals attained.	F	F	
FRCC-052	Classification and Compensation	Salary Changes		Allow changes to an employees salary not caused by a change in position.	F	F	
FRCC-053	Classification and Compensation	Salary Changes		Ability to hire an external candidate above the minimum salary range for the position's job classification.	F	F	
FRCC-054	Classification and Compensation	Salary Changes		Ability to maintain salary history for each employee.	F	F	

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FRCC-055	Classification and Compensation	Salary Changes		Ability to effective date all salary adjustments and changes.	F	F	
FRCC-056	Classification and Compensation	Salary Changes		Ability to future date salary adjustments and changes effective upon any date in the pay cycle.	F	F	
FRCC-057	Classification and Compensation	Salary Changes		Ability to track salary change reason.	F	F	
FRCC-058	Classification and Compensation	Salary Changes		Ability to upload Mass Salary Change in OPS9.2.	F	F	
FRCC-059	Classification and Compensation	Salary Changes		Allow salary changes to be future dated in OPS9.2.	F	F	
FRCC-060	Classification and Compensation	Job Codes		Ability to see and report against Job Code history - both Active and Inactive.	F	F	
FRCC-061	Classification and Compensation	Overtime		Must meet federal and state requirements for eligible non-exempt positions	F	F	
FRCC-062	Classification and Compensation	Overtime/Comp Time		Some agencies allow employees to elect comp or overtime pay. They can switch between these two elections, and this sometime occurs within the same pay week.	F	F	
FRCC-063	Classification and Compensation	Overtime/Comp Time		With exception approval by SPD Class and Comp and SBA, some agencies are approved for the fiscal year to pay straight time overtime to exempt employees for time worked over 40 hours if they are working on designated projects, specialty assignments or in designated positions.	F	F	
FRCC-064	Classification and Compensation	Overtime/Comp Time		Automate process of quarterly payouts of Comp Time, to include any workflow approvals if necessary, as designated by the state	F	F	
FRCC-065	Classification and Compensation	Overtime/Comp Time		Exempt employees may not use more than 112.5 comp hours annually.	F	F	
FRCC-066	Classification and Compensation	Overtime/Comp Time		Eligible employees who are required to work on a holiday will be compensated for the hours worked and may opt to receive holiday pay or compensatory time off.	F	F	
FRCC-067	Classification and Compensation	Table Updates and Maintenance		Allow for Class and Comp to be able to directly maintain Class and Comp-related tables in lieu of requiring a ticket to be submitted to GMIS to facilitate the change.	F	F	
FRCC-068	Classification and Compensation	Integrations		Facilitate integrations of designated data elements including, but not limited to, Job Class, Grades, Steps, Pay Plans, etc. between PeopleSoft 9.2 and SuccessFactors.	X	FC	Inbound and outbound interfaces to SuccessFactors sending details of job and salary plan data would need to be developed to meet this requirement.
FRCC-069	Classification and Compensation	eComp		Utilize Alert framework – to provide alert indicators not just at cycle level but also employee level.	F	F	
FRCC-070	Classification and Compensation	eComp		Utilize Budget updates via e-Compensation to refresh process which allows eligibility and budget refresh for certain scenarios.	X	X	We do not recommend the implementation of eCompensation. May want to consider integration between the State's Budgeting System and Salary tables to evaluate specific scenarios.
FRCC-071	Classification and Compensation	eComp		Provide capability for Pivot grid-based analytical reporting for reports such as Salary Analysis, Compensation Distribution, Compensation by Performance, Salary Increase by Performance, Cycle Tracking and Cycle Guideline Alert.	P	PCPT	This would be partially met by configuring Grid functionality.
FRCC-072	Classification and Compensation	Compensation Statement		Provide configuration and testing for the use of the Total Rewards and Compensation Statements for employees. (Multiple Modules)	F	F	Added new requirement FRCC-072 based on instructions from the State of Indiana in the BAFO Submission instructions 10/21/2019

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRBA-001	Benefits Administration	Inquiry and Reporting		Produce vendor reports that provide information on detailed and summary levels of various pertinent data regarding plans, participants, all employees, etc.	F	F	
FRBA-002	Benefits Administration	Inquiry and Reporting		Have online access to current and historical employee/participant information.	F	F	
FRBA-003	Benefits Administration	Inquiry and Reporting		Vendor shall provide the ability to produce annual premiums reports, including historical data, by plan and plan type.	F	F	
FRBA-004	Benefits Administration	Inquiry and Reporting		Report employees, not already authorized for benefits, who become eligible for either part time or full time benefits based on hours rules established, which includes ACA requirements, and report employees who have fallen below hours eligible for benefits.	F	F	
FRBA-005	Benefits Administration	Inquiry and Reporting		Track, monitor and report on utilization (eligible vs. participating) of benefit plans.	F	F	
FRBA-006	Benefits Administration	Inquiry and Reporting		Produce annual 1095 forms to include generation, print and distribution.	F	F	
FRBA-007	Benefits Administration	Inquiry and Reporting		Process corrections to 1095s and send updated files with corrections to include generation, print and distribution.	F	F	
FRBA-008	Benefits Administration	Inquiry and Reporting		1095s processing should account for employees working in multiple tax id entities in the same reporting period.	F	F	
FRBA-009	Benefits Administration	Inquiry and Reporting		Facilitate ACA transmittal submission and submission corrections.	F	F	
FRBA-010	Benefits Administration	Plan Administration		Vendor shall configure the system to support multiple versions of state-sponsored benefit plans based on effective dates and unique employee groups both within, and crossing, business units. Plans to include, but not be limited to, health, dental, life, retirement, Flexible Spending Account (FSA), and multiple supplemental plans.	F	F	
FRBA-011	Benefits Administration	Plan Administration		Vendor shall address missed benefit premiums (or other deductions) by creating an arrearage for missing premiums (employee and employer), and setup payment plans or one time payments for arrearage, with ability for employer to establish overrides.	F	F	
FRBA-012	Benefits Administration	Plan Administration		Track current and historical beneficiary information (including multiple beneficiaries per insurance product) visible to the insured and plan administrator.	F	F	
FRBA-013	Benefits Administration	Plan Administration		Track and report demographic and enrollment data for analysis of specific plans.	F	F	
FRBA-014	Benefits Administration	Plan Administration		Coordinate transfer of individuals between agencies, without having to re-enroll employees in benefits, with a current or future effective date.	F	F	
FRBA-015	Benefits Administration	Plan Administration		Send benefits enrollment confirmation indicating choices and associated information (e.g., levels of coverage, deduction amounts) to the participant.	F	F	
FRBA-016	Benefits Administration	Plan Costs		Accumulate plan costs by one or a combination of factors, such as: accounting distribution, benefit type, benefit plan, plan year, agency, vendor.	F	F	
FRBA-017	Benefits Administration	Plan Costs		Apply retroactive changes to plans and plan costs.	F	F	
FRBA-018	Benefits Administration	Plan Costs		Have a flexible means of calculating employee/agency premium costs or contribution amounts.	F	F	
FRBA-019	Benefits Administration	Plan Costs		Maintain employee and employer insurance premium cost, by plan year, for various type of insurance plans offered.	F	F	
FRBA-020	Benefits Administration	Plan Eligibility		Have flexible eligibility rule determination, eligibility events, and control of types of enrollment.	F	F	
FRBA-021	Benefits Administration	Plan Eligibility		Automatically generate notifications to participants based on certain events, with the ability to change ages and notifications in the future as needed.	F	F	
FRBA-022	Benefits Administration	Plan Eligibility		Override benefits eligibility requirements based on state-defined criteria.	F	F	
FRBA-023	Benefits Administration	Plan Eligibility		Have detailed notifications to employees of benefit eligibility when eligibility begins or changes and as part of the annual enrollment /transfer process.	F	F	
FRBA-024	Benefits Administration	Plan Eligibility		Have notification to designated parties, that employee's eligibility is beginning or changing.	F	F	
FRBA-025	Benefits Administration	Plan Eligibility		Determine employee's eligibility/ineligibility, enrollment effective/end dates, as well as premium amounts due from employee and/or employer.	F	F	
FRBA-026	Benefits Administration	Plan Eligibility		For employees on unpaid leave, provide the ability to continue state contributions to insurance benefits through the eligibility period.	F	F	
FRBA-027	Benefits Administration	Plan Eligibility		Track eligible hours to determine eligibility for benefits either due to eligibility requirements, or due to hours designated in a time frame (such as ACA lookback period).	F	F	
FRBA-028	Benefits Administration	Plan Eligibility		Define dates for look back period and stability period for Affordable Care Act.	F	F	
FRBA-029	Benefits Administration	Self Service		Allow employee/participant to access open enrollment and update benefits administration functions via self-service.	F	F	

FRBA-030	Benefits Administration	Self Service		Link to third party administrators or benefit providers as appropriate to provide detailed information as available.	F	F	
FRBA-031	Benefits Administration	Self Service		Vendor shall configure the system to allow for employee to initiate a qualifying event, and insure that all documentation is secure.	F	F	
FRBA-032	Benefits Administration	Vendor / Contract Administration		Transfer whole groups to new vendor coverage.	F	F	
FRBA-033	Benefits Administration	Vendor / Contract Administration		Track vendors compliance with contract performance guarantees.	X	X	Removed per State of Indiana BAFO Request sent 10/21/2019 This requirement cannot be met with PeopleSoft HCM. The State may want to consider a separate 3rd party Contracts performance tracking system to meet this requirement.
FRBA-034	Benefits Administration	Vendor / Contract Administration		Have analysis and what if capabilities for contract analysis purposes.	X	X	Removed per State of Indiana BAFO Request sent 10/21/2019 A "what if" analysis report on Vendor Contracts would need to be developed outside of PeopleSoft. Data related to enrollments and costs may be extracted from Indiana's existing data warehouse, but Contract data would not be captured.
FRBA-035	Benefits Administration	Workflow		Provide multi-step workflow for all benefits administration events (e.g. enrollment, qualifying event, stop coverage).	F	F	
FRBA-036	Benefits Administration	Workflow		Notify employees on or returning from leave of absence concerning benefit restrictions or limitations, and re-enrollment.	F	F	
FRBA-037	Benefits Administration	Ongoing Enrollment-related		Ability to provide new enrollments and or benefit change files to vendors.	X	FC	A custom interface would be needed to send information to third party vendors. Our understanding is that the State is already performing this function and that any changes would be limited.
FRBA-038	Benefits Administration	Open Enrollment		Ability to generate new benefits enrollment files to vendors.	X	FC	A custom interface would be needed to send information to third party vendors. Our understanding is that the State is already performing this function and that any changes would be limited.
FRBA-039	Benefits Administration	Open Enrollment		Ability to track new benefit deduction rates for the following year.	F	F	
FRBA-040	Benefits Administration	Open Enrollment		Allow employees the ability to indicate whether or not they use tobacco.	F	F	
FRBA-041	Benefits Administration	Open Enrollment		Ability to process benefit payroll deductions for legislators bi-annually based on dates defined by the state.	F	F	
FRBA-042	Benefits Administration	Open Enrollment		Ability to deduct benefit premiums in arrears.	F	F	
FRBA-043	Benefits Administration	Open Enrollment		Vendor shall configure the ability to identify and provide vendors with intervening event data (FSC, hires/terms, etc)	F	F	
FRBA-044	Benefits Administration	Open Enrollment		Vendor shall provide the ability to automatically terminate OE elections when an employee terms and active benefits term prior to Open Enrollment effective date.	F	F	
FRBA-045	Benefits Administration	Inquiry and Reporting		Vendor shall provide the ability to report employees with benefits who do not receive a paycheck or deductions are not taken	F	F	
FRBA-046	Benefits Administration	Inquiry and Reporting		Vendor shall provide the ability to identify early retiree eligibility	F	F	
FRBA-047	Benefits Administration	Inquiry and Reporting		Vendor shall provide the ability to identify employees out of pay status for 12 consecutive weeks in order to term benefits when not on an approved leave (ie FML, Military, etc)	F	F	
FRBA-048	Benefits Administration	Inquiry and Reporting		Ability to identify same employees when return from 12 or more consecutive weeks of unpaid leave.	F	F	
FRBA-049	Benefits Administration	Plan Eligibility		Vendor shall configure the system to adjust premiums for employees eligible for wellness discount.	F	F	
FRBA-050	Benefits Administration	Plan Eligibility		Vendor shall configure the system with the ability to enroll part-time or intermittent employees, if eligible per ACA	F	F	
FRBA-051	Benefits Administration	Plan Eligibility		Vendor shall configure the system to automatically indicate when an employee is eligible for the disability plan.	F	F	
FRBA-052	Benefits Administration	Plan Eligibility		Vendor shall configure the system to automatically update an employee eligibility for pre-tax basic life when the employee annual salary exceeds \$33,000.24	F	F	

FRBA-053	Benefits Administration	Plan Administration		Vendor shall configure the system to administer COBRA	F	F	
FRBA-054	Benefits Administration	Plan Administration		Vendor shall configure the system with the ability to allow employees to revoke non-tobacco use agreement.	F	F	
FRBA-055	Benefits Administration	Plan Administration		Vendor shall configure the ability to reconcile eligibility files to payroll deductions.	F	F	
FRBA-056	Benefits Administration	Plan Administration		Vendor shall configure ability to reconcile eligibility files to vendor payments.	F	F	
FRBA-057	Benefits Administration	Plan Administration		Vendor shall configure the ability for State to make employee and employer share of premiums on behalf of employees and appropriately address tax implications.	F	F	
FRBA-058	Benefits Administration	Plan Administration		Vendor shall enable the ability to load mass changes.	F	F	

Technical Proposal

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FRPY-001	Payroll	Annual Processing		Ability to accommodate multiple tax id entities (EINs): a. Bureau of Motor Vehicle (BMVC) b. State Museum c. State Lottery d. Indiana Public Retirement System (INPRS) e. State of Indiana	F	F	
FRPY-002	Payroll	Annual Processing		Ability to process transfers between different tax id entities without changing the employee id number, but producing multiple W2s at year end.	F	F	
FRPY-003	Payroll	Annual Processing		Produce quarterly 941 forms.	F	F	
FRPY-004	Payroll	Annual Processing		Produce annual 945 forms.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRPY-005	Payroll	Annual Processing	4.k.2	Process W-2s, duplicate W-2s, W-2Cs, including W-2s for current and multiple past years, with the ability to print by agency/department by employee.	F	F	
FRPY-006	Payroll	Annual Processing		Properly tax and issue final check and year-end for deceased employee. Final distribution produced in AP for prior year deceased employees (1099).	F	F	
FRPY-007	Payroll	Annual Processing		Produce a single W-2 for employees that work for more than one agency when the agencies have the same tax reporting id.	F	F	
FRPY-008	Payroll	Annual Processing		Produce multiple W-2s for employees that work for more than one agency when the agencies have different tax reporting ids.	F	F	
FRPY-009	Payroll	Annual Processing		Produce user-specified number of 'payfake' runs using actual hours submitted, generating gross-up and gross-to-net processing to support agency 'proofing' the payroll results for all on and off cycle payrolls.	F	F	
FRPY-010	Payroll	Annual Processing	4.K.2.A	Ability to generate an online year end checklist for internal payroll and external payroll use.	F	F	
FRPY-011	Payroll	Annual Processing	4.K.2.A	Integrate with AccuWage to test W2 files for compliance with EFW2/EFW2C specifications before submitting them to SSA.	F	F	
FRPY-012	Payroll	Annual Processing		Interface with state's revenue test site for testing year-end payroll reporting files to ensure compliance prior to final submission.	F	F	
FRPY-013	Payroll	Annual Processing	4.K.2.A	Create New Year Time Entry Schedule with all known accelerations (State and Bank Holidays) to be distributed to Agency Clerks, Operations and Applications.	X	FC	This would be met through a custom report with distribution based on role.
FRPY-014	Payroll	Annual Processing	4.K.2.A	Create monthly, quarterly and annual calendars for payroll and reporting purposes	X	FC	This would be met by query reports.
FRPY-015	Payroll	Annual Processing		Generate 1099's for tax reporting purposes for pension payment recipients paid from PeopleSoft 9.2. This includes INSP recipients and Governor's widows. (applies to INSP only)	F	F	
FRPY-016	Payroll	Annual Processing		Ensure all DOEs are mapped accurately to the new W-2 for tax reporting purposes	F	F	

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FRPY-017	Payroll	Annual Processing		Ensure appropriate data elements are mapped to the 1095 for ACA reporting purposes	F	F	
FRPY-018	Payroll	Compliance Reporting	4.K.1.A	Produce a weekly tax distribution report which summarizes taxes withheld by EIN used to calculate the Federal FICA and State/County taxes.	F	F	
FRPY-019	Payroll	Compliance Reporting	4.K.1.A	Ability to track county of residence to facilitate the monthly WH-1 filing by Payroll to Department of Revenue.	F	F	
FRPY-020	Payroll	Compliance Reporting	4.K.1.A	Track and identify employee's addresses by Indiana designated enterprise zones to facilitate the completion of the Schedule IT-40QEC .	X	FC	This would be met by a query report.
FRPY-021	Payroll	Compliance Reporting	4.K.1.A	Ability to use payroll data to complete the following forms/files, including but not limited to: a. Form 945, the Annual Return of Withheld Federal Income Tax form, used to report withheld federal income tax from nonpayroll payments, including distributions from qualified retirement plans. b. WH-3 (Annual Withholding Reconciliation Form) is a reconciliation of the monthly WH-1 forms filed for the 1099Rs for withholding on pension payments. c. GA-110 L claim forms to recoup overpaid taxes d. SSA-131 form – Employer Report of Special Wage Payments e. W2-C (W2 Corrections), W3-C (Summary of W2C's) and 941-X (required if W2-C's exists) forms f. Form 945 to IRS reporting Federal Income tax withheld for the monthly pension payments g. Form 720 is the quarterly Federal excise tax filed with the IRS h. Form 941 is the quarterly Federal tax return used to report income taxes, social security tax, or Medicare tax withheld from employee's paychecks to the IRS i. WH-1, the Indiana Withholding Tax Form filed monthly to the Department of Revenue for reporting the State and County taxes withheld for each State tax identification number	F	F	Removed FRPY-021 A and G only per State of Indiana BAFO Request sent 10/21/2019
FRPY-022	Payroll	Compliance Reporting		Ability to support Federal Rates for applicable positions as required.	F	F	
FRPY-023	Payroll	Compliance Reporting		Provide tax changes for Federal, State and Local.	F	F	
FRPY-024	Payroll	Compliance Reporting	4.K.1.A	Capture and maintain counties, and their corresponding tax rate, within the state of Indiana to facilitate state tax reporting	F	F	
FRPY-025	Payroll	Compliance Reporting	4.K.1.A	For WH1 filing, calculate the employees' county tax based on the rate corresponding to that Indiana county	F	F	
FRPY-026	Payroll	Audit and Controls		Produce a payroll proof list for each payroll with specified expected minimum and maximum hours and amounts by user-specified breakouts (agency, organizational unit, employee etc.).	F	F	
FRPY-027	Payroll	Audit and Controls		Produce a payroll proof list for each payroll with validations at field level for online and batch input.	F	F	

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FRPY-028	Payroll	Audit and Controls		Notify the Treasurer of State of the total number of deposits and total dollar amount of deposits for each pay date so that Treasurer can verify payroll account is adequately funded.	X	FC	This would be met by a query report.
FRPY-029	Payroll	Audit and Controls		Salaries for elected officials governed by IC 33-38-5-8.1(b). Also, annual salary increases for state-elected Officers and Judges are limited to the percentage of the increase equal to the average for state employees pay for performance increase for positions at the executive level for the prior year. This will determine the percentage applied for the next calendar year for elected Officers. These increases have different effective dates.	F	F	
FRPY-030	Payroll	Earnings		Provide for the setup and processing of the following types of pay: 1. Vacation Paid 2. Sick Paid 3. Personal Paid 4. Comp Paid 5. Special OT 6. Housing Allowance 7. Non taxable pension 8. Non taxable distribution (PGPP) 9. Non taxable disability distribution (PGPP) 10. Non taxable disability distribution (PGPP) 11. Supplement pension 12. Regular disability distribution 13. Regular pension distribution 14. Board Member Wages 15. Allowance (Americorps) 16. Negative Adjustment to Gross 17. Positive Adjustment to Gross 18. Special Pay 19. Special Pay (INNG) 20. AG Housing (INNG) 21. Performance Bonus 22. Governor's Bonus 23. Agency Spot Bonus 24. CPA Bonus 25. Judge Supplemental Tax 26. County Supplemental Wage	F	F	

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FRPY-031	Payroll	Deductions and Withholdings		Provide for the setup and processing of the following types of before tax deductions: 1. Conservation health E+SP PT 2. Conservation health E+Ch PT 3. State Police HVD SAP PT 4. Dependent Flexible Spending 5. Anthem Dental Single PT 6. Anthem Dental Fam PT 7. Anthem 2 Single PT 8. Anthem 2 Fam PT 9. Minnesota Life EE PT 10. State Police HVD E+1 PT 11. State Police HVD single PT 12. State Police HVD family PT 13. Conservation Health single PT 14. Conservation Health family PT 15. Medical Flexible Spending 16. Prosecuting Attorney retirement PT 17. Voluntary PERF PT 18. Voluntary TERF PT 19. Wellness Single PT 20. Wellness Family PT 21. State Police retirement PT 22. State Police retirement PT 23. Judges retirement 24. Subsistence PT 25. Service Purchase (State Police)	F	F	
FRPY-032	Payroll	Earnings		System accommodates additional pay coded in the following ways:	F	F	
FRPY-033				Flat rate	F	F	
FRPY-034				Percentage of base	F	F	
FRPY-035				Based on other combinations of base rate and additional pay	F	F	
FRPY-036				***Overridden amounts (user entered) to include earnings codes	F	F	
FRPY-037				Per hour	F	F	
FRPY-038				Per day	F	F	
FRPY-039				Per week	F	F	
FRPY-040				Bi-weekly	F	F	
FRPY-041				Per pay period	F	F	
FRPY-042				Schedule and level bonus (pays on a different schedule and/or level)	F	F	
FRPY-043				Payable on a non pay week... (Off pay cycle/on demand)	F	F	
FRPY-044	Payroll	Earnings		System will maintain multiple earnings types including (tool allowance, lead worker, shoe, Class C meals and others)	F	F	
FRPY-045				Out of class/grade/position pay by:	F	F	
FRPY-046				One time only	F	F	
FRPY-047				User specified period of time	F	F	
FRPY-048				Bonus	F	F	
FRPY-049				Cafeteria pay (money from opting out of benefits)	F	F	
FRPY-050				Overtime (multiple types) - including OT on holiday, On Call OT	F	F	

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FRPY-051				On Call	F	F	
FRPY-052				Parking Allowance	F	F	
FRPY-053				Shift Differential (multiple) - based upon department, job class, position, hours worked, etc.	F	F	
FRPY-054				Holiday pay in lieu of day off (If holiday falls on unscheduled work day)	F	F	
FRPY-055				Holiday worked	F	F	
FRPY-056				Special holiday worked	F	F	
FRPY-057				Floating holiday	F	F	
FRPY-058				Alternate holiday	F	F	
FRPY-059	Payroll	Earnings		Bonus types should be created as discretionary or non-discretionary	F	F	
FRPY-060	Payroll	Deductions and Withholdings		Provide for the setup and processing of other deductions types including: 1. Benefits Inc 2. Minnesota Life State Pd 3. Conservation/Excise Retirement 4. PERF St 5. PERF Spe 6. Long Term Disability St 7. State Police HVD SAP St 8. State Police HVD E+1 St 9. Teachers Retirement Fund 10. Conservation Health Single St 11. Conservation Health Family St 12. Conservation Dental Single St 13. Conservation Dental Family St 14. State Police Health Single St 15. State Police Health Family St 16. Tax Refund 17. AFSCME 18. ISEA 19. PGPP Disability Life Ins 20. Teamsters 21. Nurses Union 22. Teachers Dues 23. Unity Team 24. AFSCME Fair Share 25. Unity Team Fair Share	F	F	

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FRPY-061	Payroll	Deductions and Withholdings		Support the computation of deduction amounts based on: a. Flat amount b. Percent of gross pay c. Percent of biweekly salary d. Biweekly salary, rounded up to 1,000, divided by 1,000, times user supplied factor e. User specified percent of hourly rate f. Percent of disposable income g. Adjustable gross income h. Percent of taxable gross i. Percentage of regular pay j. Percentage of overtime pay or per hour of overtime k. Percent of net pay l. Amount per hour m. Percent annual salary n. Percentage of multiple pay types o. User Defined	F	F	
FRPY-062	Payroll	Deductions and Withholdings		Calculate employee/payee deductions and state contributions based on rules established in Benefits Administration.	F	F	
FRPY-063	Payroll	Deductions and Withholdings		Calculate tax amounts in compliance with any and all Federal, State and Local taxes and any additional withholding amounts as specified by employees.	F	F	
FRPY-064	Payroll	Deductions and Withholdings		Process other deductions including, but not limited to, miscellaneous deductions, credit unions, state-specified, charitable, and garnishment processing.	F	F	
FRPY-065	Payroll	Deductions and Withholdings		Support the setup and processing of multiple garnishment types including: County, Court Ordered (Child Support), Federal (including SSA/Medicare), Creditor, State (including voluntary wage assignments via the Attorney General), Bankruptcy Court, Student Loans, and Federal / State tax levies.	F	F	
FRPY-066	Payroll	Deductions and Withholdings		Garnishment setup includes the entry of name, address, originator, court number, effective date.	F	F	
FRPY-067	Payroll	Deductions and Withholdings		Apply garnishment rules, and utilization of IRS Levy Dataset or the aggregation of multiple child support orders calculation spreadsheet where applicable.	F	F	
FRPY-068	Payroll	Deductions and Withholdings		Support multiple types of garnishment amount computations / rules including flat amount, percentage of gross or net, variable based on minimum net.	F	F	
FRPY-069	Payroll	Deductions and Withholdings		Provide the tracking of garnishments against a cap or time specific limit.	F	F	
FRPY-070	Payroll	Deductions and Withholdings		Provide for the automated stop of garnishments satisfied or court order received.	F	F	
FRPY-071	Payroll	Deductions and Withholdings		Provide for the addition of an accumulated interest amount attributed to the garnishment collection period.	F	F	
FRPY-072	Payroll	Deductions and Withholdings		Allow for state specified deduction priorities (consistent with legal requirements).	F	F	

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FRPY-073	Payroll	Deductions and Withholdings		Process garnishments / wage assignments to allow flexibility to process multiple garnishments per employee and assign state/Federal law defined priorities.	F	F	
FRPY-074	Payroll	Deductions and Withholdings		Establish garnishments that continue (carry forward) over multiple calendar years.	F	F	
FRPY-075	Payroll	Deductions and Withholdings		Allow AOS/SPD to specify which deductions go into arrears and apply arrearage amounts on future payroll deductions either combined or itemized as separate deductions, while ensuring compliance regarding impact to employee take-home pay (including the ability to apply partial or full deductions for arrears).	F	F	
FRPY-076	Payroll	Deductions and Withholdings		Establish catch-up period for deferred compensation contributions, based on employee age, years from retirement, and previous contributions eligibility based on plan regulations.	F	F	
FRPY-077	Payroll	Deductions and Withholdings		Establish catch-up period for deferred compensation contributions for individuals returning from Military Leave.	F	F	
FRPY-078	Payroll	Deductions and Withholdings		Establish plan year contributions for pre-tax deductions for FSA / HRA /HSA for both medical and family care contributions, and recalculate remaining annual deductions based on contributions-to-date and the remaining scheduled pay periods in the plan year.	F	F	
FRPY-079	Payroll	Deductions and Withholdings		Provide the ability for the state to control the timing and frequency of contributions to health saving accounts either one time or spread over multiple pay periods. May also be pre-rated for mid-year hires.	F	F	
FRPY-080	Payroll	Deductions and Withholdings		Support the setup, processing, and tracking of pre and post-tax deductions (including monitoring limits and providing information and payments to plan administrators).	F	F	
FRPY-081	Payroll	Deductions and Withholdings		Provide for the setup of multiple retirement plans and designate employee contribution, employee/state contribution, or state only contribution: a. NPRS (PERF) includes Lottery, Museum, Economic Development (IEDC), Regional Authority (NW), and majority of state agencies b. Prosecuting Attorneys (EE/ER) c. Conservation and Excise (Alcohol/Tobacco) (EE/ER) d. Teachers e. Judges (EE/ER funded) f. State Police g. Legislature administered by VOYA (EE/ER funded)	F	F	
FRPY-082	Payroll	Deductions and Withholdings		Each retirement plan should allow for a user-specified contribution rate for employees and employers; deduction to be designated as pre-tax or post-tax as designated by federal, state or plan compliance	F	F	

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FRPY-083	Payroll	Deductions and Withholdings		Provide for the setup of multiple defined contribution plans: a.457 administered through Empower TPA b.401a match administered through Empower TPA c.529 college choice (2 plans) d.Empower / Great Plains 'Hoosier' e.529 administered through the Treasurer's Office	F	F	
FRPY-084	Payroll	Deductions and Withholdings		Provide for the entry and processing of taxable fringe benefits.	F	F	
FRPY-085	Payroll	Deductions and Withholdings		Provide the ability to 'lock in' IRS supplied filing status, number of allowances, or tax withheld amount for a period designated by the IRS.	F	F	
FRPY-086	Payroll	Deductions and Withholdings		Insurance plan years are aligned with the calendar, but the biweekly pay calendar is not and the biweekly pay schedule changes annually. Provide for the automated calculation of insurance premium deductions that cross plan years / calendar years.	F	F	
FRPY-087	Payroll	Deductions and Withholdings		Provide the ability to 'catch up' specified deductions, state contributions on employees returning from active military duty.	F	F	
FRPY-088	Payroll	Deductions and Withholdings		Ability to support Reciprocity for state and local taxing of wages - Kentucky, Michigan, Ohio, Pennsylvania, Wisconsin (WH-47 form).	F	F	
FRPY-089	Payroll	Deductions and Withholdings		System provides ability to archive and retrieve employee payroll data based on user-defined criteria.	F	F	
FRPY-090	Payroll	Deductions and Withholdings		System allows earnings, deductions, and imputed income to be subject or not subject to the following tax deductions. System can switch each tax type on or off. System provides the ability to calculate and track multiple local taxes to account for each local jurisdiction based on: a. Gross taxable wages b. User defined taxable wage base c. FICA taxable wages d. Tiered tax table based on taxable gross e. Federal income tax f. State income tax g. Local income tax (county, city) h. All Taxes except Federal i. All taxes except FICA/Medicare j. Federal Tax only k. DO Not take Taxes (nontaxable earnings) l. No FICA/Medicare m. No FICA n. user defined taxing options at the employee level o. Fully Taxable	F	F	
FRPY-091	Payroll	Deductions and Withholdings		Alternatively, provide the ability to invoice employees for deductions that cannot be processed out of pay.	F	F	

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FRPY-092	Payroll	Deductions and Withholdings		System accommodates deductions based upon: a. Gross less user defined earning codes times percent (retirement) b. Greater of a percent of disposable earnings or a minimum net pay (garnishments)	F	F	
FRPY-093	Payroll	Deductions and Withholdings		System can handle the following deduction frequency codes:	F	F	
FRPY-094				One time only	F	F	
FRPY-095				Every pay period	F	F	
FRPY-096				First Pay of the Month	F	F	
FRPY-097				Second Pay of the Month	F	F	
FRPY-098				Third Pay of the Month	F	F	
FRPY-099				First and Second Pay of the Month	F	F	
FRPY-100				Second and Third Pay of the Month	F	F	
FRPY-101				First and Third Pay of the Month	F	F	
FRPY-102				First Pay Period End Date of the Month	F	F	
FRPY-103				First and Second Pay End of the Month	F	F	
FRPY-104				Second and Third Pay End of the Month	F	F	
FRPY-105				First and Third Pay End of the Month	F	F	
FRPY-106				Second Pay Period End Date of the Month	F	F	
FRPY-107				Third Pay Period End Date of the Month	F	F	
FRPY-108				4 times each month on a weekly basis	F	F	
FRPY-109				Start and stop dates	F	F	
FRPY-110				Annual and any pay cycle dollar limits	F	F	
FRPY-111				Reoccurring yearly deduction	F	F	
FRPY-112				Combination of above	F	F	
FRPY-113	Payroll	Deductions and Withholdings		System allows for override capabilities on deduction frequency coding to either increase or decrease a deduction code for:	F	F	
FRPY-114				One time only	F	F	
FRPY-115				User defined period of time	F	F	
FRPY-116	Payroll	Deductions and Withholdings		Deduction for retirement savings accounts / HSA follow all federal regulations	F	F	
FRPY-117	Payroll	Inquiry and Reporting		For each regular and off pay cycle, produce and maintain a payroll register, deduction, and earnings report with drilldown capabilities. Process third party payments for each regular and off cycle.	F	F	
FRPY-118	Payroll	Inquiry and Reporting		Produce and maintain multiple standard payroll reports based on state/agency specified criteria and designated authorization.	F	F	
FRPY-119	Payroll	Inquiry and Reporting		Produce and maintain data files or reports with period-to-date, month-to-date, quarter-to-date, and fiscal and/or calendar year-to-date totals for all pay types, deductions, withholdings, and net pay.	F	F	
FRPY-120	Payroll	Inquiry and Reporting		Generate a leave report by leave pay type showing leave earned, used and remaining balance for a user specified period.	F	F	

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FRPY-121	Payroll	Inquiry and Reporting		Should have the ability to maintain data files for period -to-date, month-to-date, quarter-to-date and year-to-date totals (Taxable Wages and Tax Withheld for State, Federal and Local fiscal and calendar year) by individual employee and source of funds.	F	F	
FRPY-122	Payroll	Inquiry and Reporting		Track and report State Active Duty (SAD)/National Guard reserve cost by executive order, mission and unit number.	F	F	
FRPY-123	Payroll	Inquiry and Reporting		Produce Prepay and Reversal reports.	F	F	
FRPY-124	Payroll	Payroll Accounting		Associate salaries, deductions, taxes, and pay types with a valid chart of account distribution, and calculate amounts split to multiple account distributions by percentage or time allocated in timekeeping, including distributions across agencies for employees working for multiple agencies.	F	F	
FRPY-125	Payroll	Payroll Accounting		Calculate "overlays" (or burdened labor expense) for annual and sick leave, employer's portion of health insurance and payable leave time, based on a user provided percentage or flat amount. The burden rate is the allocation rate at which indirect costs are applied to the direct costs of either labor or inventory. The state should add burden to the direct cost of either labor or inventory when you want to present the total absorbed cost of these items.	F	F	
FRPY-126	Payroll	Payroll Calculation		Calculate and verify overtime based on FLSA rules (multiple variables of the rules), state regulations and contracts, including holiday overtime, combining all hours in all positions and agencies with override capabilities.	F	F	
FRPY-127	Payroll	Payroll Calculation		Calculate pay and per diem for National Guard State Active Duty personnel on a daily basis, at the equivalent of what they would earn while on Federal Active Duty. (ability to receive file and load and process in payroll)	F	F	
FRPY-128	Payroll	Payroll Calculation		Process Indiana National Guard members while on State Active Duty (SAD) status, including state employees that are National Guard members called for State Active Duty.	F	F	
FRPY-129	Payroll	Payroll Calculation		Track and calculate the Federal Active Duty military rank rate and pay types (base pay, per diem, travel reimbursement, special duty pay, etc).	F	F	
FRPY-130	Payroll	Payroll Calculation		Relate tax types to pay types for National Guard SAD entitlements, for example: emergency pay (FIT, SIT only, no FICA), non-emergency base pay (FIT, SIT, FICA).	F	F	
FRPY-131	Payroll	Payroll Calculation		Calculate pay rates based on hourly, salaried, daily, or per diem, including weekly, bi-weekly, and monthly employees.	F	F	
FRPY-132	Payroll	Payroll Calculation		Allow a position to be designated as primary, or by % of each position assignment, for determining benefit, leave, OT, and other calculation or allocations, when more than one position is used for a pay period.	F	F	
FRPY-133	Payroll	Payroll Calculation		Provide the ability to gross up pay amounts based on contractual net pay due.	F	F	
FRPY-134	Payroll	Payroll Calculation		Calculate comp payout for employees changing from Covered FLSA status to Exempt or Executive/Non-Covered FLSA status.	F	F	

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FRPY-135	Payroll	Payroll Calculation		Allow one employee to be paid in more than one position during a pay period.	F	F	
FRPY-136	Payroll	Payroll Calculation		Provide the ability to process multiple payment types and designate which pay types are eligible within groups of employees: a. salary amount b. hours x hourly rate c. per diems d. 'special' payments for assigned duties e. daily subsistence f. expenses incurred discretionary bonuses county supplement i. Housing maintenance allowance	F	F	
FRPY-137	Payroll	Payroll Calculation		Provide for the setup of statutory payments whose terms are regulated and defined by Indiana State code for the Governor, Lieutenant Governor, secretary of state, auditor of state, treasurer of state, attorney general, superintendent of public instruction, supreme court justices, appellate court judges, supreme court judges and prosecutors and member of the general assembly.	F	F	
FRPY-138	Payroll	Payroll Calculation		Set and change payroll rules on an ongoing basis for state- defined periods that are implemented at the organization unit, job class, or individual employee appointment.	F	F	
FRPY-139	Payroll	Payroll Calculation		Calculate hours worked and allocate FMLA leave in compliance with USDOL requirements.	F	F	
FRPY-140	Payroll	Payroll Calculation		Calculate the following employee/agency pay, benefit premium costs and/or contribution amounts: 9/12 calculation (nine month appointment paid over twelve, etc.) 10/12 calculation, and 11/12 calculation including administration of escrow balance.	F	F	
FRPY-141	Payroll	Payroll Calculation		Each wage type to be designated as retirement eligible (i.e. counting toward earnings for retirement benefit determination).	F	F	
FRPY-142	Payroll	Payroll Calculation		Once employees terminate and date of separation is forwarded to ERM, the state's retirement contributions should stop.	F	F	
FRPY-143	Payroll	Payroll Calculation		For 24x7 employees, apply the 28 day rule applies for OT calculation; after 171 hours worked (regulated by USDOL uniform officer code).	F	F	
FRPY-144	Payroll	Payroll Processing		Process weekly, biweekly, monthly, and supplemental (on demand) pay cycles.	F	F	
FRPY-145	Payroll	Payroll Processing		Run payroll for select groups of employees or processing events.	F	F	
FRPY-146	Payroll	Payroll Processing		Provide for the ability to generate payments out of the cycle for individual employees or groups of employees that did not get paid in the normal biweekly cycle.	F	F	

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FRPY-147	Payroll	Payroll Processing		Provide the ability to setup and process payroll for employee groups not paid each biweekly cycle throughout the year: a. Legislators paid salary on cycle including January 15 and February 15 will annual insurance premiums deducted over two periods b. Per diem is a flat regulated daily amount for in session and out of session (40% of in session); taxable but non taxable if commuting from outside 50 mile radius c. Expenses payments for cell phones, mileage d. Leadership pay is one time January 15 check; separate deposit for those legislators that head house and senate, or chair committees / sub-committees e. Also receive LSA payments and budget committee meeting payments	F	F	
FRPY-148	Payroll	Payroll Processing		Provide the ability to setup, maintain, activate, and deactivate National Guard employees (200) based on employee records received from Adjutant General of employees to be turned active during state emergency; the rate of pay, expected days of work, and pay frequency is specified.	F	F	
FRPY-149	Payroll	Payroll Processing		Employees classified as 'Senior Judges' are limited to work until age 75; more than 30 days per year entitles them to benefits; they cannot exceed 100 days of work per year.	F	F	
FRPY-150	Payroll	Payroll Processing		Process retroactive pay adjustments and update all payroll history and labor distributions.	F	F	
FRPY-151	Payroll	Payroll Processing		Retro pay will automatically correct: but keep historical journal of modifications	F	F	
FRPY-152				Salaries	F	F	
FRPY-153				Earnings adjustments	F	F	
FRPY-154				Tax deductions	F	F	
FRPY-155				Benefit deductions	F	F	
FRPY-156				Garnishments	F	F	
FRPY-157				Negative Earnings	F	F	
FRPY-158				Negative Earnings (negative retro adjustment will not generate a negative check)	F	F	
FRPY-159	Payroll	Payroll Processing		System will retain previous salary and hours and days worked data and effective dates for use when calculating retroactive pay adjustments	F	F	
FRPY-160	Payroll	Payroll Processing		Recover overpayments, including one time lump sum or in installments.	F	F	
FRPY-161	Payroll	Payroll Processing		Run a "proof" payroll process for agencies to review before final payroll is processed.	F	F	
FRPY-162	Payroll	Payroll Processing		Allow the ability to process dual status employees, which implies multiple classes, positions, funding sources and/or pay rates in the same pay cycle.	F	F	
FRPY-163	Payroll	Payroll Processing		Should have the ability to Process arrearages for deductions and taxes withheld.	F	F	
FRPY-164	Payroll	Payroll Processing		Recover overpayments (for example wage overpayments and travel advance funds not used that need to be reimbursed back to the agency) within specified period of time and in compliance with any specific state/agency policies or law.	F	F	

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FRPY-165	Payroll	Payroll Processing		Provide the ability to process unique pay groups within the standard bi-weekly cycle with employees of the state: <ul style="list-style-type: none"> a. National Guard (200 – 300 employees on call for emergencies) b. Inmates (200 – 300 prisoners; PEN Products; unique deductions) c. Patients of State run facilities (138 patients; 7 FSSA facilities) d. Students at Deaf & Blind State facilities (2 facilities) e. Horse Racing Commission 	F	F	
FRPY-166	Payroll	Payroll Processing		Provide for the payment processing of retiree groups on a monthly basis within the user designated bi-weekly cycle (once per month): State Police (1600) and former governors / widows (10).	F	F	
FRPY-167	Payroll	Payroll Processing		Automatically generate a comp pay off for employees in state civil service who have earned comp time-. Provide notification to the agency regarding the generated pay off. (qtr. after qtr. earned std in 31 IAC 5-7-6(3)(A)(i))	F	F	
FRPY-168	Payroll	Payroll Processing		Process final payments even if the employee final work day has been established before final pay cycle.	F	F	
FRPY-169	Payroll	Payroll Processing		Use effective dating for future transactions needed for benefits elections (open enrollment), and pay for performance (paid annually in February).	F	F	
FRPY-170	Payroll	Payroll Processing		Use multiple payment methods with direct deposit as the default. Pay cards are used if employee does not set up direct deposit bank data; first check is manual which creates a file to send to pay card company; payment file sent to pay card company each pay period thereafter; pay card company sends file to AOS with routing and account numbers of employee issued pay cards.	F	F	
FRPY-171	Payroll	Payroll Processing	4.C.3.A	After benefit open enrollment period ends, store benefit elections and apply with the final pay period in December (as premiums are collected in advance). Multiple effective dates apply to specific benefit plans.	F	F	
FRPY-172	Payroll	Payroll Processing		Provide the ability to designate on demand payments as either ACH or check.	F	F	
FRPY-173	Payroll	Payroll Processing		Provide the ability to process payment reversals for either direct deposits or manual checks.	F	F	
FRPY-174	Payroll	Payroll Processing		Notify the Treasurer of State of the total number of deposits and total dollar amount of deposits for each pay date.	F	F	
FRPY-175	Payroll	Payroll Processing		Electronic validation of ACH between the Bank and the state's integrated solution.	F	F	
FRPY-176	Payroll	Payroll Processing		Be able to support autopay for employees where required by IN statute, including but not limited to, elected officials.	F	F	

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FRPY-177	Payroll	Interfaces		Each payroll cycle produce the following files for the state's retirement plans: a. Employee earnings and employee / state contributions for Public Employees (PERF) for each legal entity (Lottery, Museum, Economic Development, Regional Authority, State) b. State Police pension contributions to Treasurer of State c. Legislative pension contribution to Investment Manager d. Judges retirement fund e. Teacher retirement fund f. Conservation retirement fund g. Prosecutors retirement fund	P	FC	Retirement deductions and eligible earnings are configurable and captured in PeopleSoft. A custom interface is required to produce a file containing deductions and eligible earnings by pay period for the State's retirement plans.
FRPY-178	Payroll	Interfaces		Each payroll produces payments to third parties including, but not limited to, a. State unemployment b. Taxing authorities (Federal, State and Local) c. TPAs d. Other vendors e. Bank (PNC)	F	F	
FRPY-179	Payroll	Interfaces		For each interface file produced by each payroll cycle, see the Interfaces tab.	X	FC	Interfaces were analyzed based on the listing provided in Attachment K2. We would recommend standardization of files by vendor type where possible and have assumed that many of the existing interfaces would be replaced by delivered integration within PeopleSoft HCM and to PeopleSoft Financials. A count of interfaces in our solution has been included in our Cost Assumptions located in Attachment D Cost Proposal Template.
FRPY-180	Payroll	Interfaces	4.A.1.A	Allow spreadsheet upload and electronic submission of payroll data to be processed during normal payroll runs.	F	F	
FRPY-181	Payroll	Interfaces	4.A.1.A	When processing external payroll files, deliver status notifications to user-defined recipients.	X	PCTP	Workflow notification would be configured to notify users of received field. These would need to be developed within each inbound process. We would recommend prioritizing which interfaces require notification to best manage customizations and ongoing maintenance.
FRPY-182	Payroll	Self-Service		Configure ESS to allow employee updates to address, phone number, personal email, emergency contacts, federal/state tax filing status, number of allowances, additional tax to be withheld, and request W2. Address changes must be assessed for county impacts to taxing.	F	F	
FRPY-183	Payroll	Self-Service		Configure ESS to allow employee to submit weekly time, request leave, request copies of W2 or view/print/email W-2 and/or 1095, and enroll for benefits during open enrollment.	F	F	

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FRPY-184	Payroll	Self-Service		Identify data elements eligible for user update via ESS that will require multi-factor authentication.	F	F	
FRPY-185	Payroll	Self-Service		Configure ESS to allow employees to change multiple instances of bank routing / bank account information with authentication.	F	F	
FRPY-186	Payroll	Self-Service		Configure ESS to allow employees to view direct deposit pay remittance, pay card pay stub, leave balances by leave type, and W2 box detail.	F	F	
FRPY-187	Payroll	Self-Service		Pay advice should be configurable to includes pay and hours worked for the current period, year-to-date, including taxable wages, taxes withheld, and leave balances.	F	F	
FRPY-188	Payroll	Self-Service		ESS should be accessible via a mobile device.	F	F	
FRPY-189	Payroll	Self-Service		Should allow employees to model "what-if" net pay scenarios, including determining proper W-4 and other tax withholdings.	F	F	
FRPY-190	Payroll	Self Service		Allow employees to view the details (calculated amounts, balances, etc.) of all deductions (garnishments, flexible spending accounts, etc.) and pay calculations.	F	F	
FRPY-191	Payroll	Self Service		Provide accessibility and print capability via ESS for prior years for W-2s and 1095s. Prior years consists of those previous years produced and generated by PeopleSoft only.	F	F	
FRPY-192	Payroll	Workflow		Have payroll workflow capabilities, including the ability for approval and routing of selected actions or payroll events invoked by employees, agency personnel, or central office (AOS,SPD).	X	PCTP	Specific payroll events would need to be defined and prioritized. ePay transactions are supported by approvals for example, while others may require custom workflow.
FRPY-193	Payroll	Workflow		Termination notices should be routed to HR and Payroll leads at the agency and AOS central payroll upon entry.	F	F	
FRPY-194	Payroll	Unique Pay Groups		Ability to track employees that do not hold positions.	F	F	
FRPY-195	Payroll	Unique Pay Groups		Ability to allocate 50% of prisoner's to a victim's crime and victim's housing fund that supports victims of crimes.	F	F	
FRPY-196	Payroll	Unique Pay Groups		Ability to pay members of the National Guard even though they are not currently in PeopleSoft.	F	F	
FRPY-197	Payroll	Unique Pay Groups		Ability to pay employees military differential pay when they are called to active duty and their active duty pay check is less than their state pay. The differential pay prevents them from losing income while on active duty.	F	F	
FRPY-198	Payroll	Direct Deposit		Allow employees that ability to enroll in direct deposit via self service.	F	F	
FRPY-199	Payroll	Direct Deposit		Allow employees to elect to receive pay on a pay card via self service.	F	F	
FRPY-200	Payroll	Direct Deposit		Ability to switch between direct deposit and pay card payment anytime.	F	F	
FRPY-201	Payroll	Direct Deposit		Auto enroll employees who have not set up direct deposit to receive pay via pay card.	F	F	
FRPY-202	Payroll	Direct Deposit		Allow employees to enroll in up to two pay accounts for direct deposit.	F	F	
FRPY-203	Payroll	Direct Deposit		Ability to pay Unique Pay Groups, vendors and other state agencies via direct deposit.	F	F	

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPY-204	Payroll	Direct Deposit		Ability to pay employees via direct deposit within the same pay period as requested.	F	F	
FRPY-205	Payroll	Legislators		Ability to pay legislators 2 times per year on January 15th and February 15th or as designated for legislative compliance.	F	F	
FRPY-206	Payroll	Legislators		Ability to pay benefit premiums in bi-annual payments.	F	F	
FRPY-207	Payroll	Legislators		Ability to calculate benefit premium deductions based on user-defined frequencies per year.	F	F	
FRPY-208	Payroll	Legislators		Ability to pay legislators a daily per diem.	F	F	
FRPY-209	Payroll	Legislators		Ability to pay legislators a monthly taxable expense equal to 40% of the current per diem rate.	F	F	
FRPY-210	Payroll	Senior Judges		Ability to bill employees directly for benefit premiums.	F	F	
FRPY-211	Payroll	Senior Judges		Ability to pay senior judges using more than one TRC a day.	F	F	
FRPY-212	Payroll	Senior Judges		Ability to enter days worked and convert into hours for pay.	F	F	
FRPY-213	Personnel Administration	Employee Maintenance		Transfer employees between agencies with all historical data for the employee accessible to the new organization.	F	F	
FRPY-214	Security	Payroll		Vendor shall provide row level security for agencies to only view their Payroll data in PeopleSoft while allowing for centralization of payments by AOS.	F	F	
FRPY-215	Payroll	Allocations		Vendor shall create a process for the allocation of Fringe Cost and how it should be handled as it pertains to project-level activities as well as overtime cost.	F	F	

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRTM-001	Time and Labor	Inquiry and Reporting		Produce a report that details scheduled hours, time worked, leave usages, leave balances, etc., on an hourly or daily basis for each pay period for every employee, including costing information at any Chart of Account (COA) level.	X	PCTP	A custom SQR report would be required to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRTM-002	Time and Labor	Inquiry and Reporting		Produce a report that provides total scheduled hours, time worked, total leave usages (per type) and total overtime hours by cost center, division, interdepartmental group, or agency.	X	PCTP	A custom SQR report would be required to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRTM-003	Time and Labor	Inquiry and Reporting		Produce exception reports after time input that will capture a variety of incidents such as: no time for active employee, excessive overtime, unapproved timesheets, leave in excess of 37.5 hours (or scheduled time), etc.	F	F	
FRTM-004	Time and Labor	Inquiry and Reporting		Produce a leave value report by employee and allotment code of leave balances at the end of the fiscal and/or calendar year with the following information: leave balance in days or hours, hourly wage, hours times hourly wage, FICA, total leave value plus FICA. (all paid leave types), etc.	X	PCTP	A custom SQR report would be required to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRTM-005	Time and Labor	Labor Distribution		Adjust the distribution of the full cost of staff time and associated benefits and other costs, hours, and FTEs to COA values not limited to organization units, appropriations/funds, projects, or programs, based on agency-defined business rules.	F	F	
FRTM-006	Time and Labor	Labor Distribution		Allocate labor expense and other payroll liabilities to the chart of accounts elements and other data fields.	F	F	
FRTM-007	Time and Labor	Labor Distribution		Apply labor distribution rules based on agency-maintained effective dates, retaining historical views for human capital cost, hours, and FTE rules and calculations by program, grant, work order, revenue source, appropriations/funds, organization and other parameters.	F	F	
FRTM-008	Time and Labor	Labor Distribution		Establish default coding templates for labor distribution based on business defaults.	F	F	
FRTM-009	Time and Labor	Labor Distribution		Make mass corrections/updates to groups of labor distribution transactions selected by key fields.	F	F	
FRTM-010	Time and Labor	Labor Distribution		Specify distribution percentages when multiple account distributions are charged (or the use of actual hours by account distributions).	F	F	
FRTM-011	Time and Labor	Labor Distribution		Create and maintain multi-tiered and multiple labor distribution rules and calculation algorithms for human capital costs, hours, and FTEs with effective begin and end dates associated with the agency as a whole or particular programs, revenue sources, appropriations/funds, or grants, (e.g. supporting the distribution of labor costs to appropriations/funds within programs or projects and other parameters).	F	F	
FRTM-012	Time and Labor	Labor Distribution		Account for and distribute agency-defined non-labor costs based on hours worked and process appropriate accounting transactions (e.g., job costing, general ledger, journal entries).	F	F	
FRTM-013	Time and Labor	Labor Distribution		System provides the ability to define timesheet fields by agency, job class, hours type, cost center, project accounting distribution, etc.	F	F	

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FRTM-014	Time and Labor	Labor Distribution		System provides the ability to produce online or printed pro-forma timesheets for each employee including anticipated distribution of hours based on a static model associated with the position assignment.	X	PCTP	A pro-forma timesheets report would be developed using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRTM-015	Time and Labor	Labor Distribution		System provides the ability to default as much information as possible during the timekeeping function, e.g., Agency/Cabinet, Department, Division, Branch/Office, Business Unit, Crew, Location.	F	F	
FRTM-016	Time and Labor	Labor Distribution		System provides the ability to restrict pay codes by Agency, job classification, workgroup, etc.	F	F	
FRTM-017	Time and Labor	Labor Distribution		System provides the ability to allow for employees to charge time to a specific COA value including program/project and to specify the type of work performed (e.g. activity).	F	F	
FRTM-018	Time and Labor	Labor Distribution		System provides the ability to default projects available for a particular employee.	F	F	
FRTM-019	Time and Labor	Labor Distribution		System provides the ability for designation of default ("Home") accounting information to be used on time entries where no additional information is specified on the timesheet, including positions which are spread across multiple account distributions.	F	F	
FRTM-020	Time and Labor	Labor Distribution		System provides the ability to allow employees to charge time to a Cost Center other than their "Home" Agency or Cost Center (with interactive edit) based on agency approval with user defined options, e.g., by agency, department, account distributions.	F	F	
FRTM-021	Time and Labor	Labor Distribution		System provides ability for user to specify distribution by actual hours when multiple account distributions are charged (or the user of actual hours by account distributions.)	F	F	
FRTM-022	Time and Labor	Labor Distribution		System provides the ability to display current leave accrual rates and leave balances for each employee while time is being entered or reviewed via ESS Time or alternative Time Capture system.	F	F	
FRTM-023	Time and Labor	Labor Distribution		Ability to handle combined rates of overtime for employees who have time tied to more than one appointment which may be in more than one Agency.	F	F	
FRTM-024	Time and Labor	Labor Distribution		Spread overtime among account distributions worked.	F	F	
FRTM-025	Time and Labor	Labor Distribution		System provides the ability to generate holiday schedules, on an as needed, user defined basis, and automatically update eligible employee time and attendance records where applicable.	F	F	
FRTM-026	Time and Labor	Labor Distribution		System provides the ability to automatically default hours for eligible employees for holidays, to be configured based on the state's annual holiday calendar each year: <ul style="list-style-type: none"> • One normal work day for all eligible employees based on schedule. • Accrue one normal work day leave for certain employees that normally work on holidays. • Allow payment for holiday worked based on Agency, and pay type. 	F	F	
FRTM-027	Time and Labor	Labor Distribution		System provides the ability to automatically compensate for seasonal time changes.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRTM-028	Time and Labor	Labor Distribution		System provides the ability for controls that specify expected minimum and maximum hours by, for example, cost center, business unit, position.	F	F	

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FRTM-029	Time and Labor	Labor Distribution		System provides the ability to not allow for work time to be entered in advance of actually working (by day or by pay period), on an agency by agency basis, with the ability to override.	F	F	
FRTM-030	Time and Labor	Labor Distribution		Display of Accounting Template Costing Elements in Time Approval Screen	F	F	
FRTM-031	Time and Labor	Labor Distribution		System provides the ability to allocate labor expense and other payroll liabilities to the COA elements and other data fields, including, but not limited to the following: <ul style="list-style-type: none"> • Fund • Sub Fund • Appropriation • Sub Location • Department • Location • Task • Sub Task • Task Order • Reporting Code • Sub Reporting Code • Program • Program Period • Phase • Activity • Unit • Sub-Unit • Sub-Object • Department Object • Sub-Activity • Function • Sub-Function • Template 	F	F	
FRTM-032	Time and Labor	Labor Distribution		System provides the ability to constantly refresh COA revisions, from the financial system, to the COA structure maintained within the HR/Payroll system (real time or near real time).	F	F	
FRTM-033	Time and Labor	Labor Distribution		System provides the ability to retrieve labor cost distribution transactions for audit and reconciliation purposes for at least the current period plus 15 years (based on AOS retention policy).	X	PCTP	A labor distribution report would be developed using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRTM-034	Time and Labor	Labor Distribution		Historical data must be retained in legible, retrievable formats, which may include an archive or other storage method(s), for these time periods: (a) Payroll and Time data – 15 years (3 years minimum post final billing to FHWA), and (b) Personnel data – 50 years post separation (termination or retirement).	X	PCTP	A historical payroll report would be developed using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRTM-035	Time and Labor	Labor Distribution		System provides the ability to maintain labor distribution transaction level detail online for a minimum of three years or as otherwise defined by the state.	F	F	

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FRTM-036	Time and Labor	Labor Distribution		System provides a mechanism to make mass corrections/updates to groups of labor distribution transactions selected by key fields while maintaining an audit trail.	F	F	
FRTM-037	Time and Labor	Labor Distribution		System provides the ability to distribute employer-paid benefits and costs of paid leave taken and the hours associated with each cost.	F	F	
FRTM-038	Time and Labor	Labor Distribution		System provides the ability to distribute costs based upon time reported in user-defined increments.	F	F	
FRTM-039	Time and Labor	Labor Distribution		System provides the ability to budget by one set of chart of account elements but distribute payroll based on a different set of chart of account elements.	F	F	
FRTM-040	Time and Labor	Labor Distribution		TM - Display of Accounting Template Costing Elements in Time Approval Screen	F	F	
FRTM-041	Time and Labor	Labor Distribution		System provides the ability to record comments regarding a specific work activity.	F	F	
FRTM-042	Time and Labor	Labor Distribution		During the allocation process for labor distribution, there are rounding differences due to the breakdown of Wages, Leaves and the associated fringes. These rounding differences are to be applied to the template based on state/agency requirements.	F	F	
FRTM-043	Time and Labor	Labor Distribution		Support the ability to allocate leave (and other forms of paid time off) and compensatory time is distributed to projects worked as defined by state/agency allocation requirements.	F	F	
FRTM-044	Time and Labor	Labor Distribution		Provide a means to charge labor cost for purposes of billing and recovering labor cost from a third party (private company, local government).	F	F	
FRTM-045	Time and Labor	Labor Distribution		System determines how overtime has been earned by account distribution codes to allow for proper cost accounting.	F	F	
FRTM-046	Time and Labor	Resource Schedule		Allow each agency to create work shifts and work schedules of variable duration.	F	F	
FRTM-047	Time and Labor	Resource Schedule		Assign work schedules to individuals, employee groups, and employees of an agency and/or state-specified organizational unit.	F	F	
FRTM-048	Time and Labor	Resource Schedule		Change scheduled beginning time and scheduled ending time on a daily basis based on actual time periods worked.	F	F	
FRTM-049	Time and Labor	Resource Schedule		Define work and seasonal schedules by agency, organization unit or job class. (Work schedule = typical work days, e.g., 8 hours/day Monday - Friday or 10 hours/day Monday - Thursday.)	F	F	
FRTM-050	Time and Labor	Resource Schedule		Edit work schedules against business rules that may vary by agency, organization code, or job class.	F	F	
FRTM-051	Time and Labor	Resource Schedule		Assign staff to various work times and job functions on the established work schedule for the applicable agency, organization unit, program, or project.	F	F	
FRTM-052	Time and Labor	Resource Schedule		Establish agency, organization unit, program based and other work schedules with effective beginning and end dates and requirements for coverage of particular job functions and staffing levels.	F	F	
FRTM-053	Time and Labor	Resource Schedule		Generate holiday schedules, on an as needed, State/agency defined basis, and automatically update eligible employee time and attendance records where applicable.	F	F	
FRTM-054	Time and Labor	Resource Schedule		Generate unlimited default schedules and work hours for exception based employees based on agency defined profiles.	F	F	
FRTM-055	Time and Labor	Time Administration		Allow employees and employee groups to be processed based on positive or exception time entry.	F	F	
FRTM-056	Time and Labor	Time Administration		Allow for the processing of time from two different calendars or fiscal years at the same time.	F	F	
FRTM-057	Time and Labor	Time Administration		Make mass changes for a single employee or group of employees within an interval of time and make any necessary corresponding adjustments to employee records, leave or pay balances.	F	F	

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FRTM-058	Time and Labor	Time Administration		Each manager needs the ability to approve time for everyone in the organization unit that reports to the manager; time approvers may be different than the employee's report to in the organization structure.	F	F	
FRTM-059	Time and Labor	Time Administration		Designate certain full time employees to choose between overtime and comp time (i.e. legislative services LSA) and to change this per pay period; within the same pay period as allowed by agency and/or position.	F	F	
FRTM-060	Time and Labor	Time Administration		Provide for a variable number of work hours in the pay period (e.g., 70, 75, 80).	F	F	
FRTM-061	Time and Labor	Time Approval		Allow agencies, organizations, units, programs, grants and supervisors to "lock" timesheets submitted for review and approval to prevent further update by employees; conversely, continue to allow updates and require re-approval and track all changes made to the timesheet to be able to see different "versions" of the timesheet.	F	F	
FRTM-062	Time and Labor	Time Approval		Configure a flexible time approval process by agency, organization unit, program, grant, position, and employee.	F	F	
FRTM-063	Time and Labor	Time Approval		Have tracking and supervisor notification and reporting of employees who are in early/late, out early/late based on defined thresholds.	F	F	
FRTM-064	Time and Labor	Time Approval		Most agencies and employees have access to and use Time & Labor module. For those who do not, should have the ability to provide a time capture screen with all active employees displayed for the organization unit.	F	F	
FRTM-065	Time and Labor	Time Approval		Support all methods of time capture across the state: a. Time & Labor (majority) b. Custom front end c. Time clocks (e.g., hospitals, parking garages, race tracks, prisons) d. Work management system (1600 DOT work crews in the field) e. Incident tracking system used by DNR (200 Officers)	X	FC	For integration with external time capture systems, a custom interface file layout would need to be mapped to the 3rd party product and time and leave sent to Time and Labor and Absence Management.
FRTM-066	Time and Labor	Time Capture / Entry		Allow employees to enter multiple time records for a 24-hour period (e.g., multiple in/out records), including varying periods of time worked, projects and account distributions worked within a given shift, definable by State/agency.	F	F	
FRTM-067	Time and Labor	Time Capture / Entry		Create flexible time capture including use of work schedules, default account distributions, entry of units as well as hours, or use of various methods of time entry (web entry, mobile device, etc.).	F	F	
FRTM-068	Time and Labor	Time Capture / Entry		Automatically determine holiday hours for eligible hourly employees based on hours worked in calendar month, master calendar, and/or hours available for work based on state/ agency defined business rules (e.g., prorate holiday hours based on hours worked).	F	F	
FRTM-069	Time and Labor	Time Capture / Entry		Pre-populate holiday hours on the timesheet accordingly for employees eligible for holiday pay	F	F	
FRTM-070	Time and Labor	Time Capture / Entry		Automatically generate pay adjustment transactions when necessary based on retroactive data entered (e.g., hours entered result in overtime in a prior pay period).	F	F	
FRTM-071	Time and Labor	Time Capture / Entry		Capture time for permanent, temporary, part-time, full-time, seasonal employees and other non-employee types (e.g., volunteers, contractors).	F	F	
FRTM-072	Time and Labor	Time Capture / Entry		Apply default employee profile and schedule information during the timekeeping function.	F	F	
FRTM-073	Time and Labor	Time Capture / Entry		Calculate a shift differential amount based on hours worked during certain shifts based on agency/state defined parameters.	F	F	
FRTM-074	Time and Labor	Time Capture / Entry		Generate default hours for exception-based employees based on agency/state defined profiles (e.g., work schedules, employment status).	F	F	

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FRTM-075	Time and Labor	Time Capture / Entry		Provide for the capture of time reporting codes (TRC); the state currently uses 225 codes that can be summarized as follows: 1. Time worked (regular, OT) 2. Compensatory time earned, used, holiday 3. Leave time requested, earned and used 4. LWOP 5. Disability 6. Commute charges 7. Bonus 8. Jury duty 9. Holiday 10. Personal time 11. Mileage 12. Rewards 13. Workers comp 14. Special rate pay 15. Special duty pay	F	F	
FRTM-076	Time and Labor	Time Capture / Entry		Should have the ability to Support variable time capture methods from: a. Prosecuting Attorneys b. Court of Appeals c. DNR Officers d. Legislative Attorney	X	FC	Removed per State of Indiana BAFO Request sent 10/21/2019 For integration with external time-capture systems, a custom interface file layout would need to be mapped to the 3rd party product and time and leave sent to Time and Labor and Absence Management. We would standardize time capture so all external systems use one file format.
FRTM-077	Time and Labor	Time Capture / Entry		Input changes and corrections to time and hours types and other time capture information both during and after payroll reporting periods (retroactive corrections) based on time-based business rules and editing.	F	F	
FRTM-078	Time and Labor	Time Capture / Entry		Allow employees to charge time to a Cost Center other than their home Agency or Cost Center (with interactive edit) based on options by agency, department, account distributions etc.	F	F	
FRTM-079	Time and Labor	Time Capture / Entry		Allow employees to charge time to a specific program or project and specify the type of work performed (e.g., activity), with the ability to see the description on the timesheet.	F	F	
FRTM-080	Time and Labor	Time Capture / Entry		Allow entry of units as well as hours.	F	F	
FRTM-081	Time and Labor	Time Capture / Entry		Allow for a comment area on the time sheet that includes date, time of entry, and user ID.	F	F	
FRTM-082	Time and Labor	Time Capture / Entry		Calculate/verify overtime hour eligibility based on State defined rules to include combined rates of overtime for employees who have time tied to more than one appointment which may be in more than one Agency.	F	F	
FRTM-083	Time and Labor	Time Capture / Entry		Collect statistical data from employees as part of the time capture process.	F	F	
FRTM-084	Time and Labor	Time Capture / Entry		Default projects and activities available for a particular employee.	F	F	
FRTM-085	Time and Labor	Time Capture / Entry		Define maximum number of hours in various way, e.g., by pay code by agency, job classification, employment status (full time, part time), workgroup.	F	F	

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FRTM-086	Time and Labor	Time Capture / Entry		Designate default ("home") accounting information to be used on time entries where no additional information is specified on the timesheet, including positions which are spread across multiple account distributions.	F	F	
FRTM-087	Time and Labor	Time Capture / Entry		Allow employees to protest time entry if employee disagrees with time entered for them, but have the time entered continue to process and retroactively correct the entry if the protest is successful.	F	F	
FRTM-088	Time and Labor	Time Capture / Entry		Direct timekeepers/employees directly to the line in question when an error exists.	F	F	
FRTM-089	Time and Labor	Time Capture / Entry		Validate leave balances at time entry and allow employees to see their balances.	F	F	
FRTM-090	Time and Labor	Time Capture / Entry		Enforce State/agency defined time entry rules at time entry (e.g., Leave taken and hours exceed 40 hours per week, holiday rules enforced).	F	F	
FRTM-091	Time and Labor	Time Capture / Entry		Restrict employees to only be able to charge time to cost distributions for which they are authorized.	F	F	
FRTM-092	Time and Labor	Time Capture / Entry		Allow overtime-eligible employees to indicate if they want to be paid for overtime and/or shift differential (as opposed to accruing comp time) and for which week(s)/day(s).	F	F	
FRTM-093	Time and Labor	Time Capture / Entry		Ability to capture time via time clocks, and receive hours worked from departments using Workforce Solutions (DOC, FSSA, Gaming, IDOA, DMV, AOS)	F	F	
FRTM-094	Time and Labor	Time Capture / Entry		Ability to process pay without using OPS T&L.	F	F	
FRTM-095	Time and Labor	Time Capture / Entry		Ability to load time into OPS T&L.	F	F	
FRTM-096	Time and Labor	Time Capture / Entry		Ability to pay a flat amount per day to an employee.	F	F	
FRTM-097	Time and Labor	Time Capture / Entry		Ability to pay time captured outside of OPS T&L 9.2.	X	FC	For integration with external time capture systems, a custom interface file layout would need to be mapped to the 3rd party product and time and leave sent to Time and Labor and Absence Management. We would standardize time capture so all external systems use one file format.
FRTM-098	Time and Labor	Time Capture / Entry		Ability to display time reporting codes and description on pay checks.	F	F	
FRTM-099	Time and Labor	Time Capture / Entry		Allow employees eligible for holiday pay to report regular hours worked on the holiday and to receive holiday hours on a non-scheduled holiday.	F	F	
FRTM-100	Time and Labor	Time Capture / Entry		System provides the ability to limit the number of hours associated with a position for a user-defined period (e.g., project positions, contract positions, full or part-time position, seasonal position, scholarships, interim, FFTL).	F	F	
FRTM-101	Time and Labor	Time Capture / Entry		Provide system controls like warning alerts if trying to be paid for over maximum allowed on paid military hours per calendar year.	F	F	
FRTM-102	Time and Labor	Workflow		Automatically generate and route exception reports from time processing to designated staff for review and action, providing email and other alerts.	F	F	
FRTM-103	Time and Labor	Workflow		Allow for supervisory delegates to be assigned for approval of time sheets.	F	F	
FRTM-104	Time and Labor	Workflow		Allow for management approval of time to "roll-up" if the immediate supervisor position is currently vacant.	F	F	
FRTM-105	Time and Labor	Workflow		Create online overtime requests and route through appropriate approvals within state/agency defined rules.	F	F	

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FRTM-106	Time and Labor	Workflow		Create online leave requests and route through appropriate approvals with state/agency defined rules.	F	F	
FRTM-107	Time and Labor	Workflow		Should have the ability to Route time sheets for additional approval when overtime pay and / or shift differential is used.	F	F	
FRTM-108	G/L Alignment	G/L Alignment		Vendor will analyze current Human Capital Management financial chart fields and align and/or map those to PeopleSoft Financials.	F	F	
FRTM-109	Time and Labor	Time Capture / Entry		The Vendor will configure the system to provide the ability to allow time clock entry as approved at payable time. The system will allow for differing interfaces in the future per the current time keeping system implementation project underway at the SOI.	X	FC	For integration with external time capture systems, a custom interface file layout would need to be mapped to the 3rd party product and time and leave sent to Time and Labor and Absence Management. We would standardize time capture so all external systems use one file format.

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FRLV100	Leave Management	Inquiry and Reporting		Calculate leave value, as of any point in time, to support GASB 34 reporting of leave liability and transfer the data to the GL module for posting the accrual transaction.	F	F	
FRLV101	Leave Management	Inquiry and Reporting		Generate exception reports after time input that will capture leave events such as: comp time taken in the period, leave time taken in a period, leave payout, etc.	F	F	
FRLV102	Leave Management	Inquiry and Reporting		Produce a report each pay period listing all employees' sick, annual, and other leave balances (Leave Balance Report).	F	F	
FRLV103	Leave Management	Inquiry and Reporting		Generate a report that details scheduled hours, time worked, leave usages, leave balances, etc., by hour or day within pay period for employees, unit level, division level, and statewide.	F	F	
FRLV104	Leave Management	Inquiry and Reporting		Generate a statistical leave analysis report by leave type, total hours used, average hours used, and the cost of leave used based on a specified time intervals.	F	F	
FRLV105	Leave Management	Inquiry and Reporting		The ability to create, store, and alter letter templates for all leave types.	F	F	
FRLV106	Leave Management	Inquiry and Reporting		The ability to alter previously generated letters.	F	F	
FRLV107	Leave Management	Inquiry and Reporting		The ability to generate automatic responses to requestors based on leave type, documents provided, and eligibility criteria.	F	F	
FRLV108	Leave Management	Leave Administration		The ability for certain government entities to process leaves according to their unique accrual, eligibility and usage rules. (Please see Leaves and Absences workbook)	F	F	
FRLV109	Leave Management	Leave Administration		Support the use of unlimited number of leave types with or without balance accruals and associated business rules by state/agency. (Please see Leaves and Absences workbook)	F	F	
FRLV110	Leave Management	Leave Administration		Support the potential for the conversion of leave balances to service credits as tracked in the IN Public Retirement System (INPRS).	F	F	
FRLV111	Leave Management	Leave Administration		The ability to define which leave types are eligible to run concurrently with FML usage.	F	F	
FRLV112	Leave Management	Leave Administration		Support federal overtime eligibility rules for the accrual of comp time and the state limit for the number of comp time hours allowed in the calendar year.	F	F	
FRLV113	Leave Management	Leave Calculations and Payments		Define leave accrual calculation and usage rules based on combinations of variables, by leave type (with an override capability) based on flexible state/agency defined criteria.	F	F	
FRLV114	Leave Management	Leave Calculations and Payments		Allow employees eligible for holiday pay to report regular hours worked on the holiday and to receive holiday hours on a non-scheduled holiday.	F	F	
FRLV115	Leave Management	Leave Calculations and Payments		Establish payments for specified overtime-eligible employees that have reached the earned comp time maximum (thus reducing the comp time balance).	F	F	
FRLV116	Leave Management	Leave Calculations and Payments		Project leave "run out" for any specified employees, including any additional accruals that will occur.	F	F	
FRLV117	Leave Management	Leave Calculations and Payments		Trigger payment requests for specified employees who have accumulated an state/agency specified number of hours of comp time.	F	F	
FRLV118	Leave Management	Leave Requests / Authorizations		Create online leave requests and route through appropriate approvals within state/agency defined leave request rules.	F	F	
FRLV119	Leave Management	Leave Requests / Authorizations		Present attendance pattern information to leave request reviewers based on business rules by agency.	F	F	
FRLV120	Leave Management	Leave Requests / Authorizations		Prohibit leave requests that will be in excess of leave balance earned through the time the leave is requested (current leave plus leave time accrued to the time the leave is to be taken) in the case of paid leave, or policy maximums in the case of unpaid leave. Leave thresholds are state/agency definable by type of leave (e.g., sick leave, FMLA maximums).	F	F	
FRLV121	Leave Management	Leave Requests / Authorizations		Enforce state/agency defined leave usage rules at time entry.	F	F	
FRLV122	Leave Management	Leave Tracking		Maintain history of all leave actions (both automated and manual adjustments).	F	F	
FRLV123	Leave Management	Leave Tracking		Retain leave balances for a specified time period from the date the employee separates from state employment.	F	F	

FRLV124	Leave Management	Leave Tracking		Track FML (State and Federal) hours and eligibility by employee.	F	F	
FRLV125	Leave Management	Leave Tracking		The ability to alert employees entering time when usage of leave will take the balance below leave balance accrual threshold.	F	F	
FRLV126	Leave Management	Leave Tracking		The ability to restrict leave entered in timesheets to approved leave requests based on business rules that may vary by leave type, agency, or organization unit.	F	F	
FRLV127	Leave Management	Leave Tracking		The ability to track the accruals, limits, eligibility, usage, value, and payment of leave using leave types and leave reason codes (e.g. leave balances and calculations need to be controlled at a combination of leave type and leave reason). Reason types should be defined and only available for specified leave types.	F	F	
FRLV128	Leave Management	Leave Tracking		The ability to define the business rule for leave carryover that defines how much leave can be brought forward into the new calendar year.	F	F	
FRLV129	Leave Management	Self Service		The ability to allow employees to view their leave balances by leave type.	F	F	
FRLV130	Leave Management	Self Service		The ability to allow employees to view their leave usage by specified time period and leave type.	F	F	
FRLV131	Leave Management	Self Service		The ability to allow employees to view the status of all requests they submit.	F	F	
FRLV132	Leave Management	Self Service		The ability to use configure system edits against business rules by agency, organization unit and work schedule for leave requests processed via Employee Self Service.	F	F	
FRLV133	Leave Management	Self Service		The ability to allow managers to review all leave requested by user defined period as a basis to approve or reject leave requests.	F	F	
FRLV134	Leave Management	Workflow		The ability to create and maintain a multi-step approval/workflow for review and approval of all leave transactions to be used by the business unit (on/off).	F	F	
FRLV135	Leave Management	LEAVES: Accrue, Use, Pay		The ability to calculate leave accrual based on calendar dates that can be adjusted due to various circumstances such as rehire, appointment, and unpaid leaves in excess of 30 calendar days.	F	F	
FRLV136	Leave Management	LEAVES: Accrue, Use, Pay		The ability to track and report accrued leave time for each employee per each eligible leave type based on user defined rules.	F	F	
FRLV137	Leave Management	LEAVES: Accrue, Use, Pay		The ability to support the use of unlimited number of leave types with or without balance accruals and associated business rules by state/agency.	F	F	
FRLV138	Leave Management	LEAVES: Accrue, Use, Pay		The ability to administer leave plan eligibility based on length of service (vacation is earned from DOH but not available to use until employed for 6 months).	F	F	
FRLV139	Leave Management	LEAVES: Accrue, Use, Pay		The ability to capture and store accrual date.	F	F	
FRLV140	Leave Management	LEAVES: Accrue, Use, Pay		The ability to calculate leave time based on an accrual date.	F	F	
FRLV141	Leave Management	LEAVES: Accrue, Use, Pay		Based on business unit rules, support the ability to allow full-time employees to accrue vacation leave after the first six (6) months of employment.	F	F	
FRLV142	Leave Management	LEAVES: Accrue, Use, Pay		Based on business unit rules, support the ability for part-time employees to accrue vacation leave after the first twelve (12) months of employment.	F	F	
FRLV143	Leave Management	LEAVES: Accrue, Use, Pay		The ability to delete all accrued and unused vacation leave hours for employees who are dismissed.	F	F	
FRLV144	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow an employee who separates from service in good standing, to receive payment for accrued but unused vacation leave up to a maximum of two hundred twenty-five (225) hours (or other allowable maximums).	F	F	
FRLV145	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow employees of eligible agencies who are retiring or retirement eligible to convert their sick, vacation, and personal leaves to receive a maximum of payout benefit of \$5,000.00 under the Retiree Leave Conversion program at 31 IAC 5-10.	F	F	
FRLV146	Leave Management	LEAVES: Accrue, Use, Pay		The ability to reinstate unused and uncompensated sick, vacation, or personal leaves for rehired former employees who did not receive compensation at time of separation.	F	F	
FRLV147	Leave Management	LEAVES: Accrue, Use, Pay		The ability to calculate vacation accrual for full-time employees at 7.0, 7.5, 8.0, 8.5 or 10.5 hours of vacation leave for each 30 days of employment in pay status.	F	F	

FRLV148	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow full-time employees to use earned leave at the end of six months of employment resulting in the immediate availability of earned hours of vacation leave for full-time employees.	F	F	
FRLV149	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow part-time employees working at least fifty percent of full-time to accrue vacation leave at one-half the full-time rate or 3.5, 3.75, 4.0, 4.25, or 5.25 hours of vacation for each 30 days of employment in pay status.	F	F	
FRLV150	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow part-time employees to use their earned vacation after twelve months of employment.	F	F	
FRLV151	Leave Management	LEAVES: Accrue, Use, Pay		The ability to prohibit vacation accrual for hourly, per diem, temporary, intermittent, or employees working less than one-half time.	F	F	
FRLV152	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow eligible employees to accrue unlimited vacation leave hours; some business units apply an annual cap.	F	F	
FRLV153	Leave Management	LEAVES: Accrue, Use, Pay		The ability to roll accrued and unused vacation leave over to the next calendar year; carry forward business rules vary by business unit.	F	F	
FRLV154	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow remaining vacation hours after a partial payout for an employee who separates service in good standing and is rehired.	F	F	
FRLV155	Leave Management	LEAVES: Accrue, Use, Pay		The ability to add accrued vacation leave before used vacation leave is subtracted.	F	F	
FRLV156	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow an employee to go negative for up to 22.5 hours of unaccrued time and as the vacation is accrued the balance is adjusted.	F	F	
FRLV157	Leave Management	LEAVES: Accrue, Use, Pay		The ability to require vacation leaves requested in excess of four (4) continuous calendar weeks to be approved by the State Personnel Director or designee before being used for employees in agencies under SPD jurisdiction.	F	F	
FRLV158	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow employees to use vacation, sick, and personal leaves in increments as small as .25 hour.	F	F	
FRLV159	Leave Management	LEAVES: Accrue, Use, Pay		The ability to calculate comp time based on hours worked in accordance with FLSA.	F	F	
FRLV160	Leave Management	LEAVES: Accrue, Use, Pay		Allow overtime-exempt employees to accrue compensatory (comp) time in accordance with a Financial Management Circular 2013-04 .	F	F	
FRLV161	Leave Management	LEAVES: Accrue, Use, Pay		Allow employees who are required to work on days designated as state holidays to receive compensatory time off to take on another day.	F	F	
FRLV162	Leave Management	LEAVES: Accrue, Use, Pay		Allow overtime-eligible employees to receive comp time in lieu of monetary payment for overtime hours worked.	F	F	
FRLV163	Leave Management	LEAVES: Accrue, Use, Pay		Allow overtime-eligible employees to select if they want comp time or paid time based on hours worked in accordance with FLSA when entering time on their time sheet.	F	F	
FRLV164	Leave Management	LEAVES: Accrue, Use, Pay		Allow employees to indicate on their timesheet comp time hours by selecting CMP for those hours worked.	F	F	
FRLV165	Leave Management	LEAVES: Accrue, Use, Pay		Allow managers to approve or deny Comp Time allocation via time sheet.	F	F	
FRLV166	Leave Management	LEAVES: Accrue, Use, Pay		Ability to prevent managers from changing or denying hours designated for payable hours instead of comp time.	F	F	
FRLV167	Leave Management	LEAVES: Accrue, Use, Pay		Ability to require overtime-eligible employees who have comp time available when taking approved family-medical leave (FML), to use that comp time concurrently with that absence before using accrued leave or taking unpaid leave.	F	F	
FRLV168	Leave Management	LEAVES: Accrue, Use, Pay		Ability to apply compensation at the straight or premium rate for comp time payment.	F	F	
FRLV169	Leave Management	LEAVES: Accrue, Use, Pay		Ability to set criteria to automatically trigger full or partial payment of comp time balances based on amount of balance, date, and/or when an employee moves to an exempt position or to another agency.	F	F	
FRLV170	Leave Management	LEAVES: Accrue, Use, Pay		Prohibit the payment of Comp time to overtime-exempt employees under FMC 2013-04.	F	F	
FRLV171	Leave Management	LEAVES: Accrue, Use, Pay		The ability to zero out any balance of comp time an overtime - exempt employee has upon leaving the agency where they earned it under FMC 2013-14.	F	F	
FRLV172	Leave Management	LEAVES: Accrue, Use, Pay		Allow Supreme Court (INSC) – employees to accrue and use vacation time immediately upon hire. They do not have to wait 6 months to use accrued vacation. (Please see Leaves and Absences workbook)	F	F	

FRLV173	Leave Management	LEAVES: Accrue, Use, Pay		Allow Supreme Court Part time employees to begin accruing bonus vacation hours after 5 years of service at the ½ time rate instead of waiting the normal ten years. (Please see Leaves and Absences workbook)	F	F	
FRLV174	Leave Management	LEAVES: Accrue, Use, Pay		Convert Supreme Court employee vacation hours in excess of 150 hours to sick hours at the end of each calendar year. (Please see Leaves and Absences workbook)	F	F	
FRLV175	Leave Management	LEAVES: Accrue, Use, Pay		Convert Supreme Court remaining personal hours to sick hours at the end of each calendar year. (Please see Leaves and Absences workbook)	F	F	
FRLV176	Leave Management	LEAVES: Accrue, Use, Pay		Allow non-teacher staff at the School for the Blind and Deaf (INSB/INSD) to accrue sick, vacation, and personal leaves at the same full-/part-time rates and frequencies as described for SPD employees. (Please see Leaves and Absences workbook)	F	F	
FRLV177	Leave Management	LEAVES: Accrue, Use, Pay		Prevent teachers from accruing vacation/bonus vacation leave for teachers at the School for the Blind and Deaf (INSB/INSD). (Please see Leaves and Absences workbook)	F	F	
FRLV178	Leave Management	LEAVES: Accrue, Use, Pay		Allow civilian employees to accrue vacation and sick time at the same full-/part-time rates and frequencies as SPD employees. (Please see Leaves and Absences workbook)	F	F	
FRLV179	Leave Management	LEAVES: Accrue, Use, Pay		Allow trooper recruits to accrue sick, vacation, and personal leaves at 8.00 hours based on their 80.00 hours biweekly per pay period (1/10 of the biweekly hours). (Please see LOA workbook)	F	F	
FRLV180	Leave Management	LEAVES: Accrue, Use, Pay		Allow troopers hired after 1982 (Post 82 Troopers) to accrue 8.50 hours based on their 85.00 hours biweekly pay period. (Please see LOA workbook)	F	F	
FRLV181	Leave Management	LEAVES: Accrue, Use, Pay		Allow IEDC employees to accrue at a full-time rate of 8.00 hours based on their biweekly hours which are set at 80.00 hours per pay period (1/10 of biweekly hours). (Please see LOA workbook)	F	F	
FRLV182	Leave Management	LEAVES: Accrue, Use, Pay		Allow IEDC part-time employees to accrue at 50% of the agency's full-time of 8/80. (Please see LOA workbook)	F	F	
FRLV183	Leave Management	LEAVES: Accrue, Use, Pay		Allow Senate employees to accrue vacation, sick, and personal leaves on the same frequencies as described for SPD employees. (Please see LOA workbook)	F	F	
FRLV184	Leave Management	LEAVES: Accrue, Use, Pay		Allow Senate employees to accrue vacation, sick and personal time at a full-time rate of 7.00 hours based on their biweekly hours which are set at 70.00 per pay period. (Please see Leaves and Absences workbook)	F	F	
FRLV185	Leave Management	LEAVES: Accrue, Use, Pay		Allow Senate part-time employees to accrue vacation, sick and personal time at 50% of their bi-weekly hours. (Please see Leaves and Absences workbook)	F	F	
FRLV186	Leave Management	LEAVES: Accrue, Use, Pay		Allow fire fighters to accrue vacation, sick, and personal leaves on the same frequencies as described for SPD employees. (Please see Leaves and Absences workbook)	F	F	
FRLV187	Leave Management	LEAVES: Accrue, Use, Pay		Allow fire fighters to accrue at a full-time rate of 10.5 hours based on their biweekly hours which are set at 106.00 hours per pay period. (Please see Leaves and Absences workbook)	F	F	
FRLV188	Leave Management	LEAVES: Accrue, Use, Pay		Allow DNR Conservation and ATC Excise officers to accrue on the same frequencies as described for SPD employees. (Please see Leaves and Absences workbook)	F	F	
FRLV189	Leave Management	LEAVES: Accrue, Use, Pay		Allow DNR Conservation and ATC Excise officers to accrue at a full-time rate of 8.50 hours based on their biweekly hours which are set at 85.00 per pay period. (Please see Leaves and Absences workbook)	F	F	
FRLV190	Leave Management	LEAVES: Accrue, Use, Pay		Allow accrual dates to be adjusted when an employee has experienced a break in state service or an unpaid leave of more than 30 calendar days.	X	FC	A custom App Engine program would be required to reduce the time associated with accrual dates, based on unpaid leave.
FRLV191	Leave Management	LEAVES: Accrue, Use, Pay		Calculate accruals for vacation, sick, and personal leaves to be adjusted when the accrual date is adjusted on an employee's record.	F	F	
FRLV192	Leave Management	LEAVES: Accrue, Use, Pay		Allow full-time state employees to accrue bonus vacation leave on each year after their five (5), ten (10) and twenty (20) year employment anniversaries. The number of bonus vacation leave hours accrued each year for full-time employees are listed below: <ul style="list-style-type: none"> •For Years 5, 6, 7, 8 and 9, the employee will accrue 22.5 bonus vacation hours per year. •For Years 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, the employee will accrue 60 bonus vacation hours per year. •For Years 20 and over, the employee will accrue 97.5 bonus vacation hours per year. (Please see Leaves and Absences workbook) 	F	F	

FRLV193	Leave Management	LEAVES: Accrue, Use, Pay		Allow employees working part-time (at least 50%) to accrue these amounts at 10, 20, and 40 years. <ul style="list-style-type: none"> •For Years 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, the employee will accrue 22.5 bonus vacation hours per year. •For Years 20-39, the employee will accrue 60 bonus vacation hours per year. •For Years 40 and over, the employee will accrue 97.5 bonus vacation hours per year. (Please see Leaves and Absences workbook) 	F	F	
FRLV194	Leave Management	LEAVES: Accrue, Use, Pay		Calculate and adjust the bonus vacation accrual date for employees who break service or switch between full-time and part-time service.	F	F	
FRLV195	Leave Management	LEAVES: Accrue, Use, Pay		Allow full-time employees to accrue sick leave at the rate of 7.5 sick hours for every 60 days of full-time employment in pay status, plus 7.5 additional sick hours for every 120 days of full-time employment in pay status. (Please see Leaves and Absences workbook)	F	F	
FRLV196	Leave Management	LEAVES: Accrue, Use, Pay		Allow part-time employees working 50% or more of full-time to accrue sick leave at the rate of 3.75 sick hours for every 60 days of employment in pay status, plus 3.75 additional sick hours for every 120 days of employment in pay status. (Please see LOA workbook)	F	F	
FRLV197	Leave Management	LEAVES: Accrue, Use, Pay		Stop hourly, per-diem, temporary, intermittent, or employees working less than one-half time from accruing sick, vacation, and personal leave .	F	F	
FRLV198	Leave Management	LEAVES: Accrue, Use, Pay		Allow employees in LBBM, and Auditor approved employment codes to be set up to accrue sick time based on defined rules; see attached list of employment codes for details .	F	F	
FRLV199	Leave Management	LEAVES: Accrue, Use, Pay		Allow sick leave to accrue based on the sick accrual date.	F	F	
FRLV200	Leave Management	LEAVES: Accrue, Use, Pay		Allow employees to accrue unlimited sick leave.	F	F	
FRLV201	Leave Management	LEAVES: Accrue, Use, Pay		Allow employee's unused sick leave balances to roll over each calendar.	F	F	
FRLV202	Leave Management	LEAVES: Accrue, Use, Pay		Ability to identify active employees that have vacation or sick leave balances of 300 hours or more.	F	F	
FRLV203	Leave Management	LEAVES: Accrue, Use, Pay		Determine the basis for triggering the accrual of leave time earned; currently vacation, sick, personal, and bonus vacation leaves are tied to separate accrual dates.	F	F	
FRLV204	Leave Management	LEAVES: Paid & Unpaid		Track both leave types and/or leave reason codes including but not limited to: <ul style="list-style-type: none"> •Accrued leaves (sick, vacation, and personal) •Bone Marrow and Organ Donor Leaves •Community Service Leave •Disaster Relief Services Leave •Emergency Conditions Leave •Funeral Leave •Jury Duty •Leave to serve as Witness •Military Leave (15 days paid and extended unpaid) •Special Sick Leave •Other Paid Leave •Authorized Leave without Pay •Unauthorized Leave without Pay •(Please see Leaves and Absences workbook) 	F	F	
FRLV205	Leave Management	LEAVES: Paid & Unpaid		Suspend pay when an employee is on an unpaid leave.	F	F	
FRLV206	Leave Management	LEAVES: Paid & Unpaid		Suspend accrual earnings when an employee is on an unpaid leave.	F	F	
FRLV207	Leave Management	LEAVES: Paid & Unpaid		Track lost time (time not worked and not paid).	F	F	
FRLV208	Leave Management	LEAVES: Paid & Unpaid		Bill employee for benefit premiums while on an unpaid leave.	F	F	

FRLV209	Leave Management	LEAVES: Paid & Unpaid		Notify payroll when employees have been approved or denied a leave request.	F	F	
FRLV210	Leave Management	LEAVES: Paid & Unpaid		Track when an employee is absent from work for an entire pay period or more and will be using accrued leave, bone marrow/organ donor leave, SSL, or NPL concurrently with a designated FML.	F	F	
FRLV211	Leave Management	LEAVES: Paid & Unpaid		Track employees who are members in the National Guard or a Reserve Unit of the US Military and are called to active duty.	F	F	
FRLV212	Leave Management	LEAVES: Paid & Unpaid		Pay eligible employees who are a member in the National Guard or Reserves differential pay while on unpaid leave during active duty.	F	F	
FRLV213	Leave Management	LEAVES: Paid & Unpaid		Pay employees who are members in the National Guard or Reserves up to 15 days of paid military leave annually.	F	F	
FRLV214	Leave Management	LEAVES: Paid & Unpaid		Track the eligibility criteria established by the federal Family and Medical Leave Act and regulations.	F	F	
FRLV215	Leave Management	LEAVES: Paid & Unpaid		Automatically indicate when an employee is FML eligible based on federal FML regulations with capability to override.	F	F	
FRLV216	Leave Management	LEAVES: Paid & Unpaid		Track FML concurrently with sick, NPL, worker's comp, STD/LTD, vacation, personal, special sick leave, and Line of Duty when eligible.	F	F	
FRLV217	Leave Management	LEAVES: Paid & Unpaid		Pay employee's accrued or other appropriate paid leave while on FML.	F	F	
FRLV218	Leave Management	LEAVES: Paid & Unpaid		Track FML intermittently, continuously, or as a reduced work schedule.	F	F	
FRLV219	Leave Management	LEAVES: Paid & Unpaid		Track eligibility of New Parent Leave (NPL) based on the Executive Order 17-31 signed by the governor.	F	F	
FRLV220	Leave Management	LEAVES: Paid & Unpaid		Auto enroll full-time employees who have been approved in NPL plan with 150 hours.	F	F	
FRLV221	Leave Management	LEAVES: Paid & Unpaid		Auto enroll part-time employees who have been approved in NPL plan with 75 hours.	F	F	
FRLV222	Leave Management	LEAVES: Paid & Unpaid		Decrease leave balances as used, including hourly or daily increments.	F	F	
FRLV223	Leave Management	LEAVES: Paid & Unpaid		Ability to communicate the status: request, approval, denial, and return to work notifications for leaves via workflow without the use of paper forms.	F	F	
FRLV224	Leave Management	LEAVES: Paid & Unpaid		Allow employees the ability to initiate a request for a leave via Employee Self Service (ESS).	F	F	
FRLV225	Leave Management	LEAVES: Paid & Unpaid		Ability to identify and group employees who were employed at least one year prior to July 1, 1989, when the state's STD/LTD plan was implemented and have never broken service, and enroll them in a special leave plan referred to as Special Sick Leave (SSL). (Please see Leaves and Absences workbook and Leaves: Paid & Unpaid Narrative)	F	F	
FRLV226	Leave Management	LEAVES: Paid & Unpaid		Allow use of SSL only after enrolled employees have exhausted all balances of accrued sick, vacation, and personal leaves.	F	F	
FRLV227	Leave Management	LEAVES: Paid & Unpaid		Allow use of SSL by eligible employees only concurrently with absences covered by FML or STD/LTD.	F	F	
FRLV228	Leave Management	LEAVES: Paid & Unpaid		Deplete SSL balance if an employee separates from state service.	F	F	
FRLV229	Leave Management	LEAVES: Paid & Unpaid		Allow employees to request paid or unpaid Military Leave using Employee Self Service (ESS).	F	F	
FRLV230	Leave Management	LEAVES: Paid & Unpaid		Send notification to designated benefits administrator when an employee elects to continue or discontinue health care benefits while on unpaid Military leave.	F	F	
FRLV231	Leave Management	LEAVES: Paid & Unpaid		Allow employees on Military Leave to submit their Leave & Earnings Statement (LES) from the military authority to Agency Payroll via Employee Self Service.	F	F	
FRLV232	Leave Management	LEAVES: Paid & Unpaid		Calculate Military Differential Pay for employees on unpaid Military Leave. The differential pay equals the difference between base military pay from what they would be paid by the state.	F	F	
FRLV233	Leave Management	LEAVES: Paid & Unpaid		Ability to make adjustments to leave balances.	F	F	
FRLV234	Leave Management	LEAVES: Paid & Unpaid		Pay employees for lost wages if leave was unpaid prior to approval for NPL.	F	F	

FRLV235	Leave Management	LEAVES: Paid & Unpaid		Ability to add accrued leave before used leave is subtracted.	F	F	
FRLV236	Leave Management	LEAVES: Paid & Unpaid		Ability to process and manage more than one Line Of Duty (LOD) leave plan/occurrence for an Indiana State Police (ISP) Trooper. (Please see Leaves and Absences workbook)	F	F	
FRLV237	Leave Management	LEAVES: Paid & Unpaid		Ability to track and report remaining LOD leave per occurrence per ISP Trooper.	F	F	
FRLV238	Leave Management	LEAVES: Paid & Unpaid		Ability to track the status (approved, denied, processing, closed, etc.) of LOD leave per occurrence.	F	F	
FRLV239	Leave Management	LEAVES: Paid & Unpaid		Ability to notify defined stakeholders when an employee is approaching 365 days of LOD leave and is eligible for LTD.	F	F	
FRLV240	Leave Management	LEAVES: Paid & Unpaid		Ability for employee to access the injury/illness form in the Shield online to document the injury.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRLV241	Leave Management	LEAVES: Paid & Unpaid		Ability to process and track LOD leaves on an intermittent bases.	F	F	
FRLV242	Leave Management	LEAVES: Paid & Unpaid		Allow officers to continue to accrue time while on an LOD leave.	F	F	
FRLV243	Leave Management	LEAVES: Paid & Unpaid		Ability to process LOD payments via AOS payroll.	F	F	
FRLV244	Leave Management	LEAVES: Paid & Unpaid		Ability to capture and transmit LOD paid leave time off via the biweekly time reporting file.	F	F	
FRLV245	Leave Management	LEAVES: Paid & Unpaid		Ability to initiate and track a worker's comp leave.	F	F	
FRLV246	Leave Management	LEAVES: Paid & Unpaid		Allow employees on unpaid worker's comp leave to used earned paid time off to supplement worker's comp pay.	F	F	
FRLV247	Leave Management	LEAVES: Paid & Unpaid		Ability to transmit worker's comp claim to 3rd party administrator.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRLV248	Leave Management	LEAVES: Paid & Unpaid		Ability to transmit leave balances and available paid time off to 3rd party administrator.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRLV249	Leave Management	LEAVES: Paid & Unpaid		Ability for 3rd party administrator to communicate expected return to work date to the State.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRLV250	Leave Management	LEAVES: Paid & Unpaid		Ability to stop pay for employees on worker's comp leave.	F	F	
FRLV251	Leave Management	LEAVES: Paid & Unpaid		Ability to process payments out A/P for payments made to employees on worker's comp leave	F	F	
FRLV252	Leave Management	LEAVES: Paid & Unpaid		Allow concurrent use of paid leave while on FML. Overtime-eligible employees in state civil service must first exhaust their comp time (if they have it) and then available sick leave hours prior to using any other leave hours.	F	F	
FRLV253	Leave Management	LEAVES: Paid & Unpaid		Allow employees to use accrued leave (sick, vacation and personal) in increments as small as .25/hour.	F	F	
FRLV254	Leave Management	LEAVES: Paid & Unpaid		No sick leave is paid out except under the Retiree Leave Conversion program at 31 IAC 5-10. Employees who are retiring or retirement-eligible convert their sick, vacation, and personal leaves to receive a maximum of payout benefit of \$5,000.00 under the Retiree Leave Conversion program at 31 IAC 5-10.	F	F	
FRLV255	Leave Management	LEAVES: Paid & Unpaid		Ability to zero out/deplete balances of vacation, sick, and personal leaves when an employee is dismissed from employment to prevent reinstatement of any previously unused balances if employee is rehired.	F	F	
FRLV256	Leave Management	LEAVES: Paid & Unpaid		All full-time employees to accrue personal leave at the rate of 1/10 of full time biweekly hours for every 120 days of full-time employment in pay status.	F	F	
FRLV257	Leave Management	LEAVES: Paid & Unpaid		All part-time employees working at least 50% of 1/10 of biweekly hours to accrue personal leave for every 120 days of employment in pay status.	F	F	
FRLV258	Leave Management	LEAVES: Paid & Unpaid		Exclude all leave accrual for hourly, per diem, temporary, intermittent, or employees working less than one-half time. (see AOS employment code listing)	F	F	
FRLV259	Leave Management	LEAVES: Paid & Unpaid		Accrue personal leave days based on personal leave accrual date.	F	F	
FRLV260	Leave Management	LEAVES: Paid & Unpaid		Limit employees personal leave balance to agency defined rules. (Please see Leaves and Absences workbook)	F	F	

FRLV261	Leave Management	LEAVES: Paid & Unpaid		Allow an employee eligible to accrue personal leave, if the accrual is in excess of the 22.5 hour limit, roll the excess hours into the employee's accrued sick leave balance.	F	F	
FRLV262	Leave Management	LEAVES: Paid & Unpaid		The ability to meet all requirements defined in the Leaves and Absences workbook.	F	F	
FRLV263	Leave Management	LEAVES: Paid & Unpaid		Allow payout of personal leave only under the Retiree Leave Conversion program at 31 IAC 5-10 when employees who are retiring, or retirement eligible convert their sick, vacation, and personal leaves to receive a maximum of payout benefit of \$5,000.00 under the Retiree Leave Conversion program at 31 IAC 5-10.	F	F	
FRLV264	Leave Management	LEAVES: Paid & Unpaid		Once an overtime -eligible employee reaches the federal maximum comp time balance, then all additional over-time hours must be paid.	F	F	
FRLV265	Leave Management	LEAVES: STD/LTD		Ability to establish a 30 calendar day elimination period before STD benefits are payable.	F	F	
FRLV266	Leave Management	LEAVES: STD/LTD		Ability to supplement STD and LTD benefits with paid leave time.	F	F	
FRLV267	Leave Management	LEAVES: STD/LTD		Ability to pay regular pay and disability for employees that are on partial disability and part-time disability.	F	F	
FRLV268	Leave Management	LEAVES: STD/LTD		Ability to provide biweekly salary and leave balances to 3rd party disability administrators.	X	FC	A custom outbound interface would be needed to send information to 3rd party disability administrators.
FRLV269	Leave Management	LEAVES: STD/LTD		Ability to send and receive communication with 3rd party disability administrator through system integration.	X	PCTP	Removed per State of Indiana BAFO Request sent 10/21/2019 Custom interfaces would be required to manage communications with 3rd parties and related payments. Would need clarity on what type of communication is required.
FRLV270	Leave Management	Leave Conversion		Ability to convert accrued vacation and sick leave time into dollars that can be deposited into their 401(a)-matching account (see leave conversion policy; elected offices, legislative, and judicial branches).	F	F	
FRLV271	Leave Management	Leave Coordination		The system shall provide the ability to streamline and coordinate requests for and administration of S/LTD, WC, FML, and NPL when more than one leave applies to a single absence. (Please see Leaves and Absences workbook, Narratives, and Process Flows)	F	F	

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRAL-001	Allocations	Statistical		Allow for cost/revenue allocation based on statistical methods including unlimited statistical entries which may be interfaced into the system, uploaded from spreadsheets, generated by system transactions, or manually entered.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured to allocate cost or revenue in Project Costing or General Ledger module.
FRAL-002	Allocations	Statistical		Add statistical methods as the need arises.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would calculate and distribute labor costs, and then send it to Financials. Allocations would be configured to allocate cost or revenue in Project Costing or General Ledger module.
FRAL-003	Allocations	Statistical		Carry forward history of statistics and use and/or update for use in the next period.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would calculate and distribute labor costs, and then send it to Financials. Allocations would be configured to allocate cost or revenue in Project Costing or General Ledger module.
FRAL-004	Allocations	Data Capture		Modify and store indirect rate(s) set for specific effective date ranges, including statewide cost allocation plan (SWCAP) or agency revenue/cost allocation, and applied to all related transactions for the period of the effective dates, including overhead allocations.	F	F	The Allocation requirements would be met in the Finance application. Indirect rate(s) set can be configured in Project Costing module as Rate Set or Rate Plan. Rate sets and rate plans in Project Costing can be assigned to projects or activities to apply indirect rates to all related transactions.

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRAL-005	Allocations	Data Capture		Add cost pools as the need arises.	F	F	The Allocation requirements would be met in the Finance application. Cost pools can be defined as projects or other COA cost centers. HCM Time and Labor would calculate and distribute labor costs to these projects or cost centers, and then send it to Financials. Additional cost pools can be defined as new projects or new cost centers.
FRAL-006	Allocations	Calculation and Transaction		Define the sequence and schedule of allocations at the agency level.	F	F	The Allocation requirements would be met in the Finance application. Allocation can be uniquely configured by Business Units in Financials. Each allocation can be run at different schedule. Each agency can be either one or many Business Units.
FRAL-007	Allocations	Calculation and Transaction		Allocate revenues/expenditures to various chart of account elements by percentage.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-008	Allocations	Calculation and Transaction		Apply the allocation percentages across the target COA distributions and create the necessary balanced journal entry for the transaction.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-009	Allocations	Calculation and Transaction		Automatically move (step) allocations to another grant or phase when the allocated grant does not allow the charge, based on agency defined criteria.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRAL-010	Allocations	Calculation and Transaction		Establish, store, and utilize single and multi-layered revenue/cost redistribution matrices to allocate revenues/expenditures after their initial posting to various chart of account elements by percentage.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-011	Allocations	Calculation and Transaction		Maintain a step-down revenue/cost allocation methodology.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-012	Allocations	Calculation and Transaction		Cross check that each "pool" to be allocated is completely allocated.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-013	Allocations	Calculation and Transaction		Run a "pre-check" allocation for review before submitting for final approval.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-014	Allocations	Fund Split		Perform program income fund split before cost allocation to net expenditures and income. Perform fund splits after cost allocation to move expenditures from undefined fund detail to the federal or state grant fund details, based on the fund split percentage.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRAL-015	Allocations	Projection		Generate estimates of indirect costs for receiving grants (existing and new grants), based on existing statistics.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-016	Allocations	Projection		Perform "what if" modelling using different statistical models for grant allocations.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-017	Allocations	Inquiry and Reporting		Query/report on all amounts allocated to a grant and trace it back to the original allocating grant.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-018	Allocations	Inquiry and Reporting		Retain and report on the history of revenue/cost pools and statistical measures for any period.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-019	Allocations	Inquiry and Reporting		Report on revenue/cost pools and current statistics as input during the period in which they are accumulated, and historical reporting.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

#	Report ID	Report Name	Description	Produced By
FRRPT-001	B269D001 PFTA2100	ACCOUNT NMBR COMB NOT FND ON NCR ACCRUALS REPORT	Wrong level 3,4,5 Shows total master file records and YC and ZT transactions	Payfake Payfake
FRRPT-002				
FRRPT-003	ACHR3PF5 PY444PF4	ACH TOTALS REPORT ANNUAL CHILD SUPPORT FEE GARN	Gives ACH totals for the week Lists ee's with KX DOE code, amount and ytd amount for that pay date	Payfake Payfake
FRRPT-004				
FRRPT-005	PFPR08	CHECK HOURLY RATE TO SALARY	Salary changes	Payfake
FRRPT-006	PFPR08C	CITY CONVERSION ERROR REPORT	City is too long	Payfake
FRRPT-007	S269D001	CLERK REQUESTED OPTIONS REPORT	Various errors	Payfake
FRRPT-008	5070PF2A	COMPUTE WARNINGS	Transfer warnings	Payfake
FRRPT-009	S0700PF3	COMPUTE WARNINGS	Life insurance errors	Payfake
FRRPT-010	S269D003	CONFIRM NEGATIVE ADJ TO GROSS	Positive, negative adjustments by level 2	Payfake
FRRPT-011	P506APF4	COUNTY METHOD VERIFY	County method errors	Payfake
FRRPT-012	PY430PF4	DATE OF BIRTH ERRORS	Date of birth errors	Payfake
FRRPT-013	PF166ERR DOENTPF5	DECREMENT ERROR REPORT Deductions Not Taken	EE status no pay List emps with DOE's that would not deduct that pay	Payfake Payfake
FRRPT-014	PY473PF4	DEFERRED COM INCR TO MIN AMT	Shows all deferred comp deductions that were increased to \$15/check for any zero dollars that were changed to \$15	Payfake
FRRPT-015	PY382TZ	DEFERRED TZ NEAR OR OVER LIMIT	Emps who are close or going over deferred comp limit	Payfake
FRRPT-016				
FRRPT-017	PY370PF4 SY37D10	DIRECT DEPOSIT SETUP ERROR REPT DIV 4 , 24 / NONACT WITH VAC HRS	Invalid direct deposit set up VAC/SICK/PER/Comp with negative balances	Payfake Payfake
FRRPT-018				
FRRPT-019	S1951D10 PY456PF4	EA ERROR BY RETIREMENT CODE EMP PD OUT OF LBBM OR OTHER L1L2	List emps with possible retirement errors Shows emps being paid out of more than one level 1	Payfake Payfake
FRRPT-020				
FRRPT-021	PY468PF4	EMP WTH ST POL INS/ND ACT S6 DOE	EMP WTH ST POL INS/ND ACT S6 DOE	Payfake
FRRPT-022	PY464PF4	EMPLOYEES W/O ACTIVE DOES YY ZZ	EMPLOYEES W/O ACTIVE DOES YY ZZ	Payfake
FRRPT-023	P463BPF4	EMPLOYEES WITH NVALID SEASONAL CD	EMPLOYEES WTH INVALID SEASONAL CD	Payfake
FRRPT-024	PY417PF6	EMPLOYMENT/TERMINATION DATE ERRO	Shows term date errors	Payfake
FRRPT-025	PY474PF4 PRT0TPF5	EMPS WITH DOE C3 CUR AMT NE ZERO FAKE GROSS TO NET REGISTER	EMP WITH CURRENT C3 DOE AMOUNTS Shows totals and which agencies are getting paid	Payfake Payfake
FRRPT-026				
FRRPT-027	N0D0EKE4	FAKE NODDE REPORT	Lost hours report	Payfake
FRRPT-028	SY191D10	FICA INDICATOR CHANGES	FICA INDICATOR CHANGES	Payfake
FRRPT-029	PY480G1	G1 BONUS ACTIVITY	G1 bonus totals	Payfake
FRRPT-030	PY477RPT	GARN DOE WITHOUT AMT	Shows garnishment does without amounts	Payfake
FRRPT-031	PY41534S P1202PF4	GARN ISETS ERROR GARNISHMENNTS OVER 25% OF DISPOS	Garnishments w/out isets numbers Emps with garns over 25% of their disp income	Payfake Payfake
FRRPT-032	PF4PY120	GARNISHMENNTS OVER 50% OF DISPOS	Garnishments greater than 50% of disp income	Payfake
FRRPT-033	GRNCERR	GARNISHMENT COURT ERROR REPORT	Shows emps without a court number keyed on them	Payfake
FRRPT-034				
FRRPT-035	PYGN06A PF4PY350	GARNISHMENT COURT/CAUSE NOT FND Garnishment DOES Not Taken	List court/cause number not found List garnishments active but nothing coming out for that pay	Payfake Payfake
FRRPT-036				
FRRPT-037	PY113D14	GL ERROR REPORT	Invalid level 3,4,5 with PS	Payfake
FRRPT-038	PY465PF4	HOURLY RATE OR SALARY MISSING	HOURLY RATE OR SALARY MISSING	Payfake
FRRPT-039	PY425RPT	HSA ERROR SETUP REPORT	Shows various HSA errors	Payfake
FRRPT-040	IERPTPF5	I/E REPORTS F5	Board member pay	Payfake
FRRPT-041	PY471PF4	Inmates with FICA A	Shows inmates coded with a FICA A	Payfake
FRRPT-042	PY27PF4	INPRS DOE TOTALS	Retirement totals	Payfake
FRRPT-043	PF4PY329	IRS Levy Report	List emps with levy garnishment	Payfake
FRRPT-044	PY441PF4	IRS LOCK IN EXCEPTIONS RPT	Shows everyone who has a current lock in	Payfake
FRRPT-045	P479P34S	KX PAID BY EMPLOYEE	Emps having KX deducted that pay	Payfake
FRRPT-046	py409doe	MULTIPLE UNION ERRORS	Emps with multiple union deductions	Payfake
FRRPT-047	PY505PF4	OVERTIME IN EXCESS	OVERTIME IN EXCESS	Payfake
FRRPT-048	S154AD10	PAY RATE/ STATUS CHANGES-DIF SORT	Shows salary changes/percent inc/dec	Payfake
FRRPT-049	GLERRPF3	PAYROLL GL ERROR REPORT	Invalid level 3,4,5 with oldacct	Payfake
FRRPT-050	PF3RECON	PAYROLL RECON SUMMARY REPORT	Shows ACH totals	Payfake
FRRPT-051	PRGLAGYF	PAYROLL/GL AGENCY CENTER	Agency totals	Payfake
FRRPT-052	PERFERR	PERF PERCENT ERROR REPORT	Retirement errors	Payfake

#	Report ID	Report Name	Description	Produced By
	PY371PF4	SOC/MED/MQGE TAX REFUND REPORT	Shows anyone receiving a tax refund that pay	Payfake
FRRPT-053				
FRRPT-054	S1571D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-055	S1573D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-056	S1574D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-057	S1575D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-058	S1576D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-059	S1577D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-060	S1578D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-061	S1579D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-062	FINCD22A	SUSPENSE FUND CENTER REPORT	Shows errors between payroll and GL	Payfake
FRRPT-063	P503APF4	TAXABLE FRINGE BENEFITS - DOE	Totals for taxable benefits for all agencies	Payfake
FRRPT-064	P503BPF4	TAXABLE FRINGE BENEFITS- L1L2	Totals for taxable benefits by level 2	Payfake
FRRPT-065	SA20W5A	TIME AND ATTENDANCE	Shows invalid biweekly hours	Payfake
FRRPT-066	PFTIMBAL	TIME ENTRY BALANCING	Hours totaled by level 3,4,5	Payfake
	PFTIMERR	TIME ENTRY ERRORS	Payfile errors-reg hours coded for autopay/emp not found	Payfake
FRRPT-067				
FRRPT-068	PFTIMINP	TIME ENTRY INPUT	Hours from payfile by level 3,4,5	Payfake
	PF4PY355	TOO LITTLE DEFERRED COMP	Shows who is receiving match w/out 457 or vice versa	Payfake
FRRPT-069				
FRRPT-070	PY435PF4	TRANSACTION ENTRIES TO SCREEN 47	Shows other ZT transactions by level 2	Payfake
FRRPT-071	SLP40W11	TRANSACTION VALIDATION	Shows errors on transfers	Payfake
FRRPT-072	R2108W11	TRANSFER INPUT LIST	Listing of all transfers	Payfake
FRRPT-073	PY251W11	TRANSFER WARNINGS & ERRORS	Shows transfers that didn't process	Payfake
FRRPT-074	PY270PF2	VAC/SICK/PER/BON HOURS CONV	VAC/SICK/PER/BON HOURS CONV	Payfake
FRRPT-075	PFVALMNT	VALIDATE MNT TRANS	Validation of maintenance transactions	Payfake
FRRPT-076	PFVALPAY	VALIDATE PAY TRANS	Validation of pay transactions	Payfake
FRRPT-077	PY381PF4	WEEKLY ACT DEF COMP NOT IN ACT	Shows not eligible for deferred comp	Payfake
FRRPT-078	SB189W07	2ND CLOSE-REPORT L1/L5 BALANCING	Hours totaled by level 3,4,5	Payroll
	SE189W07	2ND COLSE-TIME ENTRY ERROR RPT	Payfile errors-reg hours coded for autopay/emp not found	Payroll
FRRPT-079				
	PY471W10	ACCOUNT NMBR COMB NOT FND ON NCR	Wrong level 3,4,5	Payroll
FRRPT-080				
FRRPT-081	PY23DW13	ACCUM PROCESS CHK REV ZERO CHK#	Errors if no check number entered (Suzie)	Payroll
FRRPT-082	PY23BW13	ACCUM PROCESS CHK REVER EMP NAME	List by emp name	Payroll
FRRPT-083	PY23AW13	ACCUM PROCESS CHK REVER L1L2 SEQ	List reversals by L1L2	Payroll
FRRPT-084	PY23CW13	ACCUM PROCESS DUP CHECK REVERSAL	Multiple check reversals of same numbers	Payroll
FRRPT-085	ACHR3W06	ACH TOTALS REPORT	Gives ACH totals for the week	Payroll
	PY444W10	ANNUAL CHILD SUPPORT FEE GARN	Lists ee's with KX DOE code, amount and ytd amount for that pay date	Payroll
FRRPT-086				
FRRPT-087	PYSLPPB	BOSTON MUTUAL	Total dollar amount for DOE code "PB"	Payroll
FRRPT-088	SR08W5A	CHECK HRLY RATE TO SALARY RPT	Salary changes	Payroll
FRRPT-089	SY112W09	CHECK RECON TO ACCOUNTS PAYABLE	Number of deposits and total ach	Payroll
FRRPT-090	SR08CW5A	CITY CONVERSION ERROR REPORT	City is too long	Payroll
FRRPT-091	S269DOO1	CLERK REQUESTED OPTIONS REPORT	Various errors	Payroll
FRRPT-092	S0700W03	COMPUTE WARNINGS	Transfer warnings	Payroll
FRRPT-093	S269DOO3	CONFIRM NEGATIVE ADJ TO GROSS	Positive, negative adjustments by level 2	Payroll
FRRPT-094	PY430W10	DATE OF BIRTH ERRORS	Date of birth errors	Payroll
FRRPT-095	SE166W07	DECREMENT ERROR REPORT	EE status no pay	Payroll
FRRPT-096	DEFPCW17	DEFERED COMP OUTPUT TAPE/REPORT	Deferred comp totals	Payroll
	PY473W10	DEFERRED COMP INCR TO MIN AMT	Shows all deferred comp deductions that were increased to \$15/check for any zero dollars that were changed to \$15	Payroll
FRRPT-097				
	PY382TZ	DEFERRED TZ NEAR OR OVER LIMIT	Emps who are close or going over deferred comp limit	Payroll
FRRPT-098				
FRRPT-099	P3702A01	DIRECT DEPOSIT SETUP ERROR REPT	Second direct deposits over \$1000	Payroll
FRRPT-100	PY370A01	DIRECT DEPOSIT SETUP ERROR REPT	invalid direct deposit set up	Payroll
FRRPT-101	DOETLW06	DOE TOTAL PAGES	List all does and their totals	Payroll
FRRPT-102	S1951W10	EA ERROR BY RETIREMENT CODE	List emps with possible retirement errors	Payroll
FRRPT-103	PY456W19	EMP PD OUT OF LBBM OR OTHR L1L2	Paid out of more than one agency	Payroll
FRRPT-104	PY474W10	EMP WITH CURRENT C3 DOE AMOUNTS	EMP WITH CURRENT C3 DOE AMOUNTS	Payroll
FRRPT-105	PY468W10	EMP WTH ST POL INS/ND ACT S6 DOE	EMP WTH ST POL INS/ND ACT S6 DOE	Payroll
	P1576W24	EMPLOY/EMPLOYER MEDICARE TAX COM	SS/Med tax balancing	Payroll
FRRPT-106				
	P1577W24	EMPLOY/EMPLOYER MQGE WAGE COMPAR	SS/Med tax balancing	Payroll
FRRPT-107				
FRRPT-108	P1575W24	EMPLOYEE MEDICARE WAGE/TAX OUT	SS/Med tax balancing	Payroll
	P1578W24	EMPLOYEE MQGE WAGE/TAX OUT BALAN	SS/Med tax balancing	Payroll
FRRPT-109				
	PY311W34	EMPLOYEE TERMINATION LISTING	List emps with garns who term by court number- send to court	Payroll
FRRPT-110				

#	Report ID	Report Name	Description	Produced By
FRRPT-111	P1572W24	EMPLOYEE WAGE/TAX OUT BALAN	SS/Med tax balancing	Payroll
FRRPT-112	P1573W24	EMPLOYEE/EMPLOYER FICA TAX COMPA	SS/Med tax balancing	Payroll
	P1571W24	EMPLOYEE/EMPLOYER FICA WAGE COMP	SS/Med tax balancing	Payroll
FRRPT-113				
FRRPT-114	P1574W24	EMPLOYEE/EMPLOYER MEDICARE WAGE	SS/Med tax balancing	Payroll
FRRPT-115	P1574W24	EMPLOYEE/EMPLOYER MEDICARE WAGE	SS/Med tax balancing	Payroll
	P1579W24	EMPLOYEE/EMPLOYER MQGE TAX COMPA	SS/Med tax balancing	Payroll
FRRPT-116				
FRRPT-117	PY464W10	EMPLOYEES W/O ACTIVE DOES YY ZZ	EMPLOYEES W/O ACTIVE DOES YY ZZ	Payroll
FRRPT-118	P463BW10	EMPLOYEES WTH INVALID SEASONAL CD	EMPLOYEES WTH INVALID SEASONAL CD	Payroll
FRRPT-119	PY410ERR	EMPLOYEES WITH FLEX PLAN DISCREP	D9, M9, S9	Payroll
FRRPT-120	SY191W10	FICA INDICATOR CHANGES	FICA INDICATOR CHANGES	Payroll
FRRPT-121	PY170W15	G/L BALANCING REPORT	Totals by level 1	Payroll
FRRPT-122	PY48OG1	G1 BONUS ACTIVITY	G1 bonus totals	Payroll
	PY477RPT	GARN DOE WITHOUT AMT	List garnishment DOE's that do not have a dollar amount	Payroll
FRRPT-123				
	PY415W34	GARN ISETS ERROR	List garnishment DOE's on screen 198 that do not have an isets number	Payroll
FRRPT-124				
	GRNCREG	GARNISHMENT COURT DISTR REGISTER	List of each employee who had a garnishment; the amount, limit and court number	Payroll
FRRPT-125				
	GRNCERR	GARNISHMENT COURT ERROR REPORT	Shows emps without a court number keyed on them	Payroll
FRRPT-126				
	PYGN06A	GARNISHMENT COURT/CAUSE NOT FND	List employees who do not have either a court number or cause number in GEAC	Payroll
FRRPT-127				
	PYGN04A	GARNISHMENT NEGATIVE INDICATOR	List employees who have something entered in the negative field in GEAC	Payroll
FRRPT-128				
	P1202W10	GARNISHMENTS OVER 25% OF DISPOS	List employees whose garnishments are more than 25% of their disposable pay	Payroll
FRRPT-129				
	W10PY120	GARNISHMENTS OVER 50% OF DISIPOS	List employees whose child support is more than 50% of their disposable pay	Payroll
FRRPT-130				
	W10PY350	GARNISHMENTS OVER 50% OP DISIPOS	List employees whose garnishments cannot deduct b/c they are not making enough	Payroll
FRRPT-131				
	PYGN05A	GARNISHMENTS REFUND	List employees who have a negative amount for a garnishment	Payroll
FRRPT-132				
	PY113D14	GL ERROR REPORT	Invalid level 3,4,5 with PS	Payroll
FRRPT-133				
	PY439W10	GREAT WEST NEW HIRE REPORT	Goes to agencies with check breakdown	Payroll
FRRPT-134				
	PY465W10	HOURLY RATE OR SALARY MISSING	HOURLY RATE OR SALARY MISSING	Payroll
FRRPT-135				
	PY425RPT	HSA ERROR SETUP REPORT	Shows various HSA errors	Payroll
FRRPT-136				
	IERPTW06	I/E REPORTS B6	Board member pay	Payroll
FRRPT-137				
	PY471W10	INMATES WITH FICA A	Errors in fica indicator for INID	Payroll
FRRPT-138				
	PY27W10	INPRS DOE TOTALS	Retirement totals	Payroll
FRRPT-139				
	PY441W24	IRS LOCK IN EXCEPTIONS RPT	Shows everyone who has a current lock in	Payroll
FRRPT-140				
	P479PW34	KX PAID BY EMPLOYEE	List all employees who have a child support fee being paid	Payroll
FRRPT-141				
	PY409DOE	MULTIPLE UNION ERRORS	List employees who have multiple union DOE's being deducted on the same pay	Payroll
FRRPT-142				
	PY505W10	OVERTIME IN EXCESS	OVERTIME IN EXCESS	Payroll
FRRPT-143				
	S154AW10	PAY RATE/STATUS CHANGES-DIF SORT	Shows salary changes/percent inc/dec	Payroll
FRRPT-144				
	GLERRW12	PAYROLL GL ERROR REPORT	Invalid level 3,4,5 with oldacct	Payroll
FRRPT-145				
	PRTOTW06	PAYROLL GROSS TO NET REGISTER	Shows totals and which levels are being paid	Payroll
FRRPT-146				
	PY324W10	PAYROLL NO DOE REPORT	Lost hours/FICA B	Payroll
FRRPT-147				
	PRGLAGY	PAYROLL/GL AGENCY CENTER	Agency totals	Payroll
FRRPT-148				
	PERFERR	PERF PERCENT ERROR REPORT	Retirement errors	Payroll
FRRPT-149				
	PIDLESSP	PIDLESS PEOPLE PROD	List employees who do not have a PID (Pension ID)	Payroll
FRRPT-150				
	PY320W13	PREPAYS REVERSALS ADJUSTMENT RPT	List all manual warrants and reversals done for the pay/last page sent to Accounting	Payroll
FRRPT-151				
	SQCMW09	PURGED CHECK IMAGES FROM AUDIT	Shows voided warrants from operations as well as manuals created for the week	Payroll
FRRPT-152				
	SQCCW09	PURGED ONLINE CHECK CALC TRANS	Weekly version of daily manuals	Payroll
FRRPT-153				
	PFCONFRM	RETIEMENT DEDUCTION CONFIRM	Voluntary Pretax PERF/TRF greater than 10%	Payroll
FRRPT-154				
	p3702b01	SECOND D D AMOUNTS GREATER \$1000	Reasonableness	Payroll
FRRPT-155				
	PY371W20	SOC/MED/MQGE TAX REFUND REPORT	Shows anyone receiving a tax refund that pay	Payroll
FRRPT-156				
	P503AW10	TAXABLE FRINGE BENEFITS - DOE	Totals for taxable benefits for all agencies	Payroll
FRRPT-157				
	P503BW10	TAXABLE FRINGE BENEFITS - L1L2	Totals for taxable benefits by level 2	Payroll
FRRPT-158				
	PW408W06	TAX DISTRIBUTION	Totals by Tax ID	Payroll
FRRPT-159				
	SA20W5A	TIME AND ATTENDANCE	Shows invalid biweekly hours	Payroll
FRRPT-160				

#	Report ID	Report Name	Description	Produced By
	W10PY355	TOO LITTLE DEFERRED COMP	Shows who is receiving match w/out 457 or vice versa	Payroll
FRRPT-161				
FRRPT-162	PY435W10	TRANSACTION ENTRIES TO SCREEN 47	Shows other ZT transactions by level 2	Payroll
FRRPT-163	SLP40W01	TRANSACTION VALIDATION	Shows errors on transfers	Payroll
	SLP40W03	TRANSACTION VALIDATION	List errors on employees for variety of maintenance information entered	Payroll
FRRPT-164				
	SLP40W07	TRANSACTION VALIDATION	List errors on employees for variety of maintenance information entered	Payroll
FRRPT-165				
	SRP40W5A	TRANSACTION VALIDATION	List errors on employees for variety of maintenance information entered	Payroll
FRRPT-166				
FRRPT-167	R2108W01	TRANSFER INPUT LIST	Listing of all transfers	Payroll
FRRPT-168	PY251W01	TRANSFER WARNINGS & ERRORS	Shows transfers that didn't process	Payroll
FRRPT-169	S199DW01	TRANSFERS	List accepted and rejected transfers	Payroll
FRRPT-170	PY270W5A	VAC/SICK/PER/BON HOURS CONV	VAC/SICK/PER/BON HOURS CONV	Payroll
FRRPT-171	PY361W10	Voluntary PERF/TERF Errors	Shows incorrect voluntary PERF/TRF set ups	Payroll
FRRPT-172	PY381W10	WEEKLY ACT DEF COMP NOT IN ACT	Shows not eligible for deferred comp	Payroll
		Monthly Job Code Report	includes Active Job Codes only; produced by GMIS and provided to Class and Comp	GMIS Monthly
FRRPT-173				
FRRPT-174		Position Allocation Report		GMIS Monthly
FRRPT-175		Average Salary Report	Query	GMIS Ad-hoc
FRRPT-176		Inactive Job Codes Report	Query	GMIS Ad-hoc
FRRPT-177		Reclass Report		GMIS Monthly
FRRPT-178		Vacancy Report		GMIS Ad-hoc
		MisMatch Reports	Class and Comp utilizes Tableau to extract and compare data to ensure alignment in PeopleSoft Tables and with AOS	Class and Comp As Needed
FRRPT-179				

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

Form Name	Decription	Doc Owner
FRFRM-001 Agency Head Bonus (G8)		Agency Payroll
FRFRM-002 AS-47 Revision 2	Used set up non-Health & Welfare benefit deductions	Agency Payroll
FRFRM-003 Board Members	Used to calculate pay for board member	Agency Payroll
FRFRM-004 County Tax Change Sheet	Used to change the county for which an employee is tax.	AOS Payroll
FRFRM-005 CPA Bonus (G9)		
FRFRM-006 D.O.E.	Used to establish a new deduction code.	
FRFRM-007 Direct Deposit	Used to establish direct deposit pay for employees.	AOS Payroll
FRFRM-008 Field Exp AP-63	Used to transmitt HR pay impacting changes.	
FRFRM-009 Internet Reimbursement		
FRFRM-010 Irrovocable Pre-Tax		AOS Payroll
FRFRM-011 Leave Adjustment	Use to adjust an employee's pay	Agency Payroll
FRFRM-012 Manual Warrants		Agency Payroll
FRFRM-013 Negative Adjustment to Gross		Agency Payroll
FRFRM-014 Payroll Certificate		AOS Payroll
FRFRM-015 Performance Bonus (G1)		HCM
FRFRM-016 Personnel/Payroll Action		HCM
FRFRM-017 Positive Adjustment (C6)		Agency Payroll
FRFRM-018 Required Settlement Form		AOS Payroll
FRFRM-019 Reversal Form		AOS Payroll
FRFRM-020 Taxable Fringe Misc (1F)		AOS Payroll
FRFRM-021 Voluntary PERF		AOS Payroll

Technical Proposal

RFP 19-105, Indiana HCM Payroll Modernization Project

Attachment F3 - Technical Proposal - Project Related Requirement Template

General Requirements Instructions
The light blue shaded cells indicate information Vendors are expected to provide. The description cells should be limited to 300 words or less (please provide reasoning/explain yes /no responses)
Additional information can be provided beyond what is included in the worksheet descriptions or answers. The additional information must be referenced in the specific worksheet line item description. (e.g. "Project Related Requests - PRPRR-001)
Rows and Columns should not be added without prior approval from IDOA.
requirement "Should.....", each requirement should be interpreted to imply the "The Vendor shall..." when determining response codes.
Vendors must add notes for any requirements that will require significant additional costs to satisfy.
Key Definitions
SOI: is the State of Indiana including all branches, schools, museums, agencies, departments, quasi-agencies, persons of interest, and not limited to this list.
Shall: When used to describe a requirement, it denotes an important requirement that needs to be fulfilled by a future state HCM and Payroll System implementer.
Should: When used to describe a requirement, it denotes a nonessential requirement that SOI desires to be fulfilled by a future state HCM and Payroll System implementer.
Configuration: The ability to apply business logic through the use of native tools or screens and without the need for coding or code like development. Configuration should be accomplished by functional resources without the need for programming experience.
Customization: The modification or extension of software through coding or code like development to meet the specific needs of SOI.
Vendor: The primary implementer who will be responsible for their products and services.
Vendor-Partner: A partner of the Vendor who will provide products or services and be managed and contracted by the Vendor.

Vendor Response Codes - Vendor Ability To Satisfy

FV = Requirement will be fully satisfied by Vendor FTE resources.

FP = Requirement will be fully satisfied by Vendor-Partner resources.

FVC = Requirement will be fully satisfied by Vendor FTE resources supplemented by Vendor resources contracted by Vendor for this

FPC = Requirement will be fully satisfied by a combination of Vendor FTE, Vendor-Partner and Vendor contracted resources.

P = Requirement will be partially satisfied.

X = Requirement will not be satisfied and is not included in the proposal.

* Vendor must provide response codes for all requirements. Explanation required for all Vendor Response Codes except "FV".

Brief Project Related Requirements Worksheet Descriptions

Project Related Requests: SOI requirements for certain project related methodologies including but not limited to, testing, training and project management. Open ended questions giving vendors the opportunity to describe approach, impact to overall project and commitment to standards.

1. Project Management: Requirements of the vendor to follow a structured delivery methodology that including but not limited to, status reporting, risk management, issue management, and budget and scope management, and management of their sub Vendors.
2. Organizational Change Management: SOI requirements for business transformational change management.
3. Training: SOI requirements for preparing the organization to fully leverage the new capabilities of the HCM and Payroll System.
4. Testing: SOI requirements to confirm that the solution is functioning as designed ahead of a production release. Including but not limited to, unit testing, system testing, integration testing, interface testing, conversion testing, regression testing and user
5. Vendor Team Experience: SOI requirements pertaining to the experience and qualifications of key staff in the delivery of the HCM and Payroll System.
6. Project Design & Build: SOI Requirements that define the components expected in the Vendor's design and build methodology.
7. Cut Over & Support: SOI requirements that define the components expected in the Vendor's cutover and support methodology.

Technical Proposal

RFP 19-105, Indiana HCM Payroll Modernization Project

Attachment F3 - Technical Proposal - Project Related Requirement Template

Please Complete Blue Shaded Regions

Description or Attachment Reference - If more than 300 words include attachment

Project Management

PRPRR-001

The HCM and Payroll Modernization project is one of the largest system related projects on the State of Indiana agenda and represents a significant investment for the State of Indiana. As with any complex, long term, transformational project, Indiana will require the Vendor to follow a structured delivery methodology that includes project initiation, project organization, budget and scope management, cost and schedule management, change control, quality assurance, stakeholder communication, issues management, risk management and status reporting (SDLC methodology). While Indiana does not intend to dictate a methodology, we do expect that the Vendor will specify a methodology and align to that methodology during the execution of the project.

Please provide the following documents with your proposal:

- 1) Overview of your approach to project management methodology, how your methodology incorporates the items listed above, and how your approach impacts the cost, risk, and timelines of the solution delivery.
- 2) Vendor's strategy to control additional change related costs throughout implementation.
- 3) Samples from a project of similar size, scope and complexity of the following documents:
 - Project Schedule
 - Project Management Plan
 - Status Report
 - Risk Tracking Report
 - Issue Tracking Report
 - Action Items Tracking Report
 - Roles and Responsibilities Matrix
 - Escalation Process Documentation
- 4) A response to each requirement with details on how the Vendor will deliver the requirement.
- 5) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation.

Enter your response below. Please indicate if attachments are included.

Please see Section 1 Project Management (PRPRR-001) of Attachment F3 Project Related Requirements Supplement for Accenture's response.

PRPRR-002

Organizational Change Management

Enter your response below. Please indicate if attachments are included.

The primary cause of failure for large transformation projects can be traced to a lack of active change management. Change management includes communication and messaging, change assessment, organization or operational redesign, skillset analysis, and organizational go-live support. Is change management delivered through the Vendor organization or do you typically leverage partners or sub-Vendors?

Please see Section 2 Organizational Change Management (PRPRR-002) of Attachment F3 Project Related Requirements Supplement for Accenture's response.

Please provide examples of how you partnered with previous clients for organizational change management activities including, but not limited to,

- 1) Overview of your change management approach.
- 2) Draft Change Management Plan for this project that at a minimum contains:
 - Behaviors and Change Readiness Approach
 - Stakeholder Engagement Plan including detailed activities and frequency
 - Business Process Reengineering Approach
 - Transition Management Plan
- 3) Draft Communication Plan that at a minimum contains:
 - Audience Analysis
 - Communication Method/Channel Inventory
 - Message and Timing Analysis
 - Communication Strategy
- 4) Draft Stakeholder Analysis Plan that at a minimum contains:
 - Categorization of relevant stakeholders by their support for a change (e.g., "Supporters", "Blockers", etc.) and identifies the change's impact on each group
 - Capture of data on communication with key stakeholders including frequency, preferred channel, and current challenges
- 5) A response to each requirement with details on how the Vendor will deliver the requirement.
- 6) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation

Training**Enter your response below. Please indicate if attachments are included.**

NOTICE: The State is requesting complete training services for this project including the tools, techniques and resources to provide complete training to all appropriate State organizations and individuals. Depending on the quality of training service proposals, training services may be separated from the project scope prior to BAFO requests. Please ensure all aspects of your training services proposal, including tasks, resources and costs, are easily identified and can be removed from your proposal.

Training refers to the broader needs around preparing the organization to fully leverage the new capabilities of the HCM and Payroll System. This includes performing skills assessment, identifying gaps, and developing targeted training. The actual execution of training may include presentations and demonstrations, hands on simulations, virtual training, and/or instructor led training (either Vendor delivered or “train the trainer”). Please describe your approach to confirming that the State of Indiana (SOI) organization is properly trained to leverage the capabilities of the HCM and Payroll HCM and Payroll System including specific tools or techniques.

Please provide the following documents with your proposal:

- 1) Overview of Vendor's training approach for internal SOI end-users, any external users of the HCM and Payroll System, and SOI technical staff.
- 2) A sample training plan covering end-user (internal and external) training requirements including the following:
 - Training methods for both internal SOI end-users as well as external stakeholders
 - Sample curriculum and length of trainings
 - Scope of training
 - Training delivery (i.e. trainer identification, logistics, training administration, and schedules)
 - Training materials
 - Assessment methodology and plan for re-training of SOI identified users who do not show the proficiency to perform their job in the new HCM and Payroll System solution
- 3) Provide a sample of the vendor's Technical Training Plan that at a minimum contains:
 - Training methods
 - List of required skills and proficiency level by technical position
 - Sample Technical Staff Skills Assessment
 - Proposed training courses by role
- 4) Sample training materials to be used for end-user training including Training Manuals, Job Aids, and Quick Reference Guides
- 5) Describe the standard methodology for knowledge transfer including objective measures to determine whether there has been sufficient knowledge transfer.
- 6) Provide a sample of the Vendor's Knowledge Transfer Plan that at a minimum contains:
 - Plan by role that shows what skills and knowledge will be transferred
 - Groups that need knowledge transfer and goals for each group
 - Strategy for knowledge check-ins to confirm progress of knowledge transfer is on track

Please see Section 3 Training (PRPRR-003) of Attachment F3 Project Related Requirements Supplement for Accenture's response.

PRPRR-004	<p>Testing</p> <p>The State of Indiana will need to confirm that the solution is functioning as designed ahead of a production release. The expectation is that the Vendor will perform multiple rounds of testing and confirmation throughout the project. This includes unit testing, system testing, integration testing, conversion testing, regression testing and user acceptance testing. The concept of testing would extend to training and dry runs of conversion and go-live activities.</p> <p>Please provide the following documents with your proposal:</p> <ol style="list-style-type: none"> 1) Overview of Vendor's testing approach including any tools or techniques leveraged. 2) Overview of SOI testing responsibilities. 2) A sample detailed testing plan that at minimum includes test scripts, test cases, and milestones which will be tied to payment schedule. 3) Describe your standard methodology to developing user test scripts and test cases. 4) A response to each requirement with details on how the Vendor will deliver the requirement. 5) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation and assist in increasing end user confidence in preparation for deployment. 	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Please see Section 4 Testing (PRPRR-004) of Attachment F3 Project Related Requirements Supplement for Accenture's response.</p>
PRPRR-005	<p>Vendor Team Experience</p> <p>Please provide a list and description of proposed staff and relative experience.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Please see Section 5 Vendor Team Experience (PRPRR-005) of Attachment F3 Project Related Requirements Supplement for Accenture's response.</p>
PRPRR-006	<p>Project Design & Build</p> <p>Please provide a list and description of tasks that define the methodology and phases that you will use. The vendor shall be expected to use the standard SDLC methodology and environments.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Please see Section 6 Project Design & Build (PRPRR-006) of Attachment F3 Project Related Requirements Supplement for Accenture's response.</p>
PRPRR-007	<p>Cut Over</p> <p>Please provide a list and description of how you would approach and plan a cutover for this project.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Please see Section 7 Cut Over (PRPRR-007) of Attachment F3 Project Related Requirements Supplement for Accenture's response.</p>

PRPRR-008	<p><u>On-Site Facilities</u></p> <p>Please provide a list and description of on-site facilities requirements that will be needed for the Vendor, Vendor-Partner and Third-Party team members in the scope of your HCM and Payroll System implementation.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Accenture has significant experience deploying integrated teams at both client sites and at Accenture locations. Consistent with our standard process for requesting on-site facility needs, we would create a Project Office Facility Plan for the State's approval.</p> <p>In keeping with the requirements of the RFP, we have provided a list of on-site facilities requirements for the HCM-Payroll Modernization Project. Should we be selected as your vendor, we would work with the State to confirm all on-site facility requirements:</p> <ul style="list-style-type: none"> • Sufficient number of conference rooms and space for project personnel at peak staffing • Sufficient number of training labs to conduct training services • Internet connectivity throughout offices, conference rooms, and work areas • Electrical power supply to support project operations • Site access through security locks and badging • Basic office supplies including: <ul style="list-style-type: none"> – Clerical support – Facsimile machine – Printer/photocopying machine – Phone service – Office furniture, including desks, chairs, tables, filing cabinets, storage and whiteboards
PRPRR-009	<p><u>2.3.2.9 Other Capabilities</u></p> <p>Please provide a list and description of innovative capabilities that we be included in the scope of your HCM and Payroll System implementation.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Please see Section 8 Other Capabilities (PRPRR-009) of Attachment F3 Project Related Requirements Supplement for Accenture's response.</p>
PRPRR-010	<p><u>2.3.2.10 Other Requirements</u></p> <p>Please provide a list and description of requirements not listed in this RFP that will be included in the scope of your HCM and Payroll System implementation.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Accenture's proposed approach does not include other requirements not listed in the RFP in the scope of the HCM and Payroll System implementation.</p>

PRPRR-011

2.3.2.11 IV&V

The State of Indiana mandates and the Project Sponsors strongly support the need for IV&V services for projects of this size and complexity. Please provide your approach to partnering with IV&V vendors. Some examples include how you respond to findings, compliance with best practices and compliance with IV&V practices.

Enter your response below. Please indicate if attachments are included.

Accenture understands the important role IV&V serves in project and quality oversight and the value they provide as an unbiased point of view to benefit stakeholders. To adhere to the State's IV&V service requirements, our team would expect and welcome the opportunity to work with the chosen IV&V vendor to provide information in support of their IV&V and compliance activities. We understand the importance of this additional oversight function and have experience integrating independent quality processes into our own.

We have experience both working on projects with an IV&V vendor and working on projects as the IV&V contractor. As an example, on the State of Wisconsin STAR Project, we supported the IV&V vendor to make sure the system met the State's requirements. We also serve as the IV&V vendor to the District of Columbia for the District of Columbia Access System (DCAS). We support the continued implementation and maintenance of this health and human services system.

Accenture welcomes IV&V involvement throughout the development and deployment of the HCM-Payroll Modernization Project. To minimize deployment risk, we prefer to gather feedback as early as possible in the system development lifecycle. The IV&V vendor would receive support from Accenture to monitor and validate processes, check that we meet requirements, and review system modules. The IV&V vendor would also have access to plans, documents, reports, and other information requests as required. We collaborate with the IV&V vendor and promote transparency and teamwork to help the State achieve your targeted outcomes. We would work with the State to develop a governance structure and processes that promotes collaboration, engagement, and transparency and establishes strong working relationships. We also deploy project management tools that help provide visibility into the various project management areas, including scope, schedule, quality, risks, and issues.

Technical Proposal

RFP 19-105, Indiana HCM Payroll Modernization Project

Attachment F3 - Technical Proposal - Project Related Requirement Template

1. Project Management

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-001	State of Indiana onboarding requirements	All Vendor personnel involved in this project shall follow SOI's security onboarding requirements.	FV	Accenture acknowledges and will comply with SOI's security onboarding requirements for all team members joining the project.
PRPM-002	Communication plan	The vendor shall provide a communication plan, providing type, frequency, recommended attendees, expectations, Vendor roles and responsibilities and expected SOI roles and responsibilities	FV	Accenture agrees to provide a communication plan that meets the State's requirements. The Communication Plan outlines the overall communication goals and guiding principles, based on leading practices and the State's cultural and communications style. It outlines the process to create communication messages and products, as well as review, approve, and distribute communications throughout the project. The Communication Plan includes the following categories: type of communication, target audience, primary message, and vehicle for distribution, frequency, responsibility, and feedback mechanism.
PRPM-003	Document samples	Vendor shall provide samples from a project of similar size, scope and complexity, of the following documents, as well as other work products not included below but as previously produced and value-added to the customers: - Comparable project schedule - Project management plan - Status report - Risk tracking report - Issue tracking report - Action items tracking report - Roles and responsibilities (RACI matrix) - Escalation Process document - Post-Project support document (e.g., Solution Operations and Maintenance Plan) - SharePoint Online and Project Online Project Schedule and Management Processes and Plans	FV	We provide these sample documents, as requested, in Attachment F3 Project Related Requirements Supplement, Appendix 1 Sample Deliverables.
PRPM-004	Governance Committees	The Vendor shall provide support for all meetings, request and provide a senior staff member to sit on one of the governance committees as an active and accountable member.	FV	The success of the HCM-Payroll Modernization Project hinges on continuous collaboration and communication. The personnel we propose are used to working on joint client teams to promote efficiency and increase organizational effectiveness. Our approach for the State would be no different and we will support you through the design, development and implementation of our solution. Our proposed HCM / Payroll Project Leader, Chris Hetzel, would sit on one of the governance committees to ensure the vision and goals of the organization are met.
PRPM-005	Risk and issue monitoring/tracking	Vendor shall perform risk and issue management. The Vendor shall provide a Risk Management Plan and Procedures to identify, assess, and communicate potential risks to the project, as well as, to proactively identify and manage actions to avoid, transfer, mitigate, and/or manage those risks. The vendor will participate in the state's project online Share Point site to support this requirement.	FV	Our Project Management framework includes a formal risk and issue management process to identify, assess, and communicate risks. Accenture agrees to provide a Risk Management Plan and Procedures to the State and would manage all project risks through the State's SharePoint site. Risks and issues would be reviewed regularly with leadership to implement mitigation recommendations quickly.
PRPM-006	Action Item & Issue communication	Vendor shall report weekly on all identified risks, issues, decisions and open action items. The vendor shall own issue tracking, in collaboration with the State Team members. Management will include issue identification, tracking, report, and trending; Issue review with team, prioritization, and assignment; Issue analysis, resolution, escalation, follow-up, and impact to the overall project schedule and budget. The vendor will participate in the state's project online Share Point site to support this requirement.	FV	During the weekly status meetings, the team would review issues, risks, and potential change control items. As part of the review, the State and Accenture project team members would review and approve recommended issue resolutions. If they do not approve a recommended resolution, management would outline additional requirements/next steps (for example, additional coordination with stakeholders to validate consensus on a resolution). The issue owner would update the Issue Log with the approved resolution and date and any other new information stored on the State's SharePoint.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-007	Status reporting	Vendor shall submit a weekly status report detailing accomplishments, current & upcoming activities, milestones, issues and risks. This status report will be generated in part by SharePoint, and in part by subjective Vendor input, and will include: · A listing of significant departures from the Project Work Plan with explanations of causes and effects on other areas, and remedies to achieve realignment; · Changes to project objectives, scope, schedule, or budget; · A listing of tasks completed since the last report; · Tasks that were delayed and reasons for delay, with revised completion dates and remediation steps; · Updates for previously delayed tasks; · Planned activities for the next scheduled period; · Summary of major concerns, risks, and issues encountered, proposed resolutions and actual resolutions; · Identification and discussion of any security issues (if applicable); and · Any other topics that require attention from the state PMO and/or Sponsors.	FV	Accenture would be responsible for preparing and submitting weekly status reports containing all required information on the HCM-Payroll Modernization Project. Our robust status and reporting approach allows the State, its chosen IV&V vendor, and Accenture to closely monitor progress, manage dependencies, and proactively resolve risks and issues during the project lifecycle.
PRPM-008	Managing Project Documentation & Document repository	Vendor shall utilize SOI's document repository to store all project related documents. The current repository is SharePoint. Vendor and SOI shall agree on a document management plan to include, but not limited to, versioning, cadence and mediums of communication, as well as document naming standards. Includes templates used (e.g., configuration setting and procedures, functional and technical design specifications, test case scenarios, change request procedures, etc.), organization of project directories, naming conventions, and version control procedures. The vendor will participate in the state's project online Share Point site to support this requirement.	FV	Accenture recommends the use of the State's Microsoft SharePoint site to store project documentation and deliverables throughout the project. Microsoft SharePoint provides a familiar and collaborative tool to manage, update, store, and track project documentation that would be easily accessed by authorized resources.
PRPM-009	Project forms and templates	All project forms and templates used by Vendor's project manager shall be approved by the SOI Project Manager or Project Lead. The SOI approver may require Vendor to use internal agency project forms and templates.	FV	Accenture acknowledges and will comply with SOI's project forms and templates requirement.
PRPM-010	Meeting facilitation	Vendor shall facilitate meetings as required, provide all agendas and documents to be reviewed at least 24 hours in advance, take & timely distribute meeting minutes, notes and action items (or the links to this information). Includes techniques and technology solutions to ensure that meetings are efficient, productive and discussions, decisions, and action items are adequately documented.	FV	Joint State/Accenture meetings would occur on a weekly basis for the duration of the project. These meetings would provide the team with a shared understanding of the current status. Accenture would be responsible for preparing and facilitating the meeting against the requirements specified by the State.
PRPM-011	Project management plan	Vendor's project manager shall create and review the project management plan with SOI Project Manager and project team. This will include, at a minimum, the following elements: The Vendor shall develop the plan the state will follow to deploy the OPS9.2 HCM / Payroll / Time & Labor solution statewide, Project Scope - The project description, its objectives and deliverables and what business needs, problems or opportunities the project addresses; should also note any items specifically "out of scope". Project Governance – The description of governance policies and applicable bodies for the project, inclusive of Executive, Steering, Advisory and other committees or councils. A project governance organization chart would also be in this section.	FV	Our proposed Sr. Project Manager, [REDACTED], would create a comprehensive Project Management Plan (PMP) that would provide an integrated view of project activities and processes. This plan would include project scope and governance to support understanding of the operational context and management across the project. The PMP would be developed and owned by Accenture, in collaboration with the State's Project Manager, and would be maintained throughout the life of the project.
PRPM-012	Project schedule	Vendor's project manager shall create, maintain and update a project schedule. The project schedule should contain a work break down structure for all project phases along with a deployment plan, communication plan, detailed implementation plan, training schedule, payment milestones, key deliverables and work products, and any other items deemed necessary by the SOI for successful project completion and implementation. The preferred tool is MS Project, adhering to Scheduling best practices.	FV	We have developed an initial project schedule in Microsoft Project for delivery of the HCM-Payroll Modernization Project. This includes all the required components as requested by the State. We use our field-tested methods and tools for project planning, scoping, estimating and scheduling which allows us to stay true to our commitments.
PRPM-013	Implementation plan	Vendor's detailed implementation plan shall describe impact, cutover and fallback options.	FV	Central to our implementation strategy is the development and execution of the Implementation Plan. The Implementation Plan includes detailed, comprehensive implementation/project plan and schedule, with clearly articulated project milestones, including impact, cutover, and fallback options. We begin creating this deliverable during the early phases of the project, and continuously refine and add layers of detail as our team works through the project delivery cycle. We would also include multiple review cycles with the State. Please refer to Section 7 Cut Over (PRPRR-007) of Attachment F3 Project Related Requirements Supplement for Accenture's response.
PRPM-014	Project schedule updates	Vendor's project manager shall provide an updated project schedule on a weekly basis.	FV	Our proposed Sr. Project Manager, [REDACTED], will provide an updated project schedule each week during our Weekly Status Meetings.
PRPM-015	Project management methodology	Vendor shall follow the methodology agreed upon by the SOI and vendor. The Vendor/ (Systems Integrator (SI)) shall provide, and use for the entire project, a project management methodology as part of its implementation methodology. The project management methodology shall have a foundation in established methodologies and standards, such as Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) or IT Infrastructure Library (ITIL).	FV	Please refer to Section 1.1 Project Management Methodology Approach, subheading 'Project Management Approach' of Attachment F3 Project Related Requirements Supplement for Accenture's response.
PRPM-016	Project / Phase close out summary	Vendor's project manager shall provide a closeout summary, including the online site's lessons learned list, for each project phase which must be agreed to by the SOI.	FV	Accenture will provide a Project Closeout Report after each phase.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-017	IV&V	At the SOI's discretion, Vendor shall engage and participate in all appropriate activities associated with IV&V.	FV	To adhere to the State's IV&V service requirements, our team would expect and welcome the opportunity to work with the chosen IV&V vendor to provide information in support of their IV&V and compliance activities.
PRPM-018	Project manager approval	The SOI shall approve Vendor's lead project manager.	FV	Accenture agrees to provide the State the opportunity to interview and approve our proposed Sr. Project Manager, [REDACTED].
PRPM-019	Project manager replacement	Vendor shall not replace or substitute the project manager without prior written approval from the SOI. The vendor shall replace vendor's project manager at any time during the project at the request of the SOI.	FV	In the rare case that the project manager requires replacement or substitution, we would do so with prior written approval from the State. Accenture would bring in a similarly skilled person to carry forward the project tasks.
PRPM-020	Project team	Vendor's project team shall be full-time resources dedicated to implementing the requirements of this RFP.	FV	Accenture's FTE staffing is detailed in Attachment F6 Staffing Plan Template.
PRPM-021	Project team replacement	At the request of the SOI, Vendor shall replace any member of the project team, including sub Vendors, within a timeframe that does not negatively affect the project. The SOI must approve in writing any replacement of the Vendor's project team.	FV	In an attempt to avoid personnel changes, for each project we strive to only assign resources to a project who remain available and dedicated to that project for the complete duration. Our track record is respectable with our clients in this regard. Should a team member need to be replaced, Accenture agrees to obtain written approval should a role need replacement.
PRPM-022	Reporting structure	Vendor's project manager shall report directly to the Project Lead.	FV	Our proposed Sr. Project Manager, [REDACTED], will report directly to the State's Project Lead.
PRPM-023	Vendor activities	Vendor's project manager shall directly manage all vendor activities on the project.	FV	[REDACTED], our proposed Project Manager, will manage the project day to day. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PRPM-024	Vendor sub Vendors	Vendor's sub Vendors shall be seamlessly managed by the vendor.	FV	As a large business and frequent prime contractor, Accenture routinely subcontracts work to other companies. Accenture's guiding principle is, "One team with one goal." For this offering, Accenture is the prime contractor and would serve as the single party accountable for the service outcome to the State. To effectively manage our subcontractors, we bring strong project governance to increase organizational effectiveness by connecting actions and decisions to strategic goals. Our governance solution defines clear lines of responsibility and provides the framework for accountability and collaborative decision making. Our framework aligns operational measures and initiatives with the strategic direction of the State. It promotes efficiency through a structured decision-making process, and promotes effective communication, problem-solving, and continuous improvement.
PRPM-025	Requirements Management	Vendor shall provide a requirements management approach, utilizing a requirements management tool, to ensure visibility, collaboration and traceability. This approach should include at a minimum: - Process for Requirements Elaboration and Validation - Process for Changes and Revisions to requirements - Roles and responsibilities - Requirements Processes and Tools - Requirements traceability matrix with bi-directional traceability through user acceptance testing, including but not limited to, functional and technical specifications, system test scripts and user acceptance test scripts. Vendor shall provide the approach tools and processes to support the storage, classification, control, change log, mapping and documentation of all functional, non-functional and technical requirements. Vendor and the SOI shall agree to above approach, processes and tools prior to utilization.	FV	Accenture approaches requirements management with the goal of tying requirements to desired business outcomes. We do this by using Start-Up Kits to gather information from the State and identify open items focused on mandatory requirements that are not addressed by the solution. These inputs help us to make the initial configurations for the State's tailored solution. We conduct requirements validation and elaboration sessions, which we call, "Onboarding Design Sessions." These sessions allow the State to visually see how the solution fits against your requirements as described in the RFP. For identified gaps, we can close these through changes to policy or process change, or we can move mandatory gaps into the Adapt stage where they become RICEW objects. Through iterations, we work together to create a quality solution to address your needs.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-026	Changes to project scope, schedule or budget	The SOI is responsible for authorizing and approving changes to the project through the agreed upon change management process. The vendor shall participate in this process, and provide process improvement.	FV	Accenture follows Information Technology Infrastructure Library (ITIL) processes for change management. To participate in the State led Change Management process, we are experienced in establishing Change Control Boards (CCB) to organize important change management stakeholders, coordinate change management, and manage change requests. The CCB typically consists of Accenture and client personnel who meet on a regular basis to review, approve, prioritize, manage, and communicate changes to the environments, including production updates, maintenance activities, and scheduled downtime. A formal CCB provides control over scope and confirms that change requests are implemented appropriately. Please refer to Section 1.1 Project Management Methodology Approach, subheading 'Change Control' of Attachment F3 Project Related Requirements Supplement for Accenture's response.
PRPM-027	Change requests	Vendor shall address change requests according to the agreed upon change management process.	FV	Accenture manages change request (CRs) in a consistent manner by performing impact analysis and providing formal recommendations. We track CRs throughout the lifecycle, verifying that we communicate changes as documented and agreed-upon in the CR. Accenture follows our field-tested approach to conduct a work effort estimate and impact assessment, acquire review and approval, and update deliverables and plans. Please refer to Section 1.1 Project Management Methodology Approach, subheading 'Change Control' of Attachment F3 Project Related Requirements Supplement for additional information.
PRPM-028	Cost Management Plan	Vendor shall work with the SOI to establish an agreed upon budget reporting method and timeline that communicates actual costs and variances to baseline plan.	FV	At the outset of the project, we would work with the State to confirm our proposed Project Plan and cost estimates. Our Sr. Project Manager, [REDACTED], would monitor team adherence to the schedule/estimates and update the Project Plan weekly. Please refer to Section 1.1 Project Management Methodology Approach, subheading 'Cost and Schedule Management' of Attachment F3 Project Related Requirements Supplement for additional information.
PRPM-029	Interface Design Document	Vendor shall provide an Interface Design (or Control) Document for each interface that may include, but is not limited to:- Addressed requirements- Functional Background- Business Process- Data Transfer and Transaction Details - Logical Flow (s)- Communication Methods- Job Description- Triggering Mechanism- Task Locations- File Locations- Technical and Security Details- Database Impacts- Data Maintenance- Data Mapping- Message Formatting- Data Types- Interface Processing-Time Requirements- Exception Handling and Risk Mitigation	FV	Accenture agrees to provide an Interface Design Document for each interface. Interface Functional Design Specification documents will include the following sections: <ul style="list-style-type: none"> • Document History • Category of customization (i.e. report, interface, conversion, extension, workflow) • Application Overview, including Business Process Impacts and Processing Overview • Application Flow Diagram • RTM Cross Reference • Legacy System, Conversion, Configuration, Change Management, Security, and Technical Impacts (if any) • Related Work Units (if any) • Testing Scenarios

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-030	Data Conversion Design Document	Vendor shall provide a Data Conversion Design Document for each conversion that may include, but is not limited to: Master data, history data, transaction data, data to support all test phases, both one time and iterative conversion routines; include required data that can be converted from the legacy environment as well as data that must be loaded via other means	FV	<p>Accenture agrees to provide a Data Conversion Design Document for each conversion. This document defines and outlines the overall conversion strategy for migrating data from the legacy systems to the new system. The Data Conversion Design Document is intended to:</p> <ul style="list-style-type: none"> • Identify and/or confirm the conversion data objects in scope • Identify the legacy system, data entity, and conversion type for each data object • Recommend a conversion approach for each object based on leading practices • Describe the high-level reconciliation effort to be executed during the conversion process for each Mock Conversion • Define Roles and Responsibilities around data conversion • Identify Risks involved with the conversion • Outline what tools and processes will be utilized to plan, execute, validate, and reconcile data conversion • Inform the team regarding the implementation timeline as it corresponds to each Mock Conversion
PRPM-031	Design Specification Document	Vendor shall provide a COTS based Design Specification Document which can include, but is not limited to:- Building blocks- Block relationship diagram that represents the base tables of each block or zone of the form (vertical) and tables referenced for validation or lookups (horizontal).- Screen Design- Navigation Logic- Report Design- Data Design Table- Data Sources- SQL Design- Performance Consideration- Behavior Design that includes Function(Operation)design and Business Rule Design- Interface Design that includes Service Design and external interface design- Restart Strategy, Crash Recovery and Security- Database Design- Archiving- Installation Considerations or other COTS appropriate design elements. Development Standards – Includes standards and procedures for design specifications, review and approval processes, and other controls to ensure quality and consistency, and processes to verify and validate that any work products requiring code are developed and implemented according to all requirements and other agreed upon standards	FV	Through multiple iterations, we collectively design the configurations needed to support the requirements. Our team documents the functional requirements for the user interfaces, configurations, reports, forms, extensions, data conversion, and workflows into the Design Specification Document (DSD). The DSD is the primary deliverable for the Design phase. We facilitate walkthroughs of the deliverable, gather feedback, and resubmit it to the State for approval.
PRPM-032	Delivery Expectation Document (DED) and Delivery Approval Process	Vendor shall provide a Delivery Expectation Document for every deliverable which is agreed upon prior to delivery, and an Approval process, whether by wet signature or electronic.	FV	Deliverable Acceptance Management is a key component of project management—defining responsibilities and expectations for deliverable creation, review, and approval, and tracking the execution of those responsibilities against key milestones. As part of our process to facilitate deliverable review and approval, there will be a robust Delivery Expectation Document (DED) for each required deliverable. This is a core part of our Quality Management approach, which includes acceptance and quality validation criteria for deliverables.
PRPM-033	Software Development Life Cycle (SDLC)	Due to potential for enhancements and significant configurations, Vendor shall supply detail for all appropriate project tasks, including, but not limited to: Project Management Governance, Release Plan and Solution Approach, Organizational Change & Training, Requirements Management, Business Process Management, Business Rules Management, Testing/Go Live, Interface/Integration Management, Approach to Deliverables, Data Conversion, Operations and Management, Turnover, Security and Privacy, Staffing, Project Operations, Functional Requirements, and Non-Functional Requirements.	FV	As part of our response to Attachment F3 Project Related Requirements Supplement, Accenture provides a comprehensive approach to implementing a solution that delivers the required functionality using a tailored delivery approach for the HCM-Payroll Modernization Project.
PRPM-034	Collaboration Tool	Because of the distributed nature of subject matter experts across the state, the state expects that a high percentage of the cross-institution meetings and discussions will likely be completed using a web collaboration tool. Additional implementation work for individual institutions may also be done remotely using the web collaboration tool. The Vendor should also produce a Staffing Plan that addresses each of the Vendor’s project staff as well as the necessary project staff to be provided by the System. The Plan should indicate an estimate of the time on-site by Vendor staff and work that could be done remotely. The Staffing Plan should show the plan of usage (days per month) on a monthly basis for each resource over the period of the project, and whether the resource will be on-site or off-site. It is expected that the Staffing Plan will include named resources for all project roles and if any proposed resources will be working outside the United States	FV	Our communication strategy would take into account stakeholder preferences for communications. As a global organization, Accenture frequents the use of telecommunication and video conferencing as a collaboration tool with our clients and peers. We are open to working with the State to determine an effective web collaboration tool. We would also leverage our project management principles to build a Staffing Plan that provides the State with a combined team that is highly skilled, knowledgeable, and motivated to deliver the project’s desired outcomes. Our plan emphasizes the importance of maintaining staff consistency, accountability, and clear cross-project communication. We have used this approach with great success in similar projects, including Connecticut CORE-CT, Wisconsin STAR, and many other similar state government implementations.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-035	Communications skills	The Vendor shall communicate and cooperate with all parties involved in the project. The Vendor's staff shall have excellent communication skills and conduct themselves professionally and courteously in all instances.	FV	We would collaboratively plan and deliver effective communications by identifying channels, targeted audiences, timing, and media for delivery. The communications activity would provide for effective stakeholder management with the State and other stakeholder groups. Please refer to Section 1.1 Project Management Methodology Approach, subheading 'Stakeholder Communication' of Attachment F3 Project Related Requirements Supplement for additional information.
PRPM-036	Project Information Security	<p>The project involves the replacing and interfacing of systems that maintain confidential, sensitive, and public data. Employees and representatives from the Vendor's firm will likely have access to these systems and data to support various activities throughout the life cycle of the project. To ensure that necessary and appropriate risk mitigation steps are taken from the beginning of the project through its completion, the Vendor shall develop, maintain, and assess compliance with an Information Security Risk Management Plan (ISRMP) that shall establish how the project will protect the data assets of the System while delivering services of the contract. The elements of the plan shall include, but are not limited to, the following:</p> <p>Classification of systems in scope (for either replacement or interface) in terms of the degree of sensitivity of the data resident in those systems;</p> <ul style="list-style-type: none"> · Development of control procedures to safeguard data (including where appropriate the masking or scrambling of confidential data where data are converted or interfaced); · Development of procedures for incident management; · Incorporation of state data security procedures; · Definition of the responsibilities of the project team members, state stakeholders to ensure the data are managed properly in accordance with the plan, policies, and procedures; · Definition of approach to monitor, audit, control, and report on compliance with the plan; and · Communication and escalation procedures used to notify appropriate state personnel of a security-related breach. 	FV	Accenture will comply with all SOI Security Policies. All Accenture project team members are required to adhere to the Accenture Client Data Protection policies and procedures.

2. Org Change Management

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PROCM-001	Organizational Change Management Strategy & Plan	Even though the State may elect to acquire a separate Change Management provider, they would still like to review how the Vendor would conduct this effort. The Vendor shall deliver a detailed Organizational Change Management Strategy and associated plans (such as a Communication Plan and a Training Plan) that outline a change management methodology, approach, activities, dependencies, and assumptions for key stakeholders to support a successful transition from the current environment to the future state. The Organizational Change Management Strategy shall be based on a comprehensive assessment of the organization's capacity for and tolerance of change, a stakeholder analysis, and assessment of the overall change risk. Vendor shall support and partner with the SOI to create and execute an Organizational Change Management (OCM) plan. The Vendor shall partner with the state to orchestrate change activities. Vendor and state team members shall support the change process where required, lending both subject matter expertise and assistance by creating content and supporting materials.	FP	Accenture agrees with the State's recognition that active change management is a critical success factor for large transformation projects. Accenture's organizational change management services are part of our overall AESG Iterative Methodology, emphasizing the areas of stakeholder engagement, organizational readiness, communications, and training to help agencies transition from the current environment to the future state. Accenture takes a data-driven approach to change management, seeking to understand the current environment and stakeholders to tailor engagement activities for the State of Indiana. The Change Management Strategy and Plan would be co-developed by Accenture and the State to identify the organization's capacity and tolerance for change, analysis of stakeholders, and mutually agreed to assessment of change risk for the project. Accenture would provide the approach for engaging agencies during implementation to prepare for go-live. Accenture would also provide leadership coaching to the State during implementation on how to execute the change management services described in the strategy and approach. The State would lead the execution of the change activities for the duration of the implementation with support from Accenture. Please refer to Section 2.1 Change Management Approach of Attachment F3 Project Related Requirements Supplement for additional information.
PROCM-002	Gap Analysis	Vendor shall support assessing gaps between current state and end state vision, including the degree of change necessary to reach vision	FP	Accenture would support the State in assessing the gaps between the current state and end state vision. Starting in the Initiate stage, Accenture would partner with the State to confirm the vision for the project and the approach Accenture brings with our AESG Iterative Methodology. Then, in the Adopt stage, Accenture would support execution of a stakeholder analysis, which would inform the assessment of the degree of change needed.
PROCM-003	Stakeholder Identification	Vendor shall support the SOI in identifying stakeholders impacted by the implementation	FP	Accenture would partner with the State to identify stakeholders impacted by the implementation by conducting a stakeholder analysis. The stakeholder analysis would help inform the areas and degree of change by stakeholder audience as a result of the implementation. In conducting the stakeholder analysis, the State and Accenture would: <ul style="list-style-type: none"> Classify individuals and groups (including external groups) affected by the Project and identify potential impacts Identify potential barriers to change, risks, and requirements of individuals and groups Highlight key themes from the list of impacts, barriers, risks, and requirements and provide recommendations for the State to consider for execution
PROCM-004	Change Readiness	Vendor shall support conducting a change readiness assessment for both internal and external stakeholders	FP	Accenture would propose using our advanced, analytics-based system known as Transformation GPS to facilitate up to four change readiness assessments during the implementation. Accenture would work with the State to determine the target audiences for the change readiness assessment across dimensions such as agency, geography, job function/role, and level. Accenture would distribute a standardized survey to up to 3,000 State-identified internal and external stakeholders representative of the broader stakeholder population. Transformation GPS offers prescriptive capabilities to help leaders manage major transformation by using data from their people early and throughout to align culture, behaviors, and ways of working in support of their transformation.
PROCM-005	Resistance to Change	Vendor shall support determining group(s) resistant to change and develop action plan(s) to create acceptance	FP	Accenture would support the State in determining group(s) demonstrating a resistance to change and collaboratively developing action plans to create acceptance for the State to execute. By identifying those employees or groups with the potential to resist change early, the Organizational Change Management Team can support the State in mitigating the risks and taking early corrective actions. The initial stakeholder analysis would be complemented by dispositioning of real-time feedback received from communication events and readiness activities.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PROCM-006	Stakeholder Engagement Content	Vendor shall support determining content of messaging, and the SOI shall own the sending of the message.	FP	Accenture would partner with the State to determine what content should be included in communications and the recommended communication channel based on the State's existing communication methods. Accenture would also provide the State with a template for preparing communications and draft content for communications related to implementation methodology, approach, and project activities. The State would lead development of all other communication materials with support from Accenture. The State would be responsible for distributing messages and collecting any feedback received from recipients.
PROCM-007	Stakeholder Engagement Method	Vendor shall support determining methods of engaging stakeholders	FP	Based on the stakeholder analysis, Accenture would provide the State recommendations on methods of engaging stakeholders. Accenture would leverage existing methods used by the State and collaborate in identifying opportunities for the future.
PROCM-008	Stakeholder Engagement Action Items	Vendor shall support assignment and ownership of action items regarding engagement effectiveness	FP	Accenture would partner with the State to assign ownership of action items regarding engagement effectiveness, following the process documented in the Project Management Plan. As agreed upon during contract finalization, Accenture would provide recommendations for the State's consideration in executing engagement activities.
PROCM-009	Baseline	Vendor shall support development of a baseline of change readiness to which progress will be measured against	FP	As identified in our response to PROCM-004, Accenture would facilitate a change readiness assessment up to four times during the implementation using the Transformation GPS tool. The initial assessment would be planned with the State within the first three months of the project to establish a baseline for comparison to future measurements.
PROCM-010	Progress and Outcomes	Vendor shall support tracking of change readiness progress across stakeholder groups and development of desired outcomes	FP	Accenture would provide the State with a template for creating a list of change readiness activities needing to be tracked across stakeholder groups during the implementation, referred to as a Readiness Scorecard. The Readiness Scorecard would be monitored weekly and updated monthly in collaboration with both project and agency feedback.
PROCM-011	Strategy Alignment	Vendor shall continually assess and align stakeholder engagement and communications back to the plan	FP	Accenture would partner with the State to provide multiple channels for the project to receive feedback, such as online surveys, email, and in-person conversation. Accenture would work with the State to disposition feedback across stakeholder audiences and align engagement and communication activities back to the plan.
PROCM-012	Milestone Tracking	Vendor shall continually track assigned milestones to confirm they are being met	FP	Accenture would partner with the State to develop a list of milestones and related tasks for tracking implementation readiness using the Readiness Scorecard. The Readiness Scorecard would be jointly developed by the State and Accenture based on task status provided by State and Accenture team members, as well as inputs from the agencies.
PROCM-013	Position Definition Approach	Vendor shall develop an approach that identifies the method in which necessary skills and positions are validated for the future state of the SPD and AOS Payroll organization	FP	In alignment with definition of the new State standard business processes, Accenture would develop an approach for the State to use in validating the skills and for the future state of the SPD and AOS Payroll organization during the Adopt stage.
PROCM-014	Roles and Responsibilities	Vendor shall develop and identify internal roles and responsibilities around the roles with SPD and AOS Payroll for the future state	FP	For the Payroll system, Accenture would partner with the State to identify internal roles and responsibilities for SPD and AOS Payroll in alignment with the new State standard business processes. Accenture would partner with the State to develop system roles that provide access to and support use of the Payroll system. The State would be responsible for assigning the system roles to State resources.
PROCM-015	Position Definition--Future State	Vendor shall support the definition of future state positions within AOS Payroll and SPD	FP	Accenture would support the State in defining future state positions within AOS Payroll and SPD based on the new State standard business processes. The State would be responsible for aligning resources to the future state positions.
PROCM-016	Skill Determination	Vendor shall identify trainable skills to be assumed by employees	FP	Accenture would support the State in identifying skills needed by employees to perform in the future state positions based on the new State standard business processes.
PROCM-017	Background Assessment	Vendor shall determine the appropriate skill and experience levels required for specific roles in the new HCM and Payroll System	FP	Accenture would partner with the State to provide recommendations on skills and experience needed for system roles identified to support the HCM and Payroll System. System roles would be documented by Accenture based on the new State standard business processes and assigned to employees by the State.
PROCM-018	Staffing	Vendor shall determine the number of employees necessary for given tasks within AOS Payroll and SPD roles	FP	Based on our experience with other State's and organizations, Accenture would provide staffing recommendations for the State to evaluate and implement.
PROCM-019	Position Mapping	Vendor shall support the development of a position mapping of current tasks and skills to future positions within AOS Payroll and SPD	FP	Accenture would support the State in mapping of current tasks and skills to future positions through definition of system roles and the role mapping activity, in which end-users are assigned to system roles.
PROCM-020	Position Validation	Vendor shall support the validation of the position mapping within the system in conjunction with SOI leadership Payroll (AOS), and Human Resources and the State Personnel Department.	FP	Accenture would partner with the State to facilitate sessions with State-identified participants to validation position mappings within the system. Sessions would apply the State's knowledge of the current organization and positions to the new State standard business processes and system roles.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PROCM-021	Position Descriptions	Vendor shall support in developing and validating position descriptions with SOI Payroll (AOS), and Human Resources and the State Personnel Department.	FP	As part of Adopt stage activities and definition of the new State standard business processes, Accenture would partner with the State to review the existing position descriptions. Accenture would provide the State with recommendations based on our experience with similar projects for the State to apply and implement.
PROCM-022	Position Definition Deliverable	Vendor shall support the development of a Position Definition deliverable that at a minimum includes: I. A finalized organization structure II. The task and skills spreadsheet III. Validated position descriptions.	FP	Accenture would partner with the State to review proposed changes to the organization structure and State-developed position descriptions that align to the new State standard business processes. Accenture would provide feedback on the tasks and skills documented by the State for each role based on our experience with similar implementations.
PROCM-023	Change Management Report	The Vendor shall provide a final report to the status that describe measures taken for: Change Characteristics Assessed; Organization Attributes Assessed; Sponsorship Models Assessed; Change Risk Identified; Stakeholders Interviewed and Input Analysis	FP	Prior to go-live, Accenture would prepare for the State a final report summarizing the change management activities completed throughout the implementation. The report would document the engagement executed with agencies and their sponsorship as well as how challenges and opportunities were addressed collaboratively by the State and Accenture.
PROCM-024	Change Management Materials and Media	The Vendor shall: Develop materials appropriate for each communication event. Materials will vary based on the communication channel, but may include presentations and documents developed in Microsoft PowerPoint presentations, Microsoft Word, Microsoft Publisher and similar tools; and Work with assigned state staff to incorporate policy, procedure, and specific personnel roles into the materials. All communication materials must be reviewed and approved by the state prior to the start of training delivery. The Vendor shall provide all electronic source documents and graphics used in the development and presentation of communication materials across all delivery channels. The state will be responsible for the dissemination of all project-related communications to state entities, employees, and business partners.	X	Accenture would partner with the State to develop a Communication Plan that documents a communication approach for the project. Accenture would also provide a template to support identifying communication audiences, channels, topics, and timing for each communication. The Communication Plan would also document the project's process for review and approval of communication materials prior to the State's dissemination. Accenture would provide subject matter expertise on implementation methodology, approach, and activities to inform communications, and would expect the State provide subject matter experts on policy, procedure, and personnel roles. Accenture would support development of communication materials by providing inputs based on our areas of subject matter expertise, but would recommend and have provided a staffing model with the State leading both development and dissemination of communication materials as owners.
PROCM-025	Ongoing Improvement	The Vendor shall implement methods to assess the effectiveness of communication events and identify specific recommendations for adjustments. The Vendor shall, throughout the project, improve the approach, methods, procedures, and communication material based on lessons learned throughout execution of the Communication Plan to ensure the end-users filling each role are receiving communications that will enable them to execute tasks within OPS9.2 HCM on go-live.	FP	Accenture would partner with the State to provide multiple channels for the project to receive feedback on communication events, such as online surveys, email, and in-person conversation. Accenture would work with the State to disposition feedback across channels and evaluate opportunities to improve the approach.
PROCM-026	Future Processes Documentation	The Vendor shall define, develop, and document new state standard operating procedures for Payroll and other key related business processes.	X	For Payroll and the related business processes, Accenture would partner with the State during the Adopt stage activities to define the new business process models for the State. Accenture would propose the State lead development of new State standard operating procedures based on the models as owners of the system.
PROCM-027	OCM Go Live	The Vendor shall produce Agency Readiness Scorecard including all designated items to be completed prior to go-live and produce Go/No Go Checklist for the project team to manage the cutover and go-live process.	FP	As part of preparing for cutover, Accenture would partner with the State to create a Go/ No-Go Checklist that identifies the list of readiness items needed to cutover across functional and technical areas of the project. Accenture and the State would gather status and produce an Agency Readiness Scorecard to manage the cutover and go-live process.

3. Training

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-001	End-User Training Plan	Vendor shall develop an End-User Training Plan to validate the approach to developing training following the industry best practices that at a minimum includes: <ul style="list-style-type: none"> - Full list of all end users to be trained as agreed upon during contract finalization - Timeline for material development and review - Approach to classroom and material design including the integration of people, process and technology - Classroom and virtual delivery approach and timeline 	FP	In partnership with the State, Accenture would lead the development of an End-User Training Plan during the Adopt stage of the project to document and validate the training approach to design, develop, and deliver training for the HCM-Payroll Modernization Project. For the HCM and Payroll system training on the PeopleSoft modules and applicable functionality of Human Resources (HR), Benefits Administration (BN), Payroll (PY), Time & Labor (TL), and Absence Management, as well as integration with PeopleSoft Financials 9.2 , Accenture would partner with the State to identify a training curriculum and assign development responsibilities as agreed upon during contract finalization to State and Accenture resources. The End-User Training Plan would also document the approach for identifying end-user audiences to be trained, the timeline for material development and testing, the process for conducting training reviews and dispositioning feedback, and the planned delivery methods and timeline for conducting training. These details would be refined during the implementation as system roles are defined and assigned to end-users and training materials are developed and tested for delivery.
PRTR-002	Training Timing	Vendor shall leverage a "just in time" approach to training end users.	FP	Accenture would document in the End-User Training Plan the approach for providing training during the Deploy stage of the Project. Accenture would partner with the State throughout the implementation to confirm the timing for training delivery based on the size of the end-user training audience by course, availability of trainers and facilities, and delivery methods provided.
PRTR-003	Training Environment	Vendor shall provide a dedicated training environment.	FP	The State Infrastructure team would provide a training environment to support the delivery of training that includes State configurations and applicable customizations for the Payroll and Absence Management modules. Accenture would support the setup of the environment for end-user training prior to go-live. As mutually agreed to with the State, representative State data would be included to support training exercises for end-users to practice select tasks identified in the training curriculum. Accenture would plan for the training environment to be available to end-users solely during classroom delivery unless otherwise agreed to with the State. After go-live, the State will be responsible for operating and maintaining the training environment.
PRTR-004	Training Environment Upgrades	Vendor shall coordinate training environment upgrades with the training team to not interfere with the training schedule.	FP	Accenture would partner with the State Infrastructure team to coordinate creation and maintenance of the training environment prior to go-live as to not interfere with the training schedule established by the State. Accenture recommends the State Infrastructure team plan for an initial code freeze on the training environment prior to the start of the Pilot Training activity with State UAT testers. As needed, the State Infrastructure team would coordinate changes to the training environment with guidance from Accenture following the Pilot Training and prior to the start of end-user training. Accenture recommends the State Infrastructure team plan a final code freeze for the training environment prior to the start of end-user training to help prevent issues with tested training exercises. Accenture would provide guidance to the State to identify and coordinate mutually agreed to changes in the training environment after the start of training delivery through go-live. After go-live, the State will be solely responsible for operating and maintaining the training environment.
PRTR-005	Training Delivery Approach	Vendor shall provide for process driven classroom training delivery.	FP	Accenture's approach provides process-driven, role-based training for end-users. System roles are created to provide assigned end-users access to system functionality by process. Training is developed by process and then mapped to each of the system roles. End-users are then mapped to training based on the system roles assigned to them. Accenture would use a train-the-trainer approach to prepare State resources to deliver process driven classroom training to end-users.
PRTR-006	Training Environment Resources	Vendor shall provide necessary resources to maintain the training environment refresh schedule to support concurrent classes as defined by the training schedule.	FP	Accenture's approach to the training environment and training delivery would not require a refresh schedule. Data needed to complete training exercises would be prepared as part of advance configuration activities or created as part of the training exercise by an end-user. Accenture has proposed staffing for the project that would support this approach with State resources also performing environment maintenance activities as part of their responsibilities and preparation to operate and maintain the training environment after go-live. Accenture would partner with the State to determine the number of concurrent classes supported by the training environment.
PRTR-007	Professional Trainers	Vendor shall provide professional trainers and training material.	FP	Accenture has proposed a Training Lead with a proven record of training development and delivery. The Accenture Training Lead would provide the leadership and coaching to support the Accenture Training Analysts in developing professional materials and delivering the proposed train-the-trainer to prepare State trainers to deliver end-user training. Accenture's staffing model is based on a collaborative effort of State and Accenture resources working together, and would therefore partner with the State's Training Lead and Training Analysts to manage this effort.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-008	Training Data Setup	Vendor shall perform data setup activities for the training environment.	P	Accenture would support the State in setting up the training environment by identifying when data setup is required to support training activities. Accenture proposes the determination of values and when necessary, manual staging of data be performed by the State as subject matter experts of the State's business and use of transaction values. Our experience has shown this leads to more realistic training scenarios and supports preparation of the State for sustainment training.
PRTR-009	Training Plan Support	Vendor shall drive all activities to support the various phases of the Training Plan including but not limited to: <ul style="list-style-type: none"> - Defining user roles - Supporting the identification of appropriate curriculum and delivery models - Validating and approving training materials related to the technical Solution - Building and maintaining the training environments - Creation of user profiles and log-in credentials in any quantity as requested to allow trainers and end users appropriate access to the training environments 	FP	<p>In partnership with the State, Accenture would lead the development of the End-User Training Plan to document our role-based approach to training and approach to creating a training curriculum with flexible delivery options. We would lead definition of new system roles for the Payroll and Absence Management modules and work with the State to determine where changes are needed to HCM system roles. Accenture would then partner with the State to confirm a training curriculum of topics that support learning to use the new system functionality.</p> <p>The End-User Training Plan would document the process and timing for review and approval of training materials in the End-User Training Plan. Our approach incorporates iterative reviews during design, build, and test activities to support approval of training materials prior to training delivery.</p> <p>Accenture would provide the approach for establishing and using a single training environment that supports content development and delivery of end-user training. Accenture would provide an approach for environment access based on the system roles identified and create user profiles to support two concurrent classroom sessions of up to 20 learners and 2 instructors each. Accenture would provide the State instruction on the steps to create additional log-in credentials in the event the State decides to increase the number of concurrent classroom sessions or classroom sizes.</p>
PRTR-010	Classroom Computer Station Setup	Vendor shall coordinate and support the training lab setup with the SOI for training delivery purposes. This includes loading required training manuals, surveys, CBTs, etc. on the training lab computer stations	P	Accenture would partner with the State to identify the setup need for training facilities, such as number of workstations, access/connectivity needs, and presentation capability, in preparation for training delivery. Accenture would support the setup of training facilities during the train-the-trainer to prepare State resources to deliver end-user training. The State would be responsible for setup of training facilities for training delivery to end-users as the owners of this activity.
PRTR-011	Computer Based Training Software	Vendor shall provide a software tool or solution that supports creation of computer based trainings	FP	Accenture understands the State currently uses Articulate Storyline to create training. Our approach would use State-provided licenses to Articulate Storyline to create training materials. Training materials may also be created in Excel, PowerPoint, or Word as identified in the training curriculum.
PRTR-012	Computer Based Training Storage	Vendor shall provide computer based training that can be stored on the SOI network for future use	FP	Accenture's proposed approach to creating training materials using existing State tools, Excel, PowerPoint, and Word would provide computer based training.
PRTR-013	Computer Based Training Maintenance	Vendor shall provide computer based training files that can maintained and edited by SOI after implementation	FP	Accenture's proposed approach to creating training materials would produce computer based training files that can be maintained and edited by the State after go-live.
PRTR-014	Training Materials	Vendor shall produce training materials required to address SOI training needs	FP	<p>Accenture would partner with the State to identify a training curriculum and assign development responsibilities as agreed upon during contract finalization to both State and Accenture resources.</p> <p>For HCM/Payroll training, including Human Resources (HR), Benefits Administration (BN), Payroll (PY), Time & Labor (TL), Absence Management, and integration with PeopleSoft Financials 9.2, Accenture would lead the design of a training curriculum of no more than:</p> <ul style="list-style-type: none"> - 18 web-based, self-service training course hours of up to 72 training topics, training exercises, and job aids - 19 instructor-led, classroom training course hours of up to 57 training topics, training exercises, and job aids <p>Accenture has allocated 2 FTEs to lead development of training materials based on the proposed curriculum and would be responsible for 65% of the content. Accenture assumes State resources would also be assigned training topics, training exercises, and job aids to support development of the proposed curriculum and be responsible for 35% of the content. This workshare would be in support of knowledge transfer and preparing to support sustainment training needs.</p>
PRTR-015	Online Help	Vendor shall produce all help files including on-line help files targeted at System users	FP	<p>Help files would be produced from training materials developed with Articulate Storyline in addition to referencing Oracle PeopleBooks as described in PRTR-030 and PRTR-031.</p> <p>Accenture would partner with the State to produce help files for the HCM and Payroll systems up to go-live, training State-identified resources on the process through hands-on activities to prepare for producing help files after go-live. The State would be responsible for producing all help files after go-live.</p>
PRTR-016	Training Material Review and Approval	Vendor shall support (e.g., track material development, reviews and approval) the SOI in the review and approval of all training material	FP	Accenture would document the process and timing for review and approval of training materials in the End-User Training Plan. Accenture's training approach incorporates iterative reviews during design, build, and test activities to support approval of training materials prior to training delivery.
PRTR-017	Training Pilots	Vendor shall facilitate pilot sessions of classroom training sessions with the SOI UAT participants	FP	As part of preparing UAT participants to complete testing, Accenture would partner with the State to deliver one pilot session of each training course planned for classroom delivery.
PRTR-018	Training Pilot Feedback	Vendor shall incorporate feedback from the UAT Training Pilots into training to be delivered to end-users updates as mutually determined	FP	Accenture would partner with the State to review and disposition feedback on proposed changes to training materials from the Training Pilot and prioritize mutually agreed to changes. Accenture assumes that both Accenture and State training staff will be assigned training work units to update based on an agreed to workshare model.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-019	UAT Training Material Feedback	Vendor shall incorporate feedback from UAT participants into training materials updates as mutually determined	FP	Accenture would partner with the State to review and disposition feedback from UAT participants, identifying mutually agreed to updates to training materials and prioritizing their completion. Updates would be assigned to State and Accenture resources based on training responsibilities agreed upon during contract finalization.
PRTR-020	Training Assessments	Vendor shall conduct training assessments for all internal SOI training sessions to validate adequate training/knowledge transfer has been performed prior to completing training sessions	FP	Accenture would create a standard, 5-question pulse survey for the State to administer with internal training sessions to self-report on the training/knowledge transfer provided prior to completing internal training sessions.
PRTR-021	Training Assessment Results	Vendor shall track classroom assessment results at the training sessions	FP	Accenture would provide the document assessment results from internal training sessions and provide the feedback to the State.
PRTR-022	Training Assessment Reporting	Vendor shall report classroom assessment results to the SOI	FP	Accenture would provide the document assessment results from internal training sessions and provide the feedback to the State.
PRTR-023	Training Surveys	Vendor shall conduct survey of the end-users, super users and support staff to gather feedback from participants	FP	Accenture would create an electronic survey to collect feedback from training participants. Accenture would provide the State with the survey link for communication to training participants. The State would be responsible for all coordination activities related to survey completion.
PRTR-024	Training Survey Reporting	Vendor shall report feedback provided in training surveys to the SOI	FP	Accenture would provide the State with the individual results of the electronic survey in an Excel spreadsheet, as extracted from the survey tool.
PRTR-025	Training Delivery	Vendor shall provide complete training for all users, both technical and business, preceding each release (production code deployment)	P	Accenture would partner with the State to design and develop a training curriculum with work units assigned to State and Accenture resources based on training responsibilities agreed upon during contract finalization. The presentation would also provide an overview of how to use Fluid navigation. For the Payroll system, Accenture would partner with the State to identify a training curriculum and assign development responsibilities as agreed upon during contract finalization to State and Accenture resources. For training delivery, Accenture's approach would be to facilitate a train-the-trainer program with support from the State to prepare state training resources to deliver end-user training prior to go-live. The State would assume responsibility for all training after go-live.
PRTR-026	Training Material Production	Vendor shall provide hardcopy and electronic documentation of the functionality in each release from the business and technical standpoint	FP	Accenture would provide the State with a link to the online, electronic copies of Oracle PeopleBooks, PeopleTools, and product release notes where the requested business and technical documentation is available for PeopleSoft components. Where Accenture and the State mutually agree to customize the solution, Accenture would create supporting documentation to provide the requested information to the State in an electronic format. The State would have the ability to print the documentation on their own.
PRTR-027	Training Location	Vendor shall provide all training at the SOI or at location(s) agreed to by the SOI	FP	Accenture would agree to deliver assigned training at state-provided facilities. Accenture would partner with the State to identify training facility requirements, such as number of workstations, access/connectivity needs, and presentation capability, in preparation for delivery.
PRTR-028	Training Material Templates	Vendor shall provide training material templates to the SOI for approval	FP	Accenture would provide the State with templates (e.g., training designs) that support the development of training materials for approval. The End-User Training Plan would document the process and timing for review and approval of training material templates and training materials. Accenture's training approach incorporates iterative reviews during design, build, and test activities to support approval of training materials prior to training delivery.
PRTR-029	Off-site User Training - Train the Trainer	Vendor shall provide training for off-site internal business user staff (i.e. District Offices), by training key staff members, who will in turn train their staff	FP	Accenture's approach would be to facilitate a train-the-trainer program with support from the State to prepare State resources (e.g., key staff members) to deliver end-user training to their staff during implementation as well as to support sustainment training needs.
PRTR-030	Context-sensitive Online Help	The Vendor shall provide online help that has search capabilities	FP	Accenture would configure the Help link within the HCM and Payroll systems to provide users with online help by linking to PeopleBooks. The system supports adding a link from the Help page to user-defined documentation, such as training materials created in the State's authoring tool. Both PeopleBooks and the user-defined documentation is searchable within the application. Accenture would support linking to both PeopleSoft delivered documentation and user-defined documentation.
PRTR-031	Online Help Search	The vendor shall provide context-sensitive online help that is relevant to the screen or transaction being executed	FP	Accenture would provide context-sensitive help by configuring the Help link within the HCM and Payroll systems to connect to PeopleBooks. Accenture understands the State currently uses Articulate Storyline to develop training materials. Training materials from-Storyline could be configured to be searchable but would not provide context-sensitive help.
PRTR-032	Online Help Training-Search	Vendor shall provide training on online help search mechanisms	FP	Accenture would include in the training curriculum topics on system navigation, common elements, and support features, such as the online help search mechanism.
PRTR-033	Training Material-Electronic	Vendor shall provide training materials in an electronic, editable format	FP	Accenture would provide training materials in an electronic, editable format to support the State's ownership and maintenance of content. Accenture would-use the State's licenses to Articulate Storyline to create training along with Excel, PowerPoint, or Word as identified in the training curriculum.
PRTR-034	Training Material Updates	Vendor shall update the training materials as the system is maintained and enhanced during the project	FP	Accenture would partner with the State to review and disposition feedback on proposed changes to training materials prior to go-live and prioritize mutually agreed to changes. Work units to update training materials would be assigned to State and Accenture resources based on training responsibilities agreed upon during contract finalization. After go-live, the State would be responsible for all updates to training materials.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-035	Training Material Updates-Maintenance	Vendor shall update the training materials as the system is maintained and enhanced after implementation during the maintenance period	X	Accenture would partner with the State to prepare State training resources prior to go-live to own and maintain all training materials. The State would be responsible for all updates to training materials after go-live as the system is maintained and enhanced after implementation during the maintenance period.
PRTR-036	Training Material Rights	Vendor shall provide the agency full rights to update the training materials as the system is maintained and enhanced after the conclusion of the project	FP	Accenture would transition ownership and maintenance of training materials to the State, as requested, at go-live. The State would be responsible for procuring/maintaining all applicable software licenses required to maintain the provided training materials.
PRTR-037	Computer Based Training-SCORM 1.2 Compliance	Vendor shall provide online training that is SCORM 1.2 compliant in order to be compatible with the SOI's Learning Management System	FP	Accenture understands the State currently uses Articulate Storyline to create training. Our approach would use State-provided licenses to Articulate Storyline to create training materials that are SCORM 1.2 compliant.
PRTR-038	External Stakeholder Training	Vendor shall provide user training to the SOI's external HCM and Payroll System users in the use of the external facing portions of the system in a format mutually agreed upon with the SOI	P	Accenture would partner with the State to identify and plan for the training needs of the State's external HCM and Payroll System users. Accenture would propose creating self-service, web-based training materials based on training responsibilities agreed upon during contract finalization for the State and Accenture. Accenture would lead development of HCM and Payroll system training materials with support from the State and use a train-the-trainer approach to prepare the State to deliver user training. Understanding that the State has no current Peoplesoft HCM training materials, Accenture would be responsible for leading and executing the creation of complete training materials for PeopleSoft 9.2.
PRTR-039	External Stakeholder Training Format	Vendor shall provide internal or external HCM and Payroll System training through both classroom and non-classroom based methods	P	Accenture's approach provides for the creating of training materials that can be delivered in both classroom and non-classroom based methods to support the diverse learning needs and availability of the corresponding training audiences. The delivery option(s) for each training course would be identified in the training curriculum and confirmed through a Training Pilot in preparation for training delivery. Accenture would use a train-the-trainer approach to prepare the State to deliver user training. Understanding that the State has no current Peoplesoft HCM training materials, Accenture would be responsible for leading and executing the creation of complete training materials for PeopleSoft 9.2.
PRTR-040	Online Help-External	System shall provide context-sensitive online help and documentation for external users	FP	Accenture would configure the Help link within the HCM and Payroll systems to provide external users with context-sensitive online help by linking to PeopleBooks.
PRTR-041	Training Material Content	Vendor shall provide system, technical, and internal and external user documentation that has each element, screen, and report fully documented	FP	Accenture would provide the State with the relevant Oracle PeopleBooks, PeopleTools, and product release notes in response to this requirement. Where Accenture and the State mutually agree to customize the solution, Accenture would create supporting documentation to provide the requested information.
PRTR-042	Training Material Customization	Vendor shall provide material that has been customized to reflect the windows, screens, element names, modified and configured functionality, agency and other distinguishing characteristics, and site-specific configuration applicable to the SOI.	FP	Accenture would provide the State with the relevant Oracle PeopleBooks, PeopleTools, and product release notes in response to this requirement. Where Accenture and the State mutually agree to customize the solution, Accenture would create supporting documentation to provide the requested information for assigned training materials.
PRTR-043	Technical Training Plan	Vendor shall develop a Training Plan to validate the approach to developing training following industry standards that at a minimum includes: <ul style="list-style-type: none"> - Full list of all end users to be trained as agreed upon during contract finalization - Timeline for material development and review - Approach to classroom and material design including the integration of people, process and technology - Classroom and virtual delivery approach and timeline - Approach to Skills Assessment to be conducted on SOI technical staff 	FP	In partnership with the State, Accenture would lead the development of an End-User Training Plan during the Adopt stage of the project to document and validate the training approach to design, develop, and deliver training for the HCM-Payroll Modernization Project. For the HCM and Payroll system training materials, Accenture would partner with the State to identify a training curriculum and assign development responsibilities as agreed upon during contract finalization to State and Accenture resources. The End-User Training Plan would also document the approach for identifying end-user audiences to be trained, the timeline for material development and testing, the process for conducting training reviews and dispositioning feedback, and the planned delivery methods and timeline for conducting training. These details would be refined during the implementation as system roles are defined and assigned to end-users and training materials are developed and tested for delivery. Applicable technical topics related to the end-user would be included as agreed to with the State. For technical training related to supporting implementation activities as well as operation and maintenance of the Solution, Accenture's approach would be for State-identified resources to participate in hands-on, experienced based knowledge transfer.
PRTR-044	System User Testing	Vendor shall suggest an approach to deliver training to solution components to be utilized by employees (time entry, leave request, ESS functions, etc.)	FP	Accenture would propose a self-service delivery model of web-based training content for solution components that would be used a majority of State employees, such as the suggested topics in the requirement.
PRTR-045	Technical Team Skills Assessment	Vendor shall conduct a skills assessment of the SOI technical team to determine level of training needed	FP	For technical training related to supporting implementation activities as well as operation and maintenance of the Solution, Accenture's approach would be for State-identified resources to participate in hands-on, experienced based knowledge transfer. Accenture would identify the knowledge and skills to be gained through completion of knowledge transfer activities. The State would be responsible for assessing the knowledge and skills of their staff.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-046	Technical Training-System Modifications	Vendor shall provide training to the technical/operations team on any System changes/changes in System components functionality/architecture	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participant in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRTR-047	Technical Training-General	Vendor shall provide training to the SOI on the development methodology, code propagation, and all aspects of creating a production application	FP	<p>Accenture would provide experience-based, technical training activities for State resources as part of the project implementation work activities timeline. Individual topics would be identified through the knowledge transfer process of creating role learning plans. The State would be responsible for identifying State training resources and managing their participation in identified technical training activities prepare for sustainment training needs.</p>
PRTR-048	Technical Training-Support	<p>Vendor shall provide technical training that covers such topics as:</p> <ol style="list-style-type: none"> 1) COTS application and customization support; database installation, configuration, tuning, backup and recovery, and disaster recovery; 2) Business intelligence, archival system, and data warehouse installation (if the agency chooses to replace), configuration, tuning, and backup and recovery; 3) Operating system and security configuration, tuning, and backup and recovery; 4) Job scheduling and print operations; and 5) Disaster recovery procedures 	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participant in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRTR-049	Technical Training-Operations	<p>Vendor shall provide operational training to the SOI's technical staff including:</p> <ol style="list-style-type: none"> 1) Basic operation and troubleshooting; 2) Preventive maintenance; 3) Customization of set-up features; 4) Creation of internal and external user logins; 5) Setting of access privileges; 6) Scheduling of jobs; 7) Job dependencies; 8) Failure and restore procedures for each job and the system; 9) Communication procedures; 10) Procedures for stopping and starting components of the system; 11) Database administration; 12) Application maintenance; 13) System performance tuning; 14) Interface maintenance; 15) Application support; and 16) Any other training reasonably necessary to support the system. 	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participant in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRTR-050	Technical System Documentation	The vendor must provide complete system documentation that documents the application software and its architecture as it is implemented at the SOI	FP	<p>Accenture would provide the State with the relevant Oracle PeopleBooks, PeopleTools, and product release notes in response to this requirement. Where Accenture and the State mutually agree to customize the solution, supporting documentation would be created to provide the requested information.</p>

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-051	Technical Operations Documentation	The vendor must provide operations documentation that includes overviews of the application, system structure, processing, interfaces, reports, and correspondence	FP	Accenture would provide the State with the relevant Oracle PeopleBooks, PeopleTools, and product release notes in response to this requirement. Where Accenture and the State mutually agree to customize the solution, supporting documentation would be created to provide the requested information. The Reports, Interfaces, Conversions, Extensions, Forms, and Workflow (RICEFW) Inventory will provide further documentation in support of this requirement.
PRTR-052	Technical Documentation-Quick Reference Guides	Vendor shall provide technical quick reference guides	FP	Accenture would provide the State with the relevant Oracle PeopleBooks, PeopleTools, and product release notes in response to this requirement. Where Accenture and the State mutually agree to customize the solution, supporting documentation would be created to provide the requested information. The Reports, Interfaces, Conversions, Extensions, Forms, and Workflow (RICEFW) Inventory will provide further documentation in support of this requirement.
PRTR-053	Knowledge Transfer Approach	Vendor shall develop a documented Knowledge Transfer (KT) Plan for each functional/technical area to measure progress of execution and acceptance by user of necessary knowledge	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participate in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRTR-054	Knowledge Transfer Approach	Vendor shall provide a knowledge transfer approach that shall confirm the SOI has knowledgeable internal business users (experts), system administrators, programmers, and other technical personnel sufficient to operate and maintain the system independently	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participate in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRTR-055	Knowledge Transfer Execution	Vendor shall execute Knowledge Transfer activities throughout the project	FP	Accenture would partner with the State to create a Knowledge Transfer (KT) Plan of incremental knowledge transfer activities for each functional and technical area identified. Knowledge transfer activities in each KT Plan would occur throughout the HCM-Payroll Modernization Project's implementation. Activities would be designed to first build awareness and understanding of the knowledge and skills, followed by hands-on activities to build experience and apply the knowledge gained prior to go-live and during the post-implementation support period.
PRTR-056	Knowledge Transfer Monitoring	Vendor shall measure progress of Knowledge Transfer activities throughout the project	FP	Accenture would measure the progress of Knowledge Transfer throughout the project by tracking the completion of knowledge transfer activities identified for each functional and technical area in the KT Plans. Accenture would also facilitate the collection of feedback on knowledge transfer from Accenture Coaches and State participants using both formal (e.g., surveys) and informal (e.g., 1:1 or small group conversation) feedback.
PRTR-057	Knowledge Transfer-Assessment	Vendor shall conduct assessments of Knowledge Transfer activities throughout the Project to measure progress	FP	Accenture would assess knowledge transfer activities through monitoring of completion and collection of feedback from Accenture Coaches and State participants. These activities would inform measurements of knowledge transfer progress.
PRTR-058	Knowledge Transfer-Assessment	Vendor shall report progress of Knowledge Transfer activities to SOI for both end users and operational support staff throughout the project	FP	Once the KT Plan has been defined and knowledge transfer activities have been documented by role, Accenture would provide a monthly status to the State on the progress of Knowledge Transfer activities for operation support staff based on knowledge transfer activity completion and feedback provided by both Accenture Coaches and State participants. Accenture would summarize monthly statuses into a quarterly Knowledge Transfer Scorecard that reports on the overall progress of knowledge transfer and identifies and opportunities for improvement.

4. Testing

#	Name	Description	Response Code	Description/Attachment (< 300 words)
	Section 1: Implementation testing	With a project of this scope and size, testing is vitally important to its implementation success. This section outlines the Vendor requirements for testing during the implementation phase.		
PRTT-001	Master Test Plan	The Vendor shall provide a Master Test Plan. This plan describes the types of testing that must be executed, how testing concepts must be applied to the project, testing prerequisites, the project's approach to testing with external entities, resource and schedule constraints, and how the project can make use of automation during test processes. The Plan should include iterative Parallel Testing over multiple biweekly cycles, including the approach for reconciling Payroll results between the legacy and new system. Plan should include testing milestones which will be tied to the payment schedule. The SOI wishes to participate and collaborate throughout the testing process. The project team should have frequent and early visibility into the progress of the solution including configurations and development objects. The MTP should suggest a number based on Vendor's approach. Please provide an example of this plan. This plan will include steps to be taken for a series of test stages: Unit test plan, Systems test plan, Parallel test plan, Integration test plan, Performance Stress and Volume Test Plan, User Acceptance test plan, Security test plan. All test plans shall include: Procedures for tracking, reporting, and correcting incidents identified, roles and responsibilities of participants and facilitators, examples of forms, templates, and or tools to be used during testing, and the approach to address testing for negative results, and provide for regression testing, when necessary, to ensure that incidents are appropriately resolved.	FV	Accenture would work with the State to define the overall test strategy which lays out the test approach, schedule, the phases of testing, the expectations for each testing phase, and how the State and the Accenture team work together to validate the detailed business and technical requirements for the HCM-Payroll Modernization Project, the result of which will be documented in the Master Test Plan. Although the objectives for each testing phase are different, a common approach would be used to plan, prepare, and execute each effort within the testing phase. Each test plan provides the details required to effectively prepare and execute each testing phase. These details include defining the test objectives, scope, schedule, test conditions/scripts, test data, test environments, tools, metrics/reporting, test team members and entry/exit criteria. Our testing approach for the State would integrate the activities of test planning, test preparation, and test execution throughout each phase of testing, providing rigor and structure as the individual system components come together to achieve the State's business requirements. This approach would enable testing teams to follow a repeatable set of activities to conduct testing consistently and efficiently throughout each testing phase: Unit Test, Assembly Test, System Test, Integration Test, Payroll Parallel Test, Conversion Test, Performance Stress and Volume Test, User Acceptance Test, Operational Readiness Test, Security Test, and Regression Test. We provide a sample Testing Plan, as requested, in Appendix 1 Sample Deliverables and Draft Plans.
PRTT-002	System Verification test description - Approach to UAT	The Vendor shall provide a System Verification Test Description (SVTD), which documents the approach for System Verification Testing (SVT) as well as the approach to User Acceptance Testing (UAT). SVTD must include: 1) introduction, 2) scope, 3) SVT test environment, 4) planning and preparation, 5) Formal execution, 6) witnessed test, 7) regression test, 8) roles and responsibilities, 9) personnel, 10) metrics	FV	We assume that System Verification Test is similar to System Testing. System Testing is one of the testing phases that Accenture would plan, prepare and execute to validate that the system addresses specified functional and technical requirements for the HCM-Payroll Modernization Project. Accenture would provide a test plan for System Testing and User Acceptance Testing which documents the test approach, objectives, scope, schedule, test conditions/scripts, tools, environments, roles and responsibilities, metrics/reporting, and entry/exit criteria.
PRTT-003	System Verification Test Report	The Vendor shall provide a System Verification Test Report. Describe the System Verification Test Report (SVTR) which must describe the SVT and include relevant appendices for both System Test and System Performance testing. At a minimum, this report must cover information on the following sections and appendices: Scope, Test scripts tied to system requirements, Overview of test results, Impact of test environments, Detailed test results, Test logs, Defect log, Remediation log and Other Notes, Appendix A (summary of results from system test execution,) Appendix B (Detail of remaining SVT deficiencies.)	FV	Accenture testing strategy includes System Testing and Performance Testing. At the conclusion of each testing phase (i.e., System Testing, Performance Testing), Accenture would prepare the Test Closure memo (or Test Execution Report) and report findings to the State for signoff. This report provides a comparison of the test execution results achieved against the defined exit criteria. The report contains information on the number of runs executed, summary of test results, the number of defects identified for each cycle, the number of outstanding defects, the category and severity of the defects and other relevant information.
PRTT-004	System Performance Test Description	The Vendor shall provide a System Performance Test Description. Describe your approach to executing a System Performance Test (SPT) that includes peak activities on the system for batch processing and online access for time, payroll, benefits and personnel administration. SPTD documents the approach for System Performance Testing (SPT). SPT is specifically related to system speed, scalability and stability. SPTD must include: Introduction, Scope, SPT test environment, Planning and preparation, Formal execution, Witnessed test, Regression test, Roles and responsibilities, Personnel, and Metrics.	FV	Accenture would create a Performance Test Plan based on State's system performance objectives and would support the State team in the execution of this plan to validate that the application can scale to high user and transaction volumes. During the planning stage, Accenture would create a Performance Test Plan that describes the approach, objectives, scope, test cycles, test data, environments, tools, roles and responsibilities, metrics, and entry/exit criteria.
PRTT-005	System Test Report	The Vendor shall provide a System Test Report (STR). Describe your approach to executing a comprehensive System Test (ST). STR documents the expected and actual results of the System Test and is used in the determination of operational readiness. This report includes metrics that help validate test activities to plan, identify deviations, assess the impact on other build activities, and adjust build plans accordingly. Document must include; Scope, Overview of Test Results, Detailed System Verification Test Results, Work Product Inventory.	FV	Accenture has a well-defined approach for system test execution of applications and uses this approach for our PeopleSoft ERP implementation projects and within Accenture Enterprise Services for Government (AESG). System test activities include the following: define test cycles, create/update test scripts, establish environment, execute test cycles and test scripts according to the test schedule, track and manage the discovery, resolution, and retest of system defects, create closeout memo for State review, and signoff. At the conclusion of the System Test phase, Accenture would provide a System Test Report that contains a summary of the test results with key information about the test such as the number of runs executed, the number of defects identified for each cycle, the number of outstanding defects, the category and severity of the defects, links to the completed test script execution results and other relevant information. The System Test Report provides the project team and stakeholders with a clear indication of the readiness of the HCM and Payroll system for UAT.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-006	System Test Protocol	The Vendor shall provide a System Test Protocol (STP). Describe your approach to execute the System Test Protocol. The STP is intended to validate that the system satisfied the requirements for its intended use and user needs; validate that the right problem is solved; establish responsibility and accountability for testing processes; facilitate early detection and correction of software and system anomalies; provide an early assessment of software and system performance. The description must include; Introduction, Scope, Test environment, Planning and preparation, formal executions, witnessed test, regression test, roles and responsibilities, personnel, and metrics.	FV	We assume that System Test Protocol is similar to System Test Plan. Accenture would work with the State to create a comprehensive System Test plan and would conduct the System Test based on the collaboratively developed and mutually approved System Test Plan. In accordance with the Accenture Testing methodology, we would document test results to verify business processes are effectively tested and the requirements defined and agreed at the beginning of the project are satisfied. We would bring a field-tested methodology to construct a System Test Plan so that the project team would test incrementally in stages, from simple to complex, using an iterative approach. Once a set of specified conditions in a given phase are satisfied, the project team would move on to the next phase. For example, the project team would start by testing configuration scripts. Once the scripts are tested and validated, we would move to the next phase and begin testing simple processes. This approach reduces downstream rework and sets the framework for confirming the system configuration and that delivered and custom objects work in concert with each other. The System Test Plan would contain specific testing for the other components of the overall application, such as security setup and reporting. It includes activities to verify that batch processing is set up correctly and that data dependencies are sufficiently tested.
PRTT-007	Security Test Plan	The Vendor shall include a Security Test Plan. Describe your approach to execute the Security Test Plan and publish the test results in the Security Test Report (SETR) for every end user and support role defined in the solution. The SETR documents the expected and actual results of security testing and is used in the determination of operation readiness. This report includes metrics that help validate test activities to plan, identify deviations, assess the impact on other build activities, and adjust plans accordingly.	FV	Accenture would provide a testing strategy that includes a Security Test Plan. We would work with the State to develop the test plan which provides the details required to effectively prepare and execute the Security Testing. These details include defining the test objectives, scope, test conditions/scripts, test data, environments, metrics, and project team members that would carry out the activities to implement the plan. We would also work with the State to define the appropriate entry and exit criteria that are reviewed with the stakeholders and form the basis of approval to complete the Security Testing and before we advance to the next phase of testing.
PRTT-008	Accessibility Test Plan	The Vendor shall provide an Accessibility Test Plan. Describe your approach executing the Accessibility Test Plan and publishing the results in the Accessibility Test Report (ATR). The ATR documents the expected and actual results of accessibility testing and is used in the determination of operation readiness. This report includes metrics that help validate test activities to plan, identify deviations, assess the impact on other build activities, and adjust plans accordingly.	FV	Accenture will provide a testing strategy that includes the use of JAWS as the testing method and coordination with vendor for defect resolution. Proposed PeopleSoft payroll application conforms to Oracle VPAT as outlined at http://www.oracle.com/us/corporate/accessibility/vpats/vpats-peoplesoft-162942.html
PRTT-009	Section 2: Operational testing	After the implementation is complete, the SOI is committed to ongoing testing at the development, integration, and regression levels. It is expected that the functionality described below will be included in the implementation. If the core system does not support these requirements, it is expected that the integrator will secure and integrate the functionality in a seamless manner.		
PRTT-010	Testing Capacity	The Vendor shall configure the system in a manner that does inhibit significant concurrent unit testing and system testing. Testing capacity cannot be a bottleneck to system changes.	FV	Per Accenture testing methodology that is based on our decades of PeopleSoft implementation experience, Unit Test and System Test activities are performed within the lower end environments, namely Development and Testing (HCMDEV92 and HCMST92). These test activities take place concurrently for multiple work units and do not limit test ability. It is accomplished by simulating cross work unit dependencies for data during Development and System Testing. When these activities progress to upstream environments such as Integration Testing or User Acceptance Testing, Test Leads from the State and Accenture will manage the test capacity to avoid becoming a bottleneck while accommodating system changes. Working in conjunction with the State Test lead, the Accenture Sr. HCM / Payroll Test Lead will follow proper project approved change control process to address test capacity of the project team.
PRTT-011	Unit testing	The Vendor shall conduct Unit testing - single units of functionality (in isolation in both positive and negative test modes)	FV	Accenture would conduct Unit Testing for each new custom software development object delivered under the HCM-Payroll Modernization Project. As the first of many subsequent testing phases, Unit Test phase is essential in detecting and correcting application problems early in the development lifecycle. The Unit Test phase focuses on validating the operation of individual program components to confirm their function according to the detailed technical designs. This means we test configurations, custom programs, and technical services that perform a specific function within the system.
PRTT-012	Integration testing	The Vendor shall conduct Integration testing - end to end testing of changes in relation to business processes and technical coordination of individual units or modules within the larger system, as well as all inbound and outbound interfaces, even to third party vendors.	FV	Accenture would deliver an Integration Test to validate the solution works across systems (i.e., including legacy systems). Integration Testing expands on System Testing to verify the use of the system in the broader application environment. We would test end-to-end business requirements to verify the integration of the PeopleSoft system with other internal and external applications. As part of Integration Testing, we coordinate with internal and external agencies and vendors, and test the integration between the HCM and Finance applications, to confirm the end-to-end interface processing. This Test phase enables scrutiny of internal business process as well as the critical inbound and outbound systems.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-013		The vendor shall conduct end-to-end testing for all internal and external interfaces verifying expected results with all parties involved	FV	During Integration Testing, Accenture would coordinate with internal and external agencies and vendors to test and verify the integration of the State's new ERP system with other internal and external applications, simulating realistic end-to-end business scenarios.
PRTT-014	System testing	The Vendor shall conduct System testing - provide confirmation that functionality passing unit and integration testing will perform correctly when subjected to user perspective and scenarios covering end-to-end business process	FV	Accenture would deliver a System Test to validate end to end processes work within the ERP platform (i.e., excluding legacy systems). The System Test verifies that the system addresses specified functional and technical requirements. The System Test Phase focuses on business functionality of each individual application. Accenture has a well-defined approach for system test execution of applications and leverages this approach for our PeopleSoft implementation projects and within Accenture Enterprise Services for Government (AESG).
PRTT-015	Regression testing	The Vendor shall conduct Regression testing - verify that system modifications have not caused unintended effects and that the existing software or system components still comply with specified requirements	FV	Accenture would perform Regression Testing throughout the testing process whenever a change or update to the system occurs. The objective of Regression Testing is to verify that the changes implemented by the HCM-Payroll Modernization Project have not affected the existing production functionality, which was not meant to be altered. The main outcome of successful Regression Test is business approval that the overall system functionality, including the changes made is in line with the agreed functional designs and existing production functionality.
PRTT-016		The vendor shall conduct multiple parallel tests from multiple biweekly cycles automating the comparison of gross-to-net results from legacy and new system; allowable variance thresholds will be defined by the state such that test results falling within / outside acceptable thresholds can be reported and resolved on a per employee basis; both sample set and full parallel tests will be included.	FV	Accenture would conduct a Payroll Parallel Test to test not only the integration of the inputs and outputs from the payroll process but compare the paycheck results between the legacy payroll system and the new ERP payroll system to make sure that employee paychecks are not affected by the implementation of the HCM-Payroll Modernization Project. To perform this test, one or more pay periods would be selected and actual transactions will be entered, such as hours worked or lump sum payments, into a dedicated PeopleSoft Parallel Test environment. We would then run the pay calculation in the PeopleSoft test environment, and compare the gross pay, as well as any earnings, deductions, and tax withholdings, with the production paycheck data. Accenture would collaborate with the State project team members and payroll division personnel to participate in the reconciliation activities.
PRTT-017	UAT testing	The Vendor shall conduct UAT testing - provide collaboration, open communication and knowledge sharing between testing resources and end users to provide accurate and comprehensive UAT	FV	Accenture would support the State in the planning and execution of User Acceptance Testing. During the planning stage, Accenture would work with the State to define the overall UAT test plan, help identify appropriate UAT participants and assist in training the UAT participants to become comfortable with their test execution activities and gain understanding of what the final HCM and Payroll system would be. Accenture would also support the State through the UAT execution process by providing the UAT participants with high-level functional direction and scenarios along with necessary supporting documentation (i.e., job aids and draft training materials), on-site support resources, answering questions, conducting daily test reviews and providing any background support necessary such as submitting off-line jobs, performing back-ups and restores.
PRTT-018	Accessibility testing	The Vendor shall conduct Accessibility testing to validate all IOT accessibility requirements are built into system and are maintained on a scheduled basis.	FV	Proposed PeopleSoft payroll application conforms to Oracle VPAT as outlined at http://www.oracle.com/us/corporate/accessibility/vpats/vpats-peoplesoft-162942.html
PRTT-019	Security testing	The Vendor shall conduct Security testing to validate all security mechanisms and roles built into the system and that they are maintained on a scheduled basis.	FV	Maintaining a secure environment is critical for delivery of crucial government business and a requirement to help protect data. Accenture would perform a Security Test to confirm Application security which includes confirming roles have access to the correct online pages, have the proper level of authority on those pages (e.g., read-only vs. add/update), do not have access to restricted pages, and confirms separation of duties and departments cannot access each other's data, where required. Accenture assumes that the State would focus on databases, operational, and network security testing including any necessary vulnerability and penetration testing.
PRTT-020	Test status reporting	The vendor shall provide a well defined reporting process on the status of test execution, trends, and defects tracked by pre-defined metrics. Results are compiled and presented both daily and weekly showing testing progress and key accomplishments. Status reports will include a defect summary, and issues and risks recap.	FV	Accenture would prepare and provide daily and weekly testing status report for all phases of testing, detailing actual testing progress and status against plan and using a common set of status reporting metrics across all test phases. This report would also include a defect summary (i.e., status and count of open critical or high priority defects), issues, and risks.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-021	Mock production migration	The vendor shall migrate all code and configuration changes through the SOI system instances as follows: System Test -> PreProduction -> Production, as well as propagation to other supporting systems such as training and development. The vendor shall provide scripts for each migration so each migration package can be migrated multiple times with the same result unless the scripts are modified.	FV	Accenture recognizes that the State is currently using PHIRE for migration management for its HCM and Finance projects. Accenture has extensive experience in PHIRE and plans to leverage your current PHIRE environment for HCM92 and Payroll code migrations. AESG software development lifecycle processes use PHIRE for migrating PeopleSoft objects across all project environments. PHIRE is used for automation necessary to adhere to the defined change and maintenance guidelines of the project. PHIRE automates the migration of changes between environments and incorporates standard workflows to guide users through the process. It is also a core driver for both our functional and technical software configuration. Accenture developers and testers would create PHIRE projects that include necessary scripts for the State PHIRE team to manage and promote code per approved project migration process.
PRTT-022	Testing environments	The Vendor shall recommend Testing Environments and size the capacity and infrastructure required to support the recommended environments. At a minimum the vendor shall provide the following test environments: unit test alone, system test environment, and UAT sterile pre prod environment. The state will accept recommendations for additional test environments. Please provide your recommendations and rationale.	FV	As noted directly below, in addition to the environments expected by the State primarily for testing, we propose and provided details for Training, Disaster Recovery and Production environments. For further details, please refer to the Accenture proposed project SDLC environments in the 'Recommended Infrastructure' tab of Attachment F1 Technical Requirements Workbook. 1. HCMDEV92 - Unit Testing of development work 2. HCMUPG92 - 9.2 & Tools Upgrade Testing 3. HCMTST92 - System Testing 4. HCMCFG92 - Payroll Configuration validation 5. HCMINT92 - Integration Testing 6. HCMSTG92 - Staging, Performance, HA cluster, penetration Testing 7. HCMCNV92 - Data Conversion & Testing 8. HCMUAT92 - User Acceptance Testing
PRTT-023	Automatic generation of test scripts	The Vendor shall provide recommendations on the ability to create test scripts automatically	FV	During the Test phase, the project team would leverage AESG Test Script library that has been developed and enriched from our experience in implementing various statewide HCM and Payroll implementations for over two decades. Further, the project team will develop test scripts that are unique to State's business to validate that system supports the State business processes and defined requirements. Accenture will guide the State team on creating necessary test scripts.
PRTT-024	Manual generation of test scripts	The Vendor shall provide a recommendation on how to generate test scripts manually.	FV	Accenture has developed Accenture Enterprise Services for Government (AESG) asset for state government. The AESG asset incorporates our experience at other state governments to deliver a pre-built PeopleSoft solution. Accenture would provide AESG pre-built testing plans, test conditions and scripts that would significantly reduce the test preparation timeline and generate cost and schedule savings. These scripts and conditions can be used out-of-the-box or tailored as necessary to fit the appropriate business need.
PRTT-025	Test Data	The Vendor shall build test data. All test entities are unique and not traceable to production data.	FV	During test planning, Accenture would work with the State to define all the data requirements that need to be setup to support the test scripts. When defining the test data, the principle will be to utilize existing "production" data wherever possible instead of manufacturing production like data. Accenture understands that some data (e.g., employee salaries, credit card detail, home address, etc.) are sensitive and need to be masked during system implementation activities. Accenture has experience in applying a variety of tools to scramble these particular data sets across our PeopleSoft implementations. During different test cycles, data is consumed or altered which requires that a new set of data is created, or original set of data is reloaded in the system. This is accomplished using various tools and techniques, some of which are: refreshing the database instance using a backup, using Flashback database feature to bring database back to a point in time or using SQL Loader or Data Pump to reload data. The choice of tool or technique for a given test will depend on test environment and test specific need.
PRTT-026	Integration of production data	The vendor shall have the ability to import production data sets onto test entities for the ability to test specific scenarios to diagnose certain production parameters while masking the personal information of the original production data.	FV	Accenture will work with the IOT/GMIS infrastructure management team to review current processes in place for cloning HCM PeopleSoft production environment to facilitate testing of specific scenarios. AESG Data Masking scripts can be used to mask PII data elements. From our experience in implementing PeopleSoft at very large states (exceeding million employee records), we can provide guidance for subsetting transactional data during an export from Production.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-027	Testing volumes	The vendor shall provide a solution on high volume testing. Testing is an ongoing high demand process with multiple users running multiple tests for a variety of processes using various input channels, the system will provide best practices that will allow the department to effectively and efficiently maintain high volume testing. Please describe how your solution will accommodate this high use environment.	FV	Accenture would create a Performance Test Plan which includes Volume testing and support the State team in the execution of the approved Performance Test plan to confirm online and batch performance. The performance activities by Accenture and State team may include generation of synthetic user load to simulate peak load scenarios leveraging current State performance test tools or software and associated infrastructure. Critical batch/interface processes would be tested by running the actual batch/interface processes with real data (when available) or representative sample data at expected production volumes considering peak time and contingencies. Select processes identified to be critical for Performance test would be timed and assessed for relative performance. Any online transaction or batch process that is found to not meet performance expectations would have a performance test defect logged so that the application can be tuned to meet expectations. Accenture would work with the State Infrastructure team comprising of PeopleSoft Administrators, DBAs, Network Admins, and other IT Performance Specialists in resolving issues that impact system performance. The end goal of Performance Test is to confirm that the application would be able to perform in the State's production environment and State is able to produce successful Payroll.
PRTT-028	System date	The Vendor shall change the system date of test to be able to test the affect of date on output.	P	With PeopleSoft Effective Date functionality, this type of testing to change system date is no longer required or applicable. Retroactive and future dated effective date functionality offer the ability to execute similar tests. To fully support this requirement, State would be required to provide third party software products such as Time Machine. Though Linux permits clock changes, Server admins do not support it due to the complexity and effort involved in disabling NTP or security drivers to facilitate time simulation activities.
PRTT-029	Rollback tests	The Vendor shall rollback data from prior tests so that subsequent reuse of test data does not cause duplicate records	FV	Accenture Testing Methodology uses various techniques to address rollback scenarios to prevent duplicate data, including but not limited to the following: 1) PeopleSoft Data Mover, SQL *Loader scripts to import, export or purge test data to facilitate repeatability 2) Rollback transactions with SQL Scripts 3) Leverage Oracle DB rollback features such as Flashback, guaranteed restore points 4) Flashback queries 5) Leverage PeopleSoft Temp Tables to hold test results with data time stamps
PRTT-030	Test size	The Vendor shall create a large and varied number of test scripts so that many variables are tested.	FV	By leveraging the AESG solution, Accenture would provide pre-built detailed test conditions and test scripts that support all core business processes for the HCM and Payroll modernization project. These test conditions and scripts can be used out-of-the-box or tailored as necessary to fit the appropriate business requirement. Test conditions and scripts are grouped based on the test cycles to ensure all agreed to requirements are tested and a large and varied number of test scripts are executed. For example, the first cycle of test would focus on testing the system configuration, the second cycle would include test scripts that would test a broad range of functionality across the HCM application modules, then third cycle would focus solely on interfaces, fourth cycle would focus on reporting functionality, then another cycle would include test scripts to test validate error processing and year end processing in the HCM and Payroll applications.
PRTT-031	Testing environment adjustments	The Vendor shall support automated tools for the ability to reset environment.	FV	AESG offers utilities to help the project team with environment management and operations. The Accenture HCM / Payroll Technology Architect will work with the State personnel (IOT/GMIS) for environment reset by leveraging some of the techniques outlined in PRTT-029 as well as traditional Database recovery mechanisms.
PRTT-032	Migrations	The Vendor shall document Test environment migrations	FV	Accenture will use the State's migration management tool PHIRE for standard change control and project migration procedures. We track and document test environment migrations through PHIRE and its workflow rules will enforce and automate several migration steps.
PRTT-033	Migration rollback	The Vendor shall rollback migrations and reset the database.	FV	Accenture will utilize the rollback features of PHIRE to undo migration when deemed necessary. Further, the Accenture Development Team may use various techniques outlines in PRTT-029 or PRTT-031.
PRTT-034	Test system ingestion	The Vendor shall create a Test environment that shall have the ability to ingest files from multiple channels, e.g. banks, other modules	FV	Accenture Test environments as outlined in PRTT-022 will be supported by a robust AESG Integration framework that facilitates interface file processing from multiple sources along with automated encryption and decryption of the files based on source and target system encryption needs, either internal or external.
PRTT-035	Data export	The Vendor shall test the ability export data to multiple channels such as image repository, financial test system, etc.	FV	Accenture has experience implementing and integrating PeopleSoft with various Image repositories or enterprise document management systems such as FileNet.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-036	Interface exchanges	The Vendor shall be able to replicate interface exchanges without needing to touch third party data.	P	PeopleSoft Payroll offers standard interface file layouts for 3rd party data exchanges. Further, our AESG interface library offers interface file layouts standardized based on our experience at other state or public sector entities. As part of the PeopleSoft Payroll modernization, our approach to obtain Interface acceptance from 3rd party would require testing the interface with the 3rd party. The ability to replicate interface exchange, necessity for touching 3rd party data, obtaining acceptance and validation by the 3rd party would be evaluated on a case by case basis per the Interface test plan. In general, 3rd party systems are expected to test the interface file following their internal process and standards that meet State guidelines for testing and risk acceptance for a successful payroll implementation. Testing and validation of interface exchanges would not require touching 3rd Party production systems, but they can be validated using 3rd party test environments.
PRTT-037	Testing Interfaces	The Vendor shall provide the ability to test the requirements of interfaces e.g. schema requirements, image requirements, etc.	FV	AESG integration framework offers the ability to test interfaces comprising of schemas or image requirements.
PRTT-038	Interface errors	A Vendor shall provide the ability to log defects and provide error messages across interfaces.	FV	As part of the project's testing strategy, we would create a Defect Management Plan which enables us to track and manage the discovery, resolution, and retest of system defects identified during test. The State-Accenture Test Team would log system issues and defects which include key data points into the Defect Log. At a minimum, a defect will be logged with the following attributes: Description, Created by, Status, Category/Type, Priority and screenshots of actual results to supplement the defect description. Accenture would review the Defect Log with the State during daily review sessions.
PRTT-039	Defect reporting	A Vendor shall provide the ability to view defects reported in a dashboard with drill down ability.	FV	Accenture recommends the use of State's SharePoint and Microsoft Excel to log, track, and manage defects identified during test execution of the HCM-Payroll Modernization Project. A Defect report will be created which includes the key data points from the Defect log including but not limited to Defect ID, Title, Description, Priority, Category/Type, Created by, and Created Date. Screenshots of actual results encountered to supplement the defect description as well as key transaction identification information will be documented, stored, and available in SharePoint.
PRTT-040	Defect traceability	A Vendor shall provide the ability to track defects with the ability to trace back defects to releases and requirements	FV	Accenture testing methodology, which is based on the V-model, ensures test conditions, scripts and any associated defects including configuration and build defects are linked back to requirements. Within AESG, this traceability is a major design principle leading us to help reduce risk and provide a higher quality delivery. Accenture would utilize the Requirements Traceability Matrix document which provide traceability mapping between functional/technical requirements and test conditions. The matrix will also be used to maintain the mapping and traceability between test scripts and associated system defects. Accenture's testing approach promotes early identification and resolution of defects. Our methodology for defect management aims to help track and manage the discovery, resolution and retest of system defects identified during test. Accenture recommends to use the State's SharePoint and leverage Microsoft Excel for logging, tracking and managing defects identified in all testing phases.
PRTT-041	Testing artifacts	A Vendor shall provide the ability to retain testing artifacts for successful and unsuccessful tests.	FV	As part of the Accenture testing process, the Test Team will execute test scripts, documenting actual results of successful and/or unsuccessful tests. Accenture would recommend to use the State's SharePoint site to store testing documentation and deliverables across all phases of testing.
PRTT-042	Signoff	The Vendor shall provide the signoff of testing approval at the requirement level. All artifacts of approval shall be retained in the system.	FV	Accenture would work with the State to define the testing review and signoff process. This process aids test management by ensuring that appropriate verification and validation is carried out for every deliverable by checking content, detail, and structure.
PRTT-043	System resets	The Vendor shall allow the ability of the tester to reset testing system.	FV	Accenture testing methodology uses tools and techniques outlined in PRTT029, PRTT-031, and PRTT-033 to facilitate the stated objective
PRTT-044	Testing negative outcomes	The Vendor shall test specific negative outcomes; for example items that should be suspended.	FV	Accenture would provide a testing strategy that includes negative testing. Negative testing is conducted to make sure the system performs well using invalid data for input, that the system does not process invalid data as designed by the system and all appropriate error messages appear when invalid data is entered. During planning, the testing team will review the requirements and identify the type of invalid data that would trigger an error solution.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-045	Testing database (Environment)	The Vendor shall be responsible for standing up and preparing testing environments in no more than 1/2 day	P	Accenture will work with the State Infrastructure Support Team in determining the steps and processes required to setup a Test environment. The initial Test environment standup can be accomplished by automating the Test environment via cloning within the specified time frame, contingent on leveraging DevOPS. However, preparation of the Test environment for effective use by the Testers requires more than the initial technical standup activities. For example, code migrations, data staging, enabling integrations, PII data masking, masquerading email addresses, and connectivity with internal or external systems could require additional time.
PRTT-046	Testing database (Environment)	The Vendor shall support multiple testing environments to enable simultaneous projects	FV	Accenture proposed Infrastructure Plan covers the following Test environments: 1. HCMDEV92 - Unit Testing of development work 2. HCMUPG92 - 9.2 & Tools Upgrade Testing 3. HCMTST92 - System Testing 4. HCMCFG92 - Payroll Configuration validation 5. HCMINT92 - Integration Testing 6. HCMSTG92 - Staging, Performance, HA cluster, penetration Testing 7. HCMCNV92 - Data Conversion & Testing 8. HCMUAT92 - User Acceptance Testing For further details, please refer to the Accenture proposed project SDLC environments in the 'Recommended Infrastructure' tab of Attachment F1 Technical Requirements Workbook.
PRTT-047	System Validation	The Vendor shall provide system validation which matches system functionality to user requirements.	FV	Accenture testing methodology is based on the industry recognized V-Model which provides the overall framework for our approach to requirements traceability and the validation of requirements throughout each phase of testing. The testing done in each testing phase ties back to the requirements, business processes, and designs created early in the project.
PRTT-048	System testing	During system testing, the Vendor shall data element identifiers to accommodate ingested data from systems whose numbers cannot be adjusted in order to avoid data duplication	FV	AESG test framework and test scripts enable the State to prevent as well as handle various data duplication scenarios. Some of the techniques used in accomplishing the stated scenario may entail the use of additional data qualifiers or labels that help testing team with proper data management and validation.
PRTT-049	Parallel testing	Then Vendor shall provide a plan for parallel testing for Payroll.	FV	Accenture would provide a plan for Parallel Payroll Test that covers procedures and practices to be followed to make sure that employee paychecks are not affected by the implementation of the HCM-Payroll Modernization Project. This plan would be developed during the Initiate phase, outlining the scope, approach, and entry and exit criteria. The plan would also include the number of parallel test cycles (each cycle corresponds to a pay period) to be executed, tools, test data, and environments to be used and approach to the reconciliation activities.
PRTT-050	System Administration Testing	The state shall have the responsibility for conducting acceptance testing of the entire application. The Vendor shall provide assistance during such testing. This assistance shall include: Preparing state testers, Loading configuration values, converting data, and establishing user security in accordance with the "go-live" deployment plan; Submitting off-line jobs; Performing backups; Restoring databases/environments as required	FV	Accenture acknowledges that the State would complete acceptance testing with the assistance and support of the Accenture Team. Accenture would support the State in the planning and execution of User Acceptance Test. During the UAT planning stage, Accenture would work with the State to define the overall UAT test plan, help identify appropriate UAT participants and assist in training the UAT participants to become comfortable with their test execution activities and gain understanding of what the final HCM and Payroll system would be. Accenture would also support the State through the UAT execution process by providing the UAT participants with high-level functional direction and scenarios along with necessary supporting documentation (i.e., job aids and draft training materials), on-site support resources, answering questions, conducting daily test reviews, and providing any background support necessary such as submitting off-line jobs and performing back-ups and restores.
PRTT-051	System Administration Testing	The Vendor shall conduct Performance Stress and Volume Testing (PSVT) for the fully configured and tested software prior to commencing live operations and at a preliminary point in the project sufficiently in advance of go-live but no later than three (3) months prior. Mechanisms utilized to monitor and verify technical performance with respect to user response time metrics and execution of all jobs in the on / off cycle process must be described and documented in detail. These tasks must be coordinated and performed with the appropriate state technical staff.	P	Accenture would create a Performance Test Plan and support the State team in the execution of the approved Performance Test Plan to confirm online and batch performance. The performance activities by the State-Accenture teams may include generation of synthetic user load to simulate peak load scenarios leveraging current State performance test tools or software and associated infrastructure. Critical batch/interface processes would be tested by running the actual batch/interface processes with real data (when available) or representative sample data at expected production volumes considering peak time and contingencies. Select processes identified to be critical for Performance Test would be timed and assessed for relative performance. Any online transaction or batch process that is found to not meet performance expectations would have a performance test defect logged so that the application can be tuned to meet expectations. Accenture would work with the State Infrastructure team comprising of PeopleSoft Administrators, DBAs, Network Admins, and other IT Performance Specialists in resolving issues that impact system performance. The end goal of Performance Test is to confirm that the application would be able to perform in the State's production environment and State is able to produce successful Payroll.

5. Vendor Team Experience

* While it is not specifically as a requirement, there is a strong preference that the key resources will have significant State HCM / Payroll system implementation experience.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRVTE-001	HCM / Payroll Project Leader	Vendor's HCM / Payroll Project Leader shall have more than 10 years of successful project leadership experience and full PeopleSoft HCM / Payroll system implementation experience.	FV	[Redacted]
PRVTE-002	Sr. Project Manager	Vendor's Sr. Project Manager shall have either a) more than 10 years of project management experience or b) previous full PeopleSoft HCM / Payroll system implementation experience.	FV	[Redacted]
PRVTE-003	HCM / Payroll Technology Architect	Vendor's HCM / Payroll Technology Architect shall have more than 10 years of Vendor HCM / Payroll technology experience with the Vendor HCM / Payroll system and full Vendor HCM / Payroll system implementation experience.	FV	[Redacted]
PRVTE-004	HCM / Payroll Configuration Expert	Vendor's HCM / Payroll Configuration Expert shall have more than 10 years of PeopleSoft HCM / Payroll system configuration experience.	FV	[Redacted]
PRVTE-005	Sr. HCM / Payroll Test Lead	Vendors' Sr. HCM / Payroll Test Lead shall have more than 10 years of PeopleSoft HCM / Payroll system testing experience.	FV	[Redacted]
PRVTE-006	Sr. HCM / Payroll Training Lead	Vendors' Sr. HCM / Payroll Training Lead shall have more than 10 years of PeopleSoft HCM / Payroll system training experience.	FPC	[Redacted]
PRVTE-007	Sr. HCM / Payroll Training Lead	State governments are diverse employers with a broad spectrum of business units, positions, job requirements, and employees; state or large local government experience is recommended for key vendor resources.	FPC	[Redacted]
PRVTE-008	Sr. HCM / Payroll Training Lead	Another key experience measure would be implementations involving an upgrade of HCM and an implementation of Payroll from a separate system	FPC	[Redacted]
PRVTE-009	Project management experience	Vendor's project manager shall have at least 10-15 years experience as a senior project manager leading projects with a similar size and scope to the requirements as stated in this RFP, who is accountable for all services and deliverables provided under the Contract resulting from this RFP, and who should work to ensure the on-time delivery and successful deployment. This individual is expected to be dedicated to the project and should function as the state's primary point of contact with the Vendor. The Vendor's Project Manager is expected to respond to day-to-day problems, manage issues, provide status reports, participate in weekly status meetings, and manage personnel resources. It is preferred that the Project Manager be certified by the Project Management Institute as a Project Management Professional (PMP).	FV	[Redacted]

6. Project Design and Build Requirements

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPDB-001	Business Process Design	<p>The Vendor shall lead work group sessions and provide tools and other services as required to complete the Business Process Design. The state expects the design phase will involve input from all agencies in the state, including all branches, departments, agencies, boards and commissions. Some third party vendors may need to be engaged as well. At a minimum, the Vendor’s approach to business process design should address the following:</p> <ul style="list-style-type: none"> · Multiple workshops by business process area; · Use of the OPS9.2 HCM software in the facilitation of the workshops; · Inclusion of System subject matter experts (SMEs) representative of state institutions; · Identification of change impacts in terms of process, policy, and skill sets; · Identification of any major policies and/or procedures or state codes that will require modification to accommodate the desired configuration and business processes; · Documentation of resolution of published Functional and Technical Requirements, identifying those that are available as delivered or through configuration, and those that are gaps; · Alignment on a unified financial structure and reporting format for the state; · Discovery, analysis and design for integrations and conversions; · Architecting and documentation of new to-be business processes and roles (visio flows and narrative); <p>· Architecting of reports to support business processes and identification of any needed custom reports; and</p>	FV	<p>To evaluate the capabilities of PeopleSoft HCM and Payroll 9.2 against the State’s business requirements, Accenture would conduct Business Process Design Sessions called Conference Room Pilot (CRP) workshops during the Initiate stage with State project team members and stakeholders. These workshops are intended for users to work with the solution to better understand PeopleSoft functionality and examine potential changes before impacting live project environments. We would plan on using the AESG CRP environment hosted by Accenture that allows the project to start using a pre-configured environment on day one of the project. Multiple CRP workshops by functional area would be conducted. For the HCM Upgrade scope, we would conduct Business Process Redesign Sessions to evaluate current processes to the upgrade functionality.</p> <p>As each functional area commences, an overview workshop would be delivered to orient State participants to the functional subject as well as key concepts necessary for lower level business process workshops. We would prepare for and conduct CRPs to achieve the following desired outcomes:</p> <ul style="list-style-type: none"> • Finalize RICEFW inventory • Confirm future-state process definition • Identify gaps
PRPDB-002	Fit / Gap Analysis	Identification of software gaps that may lead to development of work-around, or a custom solution.	FV	Accenture would perform Fit-Gap sessions to confirm the business requirements as either a fit or a gap based on out-of-the-box business process functionality. Where there is a fit, the system and associated business processes would be configured to address each requirement. Where there are gaps, we would work with State team members to propose a business process reengineering opportunity that would close the gap and address the requirement, or where statute dictates, document the proposed customization. Accenture’s five major steps to execute a Fit-Gap analysis include: Finalize Requirements, Categorize Requirements, Assess Requirements, Approval of Potential Gaps, and Update Customizations Documentation.
PRPDB-003	Blueprint	Produce an overall detailed blueprint document that specifies in scope requirements will be solutioned within OPS9.2.	FV	Accenture would develop a Solution Blueprint document that would define the solution and delivery approach that our organization would provide to the State. This includes confirming scope requirements, assessing capabilities and constraints, and defining the solution strategy.
PRPDB-004	Reporting	Develop an overall reporting strategy that includes standard reports, custom reports, ad hoc reporting, usage, distribution, access, training for all OPS and non-OPS historical data. A list of state required reports for each user group for each OPS module whether they are standard, custom, or ad hoc.	FV	During the Conference Room Pilot activities, Accenture would help the State identify reports and queries needed to support each business process.
PRPDB-005	Configure	The Vendor shall lead the configuration of all application software in accordance with business process design. The state expects the Vendor to provide leadership in all functional areas, and provide sufficient resources to work with all SOI agencies, departments, etal. This could mean full-time resources for some of the larger institutions, and shared resources for smaller institutions.	FV	Accenture would lead the configuration effort and collaborate with the State to adapt the solution to the requirements as we progress through the implementation. Our Adopt and Adapt stages focuses on an iterative process to design, configure, and validate the solution. This process builds confidence for business users, representatives, and project stakeholders, helping solidify solution adoption after each iteration. Accenture agrees to adequately staff all areas of the project to fully meet the State’s expectations.
PRPDB-006	Configure	The Vendor shall use the highest applicable industry standards for sound and secure software configuration practices. The "highest applicable industry standards" shall be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area, and acting in a like capacity, would exercise in similar circumstances.	FV	Accenture would leverage industry-leading standards and practices to lead the software configuration activities. We would follow ADM for PeopleSoft standards and practices to define, configure, and maintain the configuration data throughout the project lifecycle. ADM for PeopleSoft tailors the Accenture team’s methodology specifically to PeopleSoft system implementations and upgrades. We would use AESG to leverage configuration decisions, designs, and templates that we believe to be representative of leading industry practices based on our history of State-specific system implementations and upgrades.
PRPDB-007	Configure	Produce the Configuration Management Plan	FV	Accenture would prepare a Configuration Management Plan that describes configuration required for each major functional area and the solution transactions, views, data structures, and other functionality that would be achieved via configuration.
PRPDB-008	Configure	Provide training for state project staff on configuration tools and processes	FV	Accenture agrees to provide training on configuration tools and processes. Accenture would work with the State to understand their specific training needs and develop a customized Training Plan.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPDB-009	Configure	Update documentation to support the state's configuration of OPS9.2 HCM	FV	Accenture would use the AESG platform's prebuilt project lifecycle documentations including the configuration workbook or configuration design document will be updated as needed throughout the project.
PRPDB-010	Development	Vendor will lead, manage and coordinate all technical team work. The Vendor should assume that it is the manager for all integrations, interfaces, data conversions, custom reports and similar technical items agreed in this Statement of Work. The state will be responsible for some of the technical work, such as working with extracting data from legacy systems, as agreed in the Statement of Work.	FV	All technical team work would be lead by our proposed HCM / Payroll Technical Architect [REDACTED], who would act as the primary technical resource focused on managing the delivery of all technical project aspects (architecture, hardware, software, infrastructure, etc.). [REDACTED] would be responsible for all project resources related to technical solution delivery and confirm that there is proper communication between various systems interfaced.
PRPDB-011	Integration	For the purposes of this Scope of Services, integration is defined in broad terms as systems sharing data regardless of the batch or real-time nature of the data exchange. Integration means sharing of data and a business process or workflow and, where possible, allowing for more near real-time processing of data or the elimination of duplicate data residing on two systems.	FV	Accenture's guiding principle for integration is to leverage delivered integration functionality as much as possible to promote data integrity and consistency. For interfaces that require customizations, Accenture uses the open integration capabilities native to the PeopleSoft solution to accomplish integration with the interfacing systems based on the type of system, transmission methods, protocols, and file types. Our proposed solution has the capabilities desired for supporting interfacing requirements of large public sector implementations and upgrades. It includes tools and methodology that would assist in supporting the required interfaces using industry standards and providing flexibility for interfacing with a diverse set of systems.
PRPDB-012	Interfaces	The Vendor shall deliver the inbound and outbound interfaces to process transactions to/from the state systems identified in the interfaces determined to be needed.	FV	Accenture acknowledges the delivery of interfaces identified during Fit-Gap to successfully implement the Payroll, Absence Management, and Project Costing functions. Accenture acknowledges to design and develop inbound and outbound interfaces affected by the upgrade of the Core HCM system.
PRPDB-013	Interfaces	The Vendor shall deliver an Integration Strategy and Interface Plan document that shall include but is not limited to:	FV	Through collaboration with the State, Accenture would create an Integration Strategy and Interface Plan that will define the data governance framework and establish the integration management standards to which all other component systems and data will need to adhere. The document would include the State's requirement as stated in the RFP.
		· Validation and assessment to confirm the inclusion of interface candidates identified Interface tab;	FV	
		· Identification of secure data transfer needs for third parties;	FV	
		· Identification of responsibilities and state personnel assigned as contact for the interface; and	FV	
		· Graphical representation of the interface environment.	FV	
PRPDB-014	Interfaces	The Vendor shall provide, at a minimum, the following services for interfaces and integration:	FV	As a leading PeopleSoft integrator, Accenture's approach to integration delivers a low-cost/low-complexity interface solution to the State. Accenture agrees to provide the services as stated in the requirement using the following guiding principles: <ul style="list-style-type: none"> • Leverage delivered integration functionality as much as possible to promote data integrity and consistency • Use a single plan to track the work across all parties—which provides a single version of the truth on interface progress • Maximize reuse from AESG pre-built interfaces to reduce implementation costs
		· Managing all activities related to interfacing data with OPS9.2 HCM, including the coordination of interface development efforts;	FV	
		· Developing a detailed data interface plan document;	FV	
		· Developing programming specifications;	FV	
		· Coding of interface programs that transform and load data to OPS9.2 HCM in accordance with program specifications;	FV	
		· Coding of interface programs that extract and transform data from OPS9.2 HCM in accordance with program specifications;	FV	
		· Performing unit testing of the interface programs;	FV	
		· Developing reports and other means for state personnel to audit the results of interfacing;	FV	
		· Designing of test scripts for system functionality, integration, and user acceptance testing;	FV	
		· Facilitating of interface user acceptance testing; and	FV	
		· Development of monitoring and notification mechanisms tested in development but for use in the production environment that immediately alert specified state personnel when real-time interface issues occur between the OPS9.2 HCM and state or third party systems.	FV	
PRPDB-015	Interfaces	The state shall be responsible for subject matter knowledge of existing interfaces and associated data. System subject matter experts are expected to be available to consult with the Vendor during the development of the interface plan and specifications, and to assist with the determination and adoption of acceptable alternatives to interfaces wherever feasible. The state shall be responsible for coding the legacy application side of the interface.	FV	Accenture acknowledges that the State will be responsible for subject matter knowledge of existing interfaces and associated data and coding the legacy application side of the interface. Accenture would collaborate with the State's subject matter experts to develop the Interface Plan and specifications.
PRPDB-016	Conversions	The Vendor shall be responsible for managing all activities related to converting legacy data to OPS9.2 HCM. The state is dedicated to minimizing data conversion to only data required (as determined by the state) for proper system operation.	FV	Accenture would lead the conversion effort and guide the State through the entire process providing input and assistance during the Initiate, Adopt, Adapt, and Validate stages. This includes Data Cleansing, Data Extraction, Data Transformation, Data Load, Data Reconciliation, and Conversion Testing.
PRPDB-017	Conversions	The Vendor shall develop a detailed Data Conversion Plan document based on conversions listed in the Conversions tab, including the following:	FV	Accenture would develop a Data Conversion Plan, which defines the strategy, preparation, and specifications for implementing processes, people, and technology to manage information effectively across the lifecycle and converting data from the source systems to the target systems.
		· All data to be loaded or entered in the new system;	FV	
		· Data sources;	FV	
		· Expected data volumes;	FV	

#	Name	Description	Response Code	Description/Attachment (< 300 words)
		<ul style="list-style-type: none"> Determination of conversion method and load process (e.g., manual, automated, or semi-automated method); 	FV	
		<ul style="list-style-type: none"> Roles and responsibilities and timing requirements for the conversion effort; and 	FV	
		<ul style="list-style-type: none"> Extraction, transformation and load methods to be used. 	FV	
PRPDB-018	Conversions	The Data Conversion Plan will include throw away conversions to facilitate parallel payroll testing that facilitates the comparison of gross-to-net results between multiple parallel test cycle between legacy and OPS9.2 HCM payrolls.	FV	Accenture acknowledges to include in the Data Conversion Plan an additional conversion program to test and allow the comparison of gross-to-net results between multiple parallel test cycle between legacy and OPS9.2 HCM payrolls.
PRPDB-019	Conversions	The Vendor shall provide the following data conversion services:	FV	Though we propose data extraction from the legacy system be handled by the State, Accenture would assist the State's resources to determine the extraction method and help identify the appropriate tools where necessary. Accenture would also work with the State to help it define what data to extract out of the legacy systems based on the needs and requirements of the new solution. The State and Accenture would work together to review the data elements to be converted, as well as cleansing parameters and toolsets to help with that clean-up. Accenture would coordinate pre-conversion activities such as verifying data to be converted, archiving, purging, and cleansing of legacy data by the State's resources.
		<ul style="list-style-type: none"> Coordinating pre-conversion activities such as verification of data to be converted, archiving, purging, and cleansing of legacy data by state resources; 	FV	
		<ul style="list-style-type: none"> Developing programming specifications in accordance with the detailed data conversion plan that includes coding and unit and integration testing for the conversion programs; 	FV	
		<ul style="list-style-type: none"> Coding of conversion programs that transform and load data to OPS9.2 HCM in accordance with program specifications; 	FV	
		<ul style="list-style-type: none"> Building any crosswalk file structures required to assist the state in developing test scenarios and conducting acceptance testing; 	FV	
		<ul style="list-style-type: none"> Installing, maintaining and operating for the duration of the ERP project, tools to support the design, development, and testing of conversions; 	FV	
		<ul style="list-style-type: none"> Performing unit and integration testing of the conversion programs developed by the Vendor; 	FV	
		<ul style="list-style-type: none"> Developing reports and other means for state personnel to validate converted data; 	FV	
		<ul style="list-style-type: none"> Running conversion programs and working with the state to validate the accuracy of results in the production environment following all conversion activities; 	FV	
		<ul style="list-style-type: none"> Managing execution of multiple 'dress rehearsals' of the end to end conversion process into a copy of the production environment in test mode prior to final conversion. This includes execution of both extract programs of legacy system data developed by the state and all other processes developed by the Vendor; and 	FV	
		<ul style="list-style-type: none"> Adapting and re-running conversion programs as necessary to properly convert and load the data, and for maintaining a conversion log to track the accuracy of all conversion efforts. 	FV	
PRPDB-020	Conversions	The state will be responsible for subject matter knowledge of existing applications and associated data. The state expects to perform all data cleansing and manual conversion processes, with the expertise and guidance of the Vendor. Manual conversions are defined as "manual" when the Vendor and the state agree that the volume is too low to justify the cost of developing an automated conversion program.	FV	Accenture acknowledges that the State will be responsible for subject matter knowledge of existing applications and associated data and performing all data cleansing and manual conversion processes.
PRPDB-021	Conversions	The state will code and unit test conversion programs that extract data from the legacy applications and output the data using the formats and protocols specified in the programming specifications for use in the transformation and load processes.	FV	Accenture acknowledges that the State will be responsible for coding and unit testing conversion programs for use in the transformation and load processes.
PRPDB-022	Conversions	The state will also be responsible for verifying the accuracy of the converted/loaded data through participation in all levels of testing.	FV	Accenture acknowledges that the State will be responsible for verifying the accuracy of the converted/loaded data through participation during testing.
PRPDB-023	Conversions	The Vendor shall execute and participate in at least two (2) complete and successful test runs of the end-to-end conversion process. Test exercises shall consist of the following:	FV	Accenture's conversion methodology includes executing multiple mock conversions to confirm that data extract, transform, load and reconcile processes are working as expected. Accenture has assumed that the State would participate in preparing for, extracting, and validating conversion test runs. Accenture would work with the State team to create a detailed conversion plan which lays out the number of mock conversions, technical environments, schedule, metrics, roles and responsibilities and exit/entry criteria. After each mock conversion run, Accenture would provide reconciliation and exception reports so that the State team may validate the accuracy and completeness of the conversion activities.
		<ul style="list-style-type: none"> System resources extracting data from legacy systems; 	FV	
		<ul style="list-style-type: none"> Vendor loading data extract files provided by the state, and 	FV	
		<ul style="list-style-type: none"> Vendor providing reports/query results so that state staff may validate the accuracy and completeness of the conversion programs and related activities. 	FV	
PRPDB-024	Conversions	Upon completion of the test conversions, the results must be presented to the state PM for distribution to Key Stakeholders. Any test failures must be logged in sufficient detail for manual fix/re-entry by the SOI.	FV	At the conclusion of conversion testing, Accenture would prepare the Test Closure memo (or Test Execution Report) and report findings to the State for signoff. This report provides a comparison of the test execution results achieved against the defined exit criteria. The report contains information on the number of runs executed, summary of mock conversion test results, the number of defects identified, the number of outstanding defects, the category and severity of the defects and other relevant information.
PRPDB-025	Conversions	The state will be responsible for developing test scenarios and conducting the acceptance testing of conversion programs with the assistance of the Vendor. The state PMO will define the timing, requirements, and acceptance criteria for the test conversions. In support of conversion 'test runs', state staff responsible for manual entry and correction, data reconciliation and acceptance, technical support, issue resolution and executive level go/no-go decision-making should be available to role play their tasks in real-time.	FV	Accenture acknowledges that the State will be responsible for developing test scenarios and conducting the acceptance testing of conversion programs.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPDB-026	Reports, Queries & Forms	The Vendor shall provide services and tools to accomplish two (2) broad objectives upon go-live:	FV	Accenture includes a focus on reporting during the Plan/Initiate stage—creating and testing the reporting data model with end users as early as possible. We provide training on standard reports and queries through the application software and through the Business Intelligence solution, including the ability to do ad hoc reporting.
		· Deploy all the necessary reports, queries, and forms in conjunction with the appropriate preparation of end-users to know how to access, execute, and apply the data to their respective functions; and	FV	
		· Define and train select state personnel on the software tools and methodologies to address future reporting needs of the state.	FV	
PRPDB-027	Reports, Queries & Forms	The Vendor shall provide the following services, at a minimum, to develop the Reports, Queries, and Forms Strategy and Plan:	FV	We would assist the State to perform the analysis to determine the frequency and user(s) of the reports in production and use this information to determine the strategy for each report. If a report is deemed as no longer needed or can be met via delivered functionality (Inquiry screen, delivered report or work center/Dashboard,) the process is documented and rolled out in training or other change management process if applicable.
		· Identify reports, queries, and forms required for normal business operations in the respective functional areas; and	FV	
		· Create a disposition for identified reports when OPS9.2 HCM is deployed for standard and customer developed reports, queries, forms;	FV	
PRPDB-028	Reports, Queries & Forms	The state is committed to leveraging the delivered reports, queries and views in OPS9.2 HCM; however, it is anticipated that there may be a need for custom item also. The Vendor is expected to deliver additional custom reports as determined by the state, and as defined and agreed to during the Design Phase	FV	Accenture's reporting capability will provide the State with flexibility and self-sufficiency in creating, updating, running and viewing all production, ad hoc and management reports. We can customize and tailor reports to your specific needs: specifying unique prompts, scheduling reports, the ability to export or view results in multiple formats, and empowering end-users to create customized reports with simple point-and-click ease.
PRPDB-029	Reports, Queries & Forms	In support of the custom reports, queries, and forms deployment, the Vendor shall provide the following services:	FV	Accenture acknowledges to design, develop, test and train system end-users on custom reports, queries, and forms.
		· Report, query, and form design, development, and testing; and	FV	
		· Report, query, and form access and execution training for System end-users.	FV	
PRPDB-030	Reports, Queries & Forms	In support of the establishment of appropriately trained state personnel on the software tools and methodologies to address future reporting needs of the state, the Vendor shall provide the following services:	FV	For the Payroll system and addition of the Absence Management module, Accenture would work with the State to design a training curriculum of topics that incorporates use of the system Reporting Tools. Training materials would be developed according to the curriculum and delivered as either web-based training or classroom training, as agreed to with the State. Knowledge transfer would be assessed through the State's completion of hands-on knowledge transfer activities during the implementation to prepare for their post go-live responsibilities.
		· Reporting Tools Training Strategy development;	FV	
		· Curriculum development and training content development;	FV	
		· Training execution; and	FV	
		· Knowledge transfer assessment.	FV	
PRPDB-031	Development	The state is committed to adapting to the best practices inherent in the OPS9.2 HCM software and to minimizing the need for "workarounds" external to the delivered solution. It is anticipated, however, that certain development work products may be necessary to meet high impact gaps identified in the Design Phase. The state plans to be responsible for work-around development and testing, if any is required, but may desire to engage Vendor staff for augmentation based on the hourly rates supplied with the Cost Schedules.	FV	Accenture acknowledges that the State will be responsible with any development and testing of "workarounds" for high impact gaps. Accenture would be open to working with the State if support is needed.
PRPDB-032	Security	The Vendor shall develop a Security Plan that includes the following:	FV	Accenture would develop and maintain a comprehensive Security Plan that addresses the State's security policies, standards, and procedures, as identified in the RFP.
		· Compliance with required state security standards;	FV	
		· Security configuration recommendations based on best practice of separation of duties;	FV	
		· Approach to analyzing, establishing, and documenting security functions into the state's security network; and	FV	
· Risk management approach to application development and deployment in terms of threat and vulnerability identification, analysis and prioritization, and mitigation techniques.	FV			
PRPDB-033	Security	The Vendor shall provide training to the state Security Team on the security capabilities; controls implemented, and required configuration steps to meet the state's security requirements for the OPS Software.	FV	Accenture agrees to provide training on security. Accenture would work with the State to understand their specific training needs and develop a customized Training Plan to meet the State's security requirements.
PRPDB-034	Security	The Vendor shall work with the state Security Team to design, configure, and test the application security, including establishment of end-user roles and organizational security. The Vendor shall also work with the state's technical team to establish infrastructure security.	FV	Accenture, in conjunction with the State's security team, would develop a Security Plan. This plan captures the security requirements associated with the proposed solution which includes the approach to the design, configure, test, establishment of end-user roles and organizational security and its maintenance. In addition, Accenture will work with the State's technical team to establish infrastructure security. The Security Plan would be updated through each phase of the system development lifecycle as needed. The plan is a living document that is refined during key points in the system development lifecycle or when changes to implemented controls occur. The team develops the Security Plan to provide an overview of system security requirements and the corresponding security design to address those requirements. The team conducts structured collaborative sessions with representative business and technical users throughout the project lifecycle from requirements definition through detailed functional design to augment the Security Plan.
PRPDB-035	Security	The Vendor shall develop a Security Administration Guide based on the Security Plan and the design of the security configuration. This guide will provide the foundation for security administration and the configuration of application security. The Vendor will assist in the implementation of the Security Administration Guide by working with and training the System Security team.	FV	The Security Plan will include the security definitions, design and configurations which will used as the foundation in building the Security Administration Guide. Accenture will use this Guide to train the System Security team.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPDB-036	Automated Testing Tool	Vendor shall use an automated testing tool, with assurance of state resource training and ability to facilitate usage, test script, development, and management go forward.	FV	Accenture has developed Accenture Enterprise Services for Government (AESG) asset for state government. The AESG asset incorporates our experience at other state governments to deliver a pre-built PeopleSoft solution. Accenture would provide AESG pre-built testing plans, test conditions and scripts that have been developed and enriched from our experience in implementing various statewide HCM and Payroll implementations for over two decades. Further, they develop test scripts that are unique to State's business to validate that system supports the State business processes and defined requirements. These scripts and conditions can be used out-of-the-box or tailored as necessary to fit the appropriate business need. Accenture would guide the State team on creating additional test scripts.

7. Cutover and Support Requirements

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRCS-001	Training	The Vendor shall deliver a Technical Training Strategy and Plan that addresses all technical training, including but not limited to the following:	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participant in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRCS-002	Training	· Technical and operations personnel training to support development, implementation, and production; and	FP	Accenture would provide knowledge transfer on our development and implementation methodology where the approach differs from the process currently followed by the State for operations and maintenance of the HCM system.
PRCS-003	Training	· Knowledge transfer training to a core group of functional, administrative, programming, security, service desk, and other technical and operations personnel to support independent operations capability before conclusion of the Vendor's post-implementation support responsibilities.	FP	Included in response to PRCS-001.
PRCS-004	Training	The Technical Training Strategy and Plan shall be based on a comprehensive technical training needs assessment conducted by the Vendor in conjunction with overall Organizational Change Management and stakeholder analysis activities. The Technical Training Strategy and Plan shall include, but is not limited to the following:	FP	<p>As provided in PRCS-001, Accenture's approach incorporates technical training as part of knowledge transfer. Accenture would partner with the State to identify stakeholders for knowledge transfer.</p> <p>Accenture would create the Knowledge Transfer Strategy and Plan to document the approach and confirm the responsibilities of both State and Accenture team members for technical training as part of knowledge transfer. Accenture would partner with the State to identify the stakeholder audience, the applicable knowledge transfer activities, the delivery channel(s)/methods through which activities would occur, and the timeline for execution. With each activity, the State would be responsible for creating documentation for the State's sustained use in managing the system.</p> <p>Accenture understands the State will provide PeopleSoft HCM and Payroll training to key team members as part of the initial implementation phase, if not before. Accenture recommends the State include technical PeopleSoft training for key team members.</p>
		· Technical Training Stakeholder Analysis;	FP	
		· Map of learning needs to awareness and skill building phases of learning;	FP	
		· Training Approach for each technical training need (e.g., project team training, technical and operations training, and knowledge transfer);	FP	
		· Recommended Training Delivery Channel(s) for each Training Approach;	FP	
		· Alignment of training needs to learning phases and training courses and events;	FP	
		· Job Aid Strategy; and	FP	
· Sustainment Strategy.	FP			
PRCS-005	Training	The Technical Training Plan shall also include the preparation and training of state training resources to establish an ongoing training organization (not for delivery of training for the implementation but to allow the state to support sustainment training needs).	FP	Accenture would conduct a train-the-trainer to support preparing State trainers to deliver training for implementation and support of sustainment training needs. One conduct of each course identified for classroom training would be facilitated by Accenture for State trainers to learn the material. One additional teachback session of each course identified for classroom training would be facilitated by Accenture for State trainers to practice delivery and receive coaching from Accenture and peers. The State would be responsible for identifying State training resources and managing their participation in identified training activities to prepare for implementation and sustainment training needs.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRCS-006	Training	All training materials must be reviewed and approved by the state prior to the start of training delivery. The Vendor shall provide all electronic source documents and graphics used in the development and presentation of training across all training delivery channels.	FP	<p>Accenture's training approach incorporates iterative reviews during design, build, and test activities to support approval of training materials prior to training delivery. Accenture would document the process and timing for review and approval of training materials in the Training Plan.</p> <p>Accenture would agree to provide the State electronic source documents and graphics used in development and presentation of training for the project.</p>
PRCS-007	Training	All training is expected to be provided at training facilities provided by the state	FP	Accenture would agree to the State owning responsibility for providing all training facilities. Accenture would partner with the State to identify training facility requirements, such as number of workstations, access/connectivity needs, presentation capability, in preparation for delivery.
PRCS-008	Training	<p>Based on the recommended approach, the Vendor shall provide training to ensure that state personnel have developed the necessary skills required to successfully operate and maintain OPS9.2 HCM. It is assumed that state personnel will perform all operations and system administrative functions with assistance as needed by the Vendor when live operations commence. Training topics shall include, but are not limited to:</p> <ul style="list-style-type: none"> · Systems operations; · Technical support; · Job scheduling, monitoring and performance tuning; · Troubleshooting, · Procedures for handling OPS software updates and all other tasks necessary to provide support for the HCM system; · Training on all components of the operating environment that are new to the state; and · Training on the use of the Vendor's development tools, system management, and application administration tools. 	FP	As identified in the Knowledge Transfer Strategy and Plan, State-identified resources would participant in designated hands-on knowledge transfer activities to gain the knowledge and skills to operate and maintain the system. Accenture assumes that existing State resources are already operating and maintaining the OPS9.1 HCM and would only be responsible to engage in knowledge transfer on new components of the operating environment resulting from moving to OPS9.2 HCM. The State would be responsible for providing training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.
PRCS-009	Training	Knowledge Transfer and Ongoing Support must also include training appropriate state resources on cost allocation and retroactive processing for cost allocation.	FP	Accenture would partner with the State to evaluate the existing cost allocation training available and identify if changes would be made to existing training materials and/or new training materials would be created. Accenture would document the identified cost-allocation training in the training curriculum, where applicable. Knowledge transfer activities related to cost allocation would be identified and documented as part of the Knowledge Transfer Strategy and Plan.
PRCS-010	Training	Provide multiple options for execution of training classroom-based, train-the-trainer, electronic, etc.	FP	Accenture would support the State in development of training materials in a format that provides both a classroom and web-based (electronic) option for execution. As part of our approach, Accenture would facilitate a train-the-trainer program with support from the State to prepare state training resources to deliver end-user training during the implementation as well as support sustainment training needs.
PRCS-011	Knowledge Transfer	<p>The Vendor shall provide training to core functional, technical, operations, and service desk personnel to facilitate knowledge transfer before conclusion of the Vendor's post-implementation support responsibilities. Training content should address, but is not limited to:</p> <ul style="list-style-type: none"> · Software configuration; · System operation procedures for use during the Project; · System administration responsibilities, log on/log off procedures, and security; · Other topics necessary to educate System personnel on 'system housekeeping' during the ERP Project; and · Most likely service desk scenarios. 	FP	<p>Accenture's approach embeds knowledge transfer as part of project activities, not as a separate task or effort. Accenture would collaborate with the State to develop a Knowledge Transfer Strategy and Plan that provides experience-based, activities to transfer knowledge throughout the project timeline to State resources. The State would be responsible for providing the core functional, technical, operations, and service desk personnel to participate in identified activities according to the project's implementation and post-implementation timeline for each activity.</p>
			FP	Accenture would document related activities in the Knowledge Transfer Strategy and Plan.
			FP	Accenture would document related activities in the Knowledge Transfer Strategy and Plan.
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PRCS-012	Knowledge Transfer	The Vendor shall deliver services to ensure that System employees are prepared to operate and maintain all applications at go-live. The Vendor shall provide a knowledge transfer and skill transfer process that will ensure the System has a "critical mass" of knowledgeable users (experts), system administrators, and other support personnel sufficient to operate and maintain the system in coordination with OPS.	FP	Accenture would create a Knowledge Transfer Strategy and Plan to document the approach for conducting knowledge transfer on the project. A role-based approach to knowledge transfer would document the functional and technical roles that would engage in knowledge transfer through hands-on learning activities. State-identified participants would be responsible for completing assigned work to gain experience using and operating the system.

#	Name	Description	Response Code	Description/Attachment (< 300 words)	
PRCS-013	Knowledge Transfer	The Vendor shall deliver a Knowledge and Skills Transfer Plan that will identify opportunities for the state staff to gain knowledge on the usage and operations of OPS9.2 HCM. The state requires a formal sign-off from key Vendor and state staff members that appropriate knowledge transfer as a condition of release of the contract retainage.	FP	Accenture would create a Knowledge Transfer Strategy and Plan to document the approach for conducting knowledge transfer on the project. A role-based approach to knowledge transfer would document the functional and technical roles that would engage in knowledge transfer through hands-on learning activities. State-identified participants would be responsible for completing assigned work to gain experience using and operating the system. Accenture would collaborate with the State to define and mutually agree to a process for conducting formal sign-off of knowledge transfer, as requested.	
PRCS-014	Knowledge Transfer	Knowledge Transfer and Ongoing Support must also include training appropriate state resources on cost allocation and retroactive processing for both HCM, Payroll and Finance, as well as agencies utilizing cost allocation.	FP	Accenture would partner with the State to evaluate the existing cost allocation training available and identify where updates are needed to existing training materials or new training materials need to be created. Training material would be updated and/or created as assigned to individual training resources between the State and Accenture.	
PRCS-015	Documentation	The Vendor shall develop, maintain, and provide technical and end-user documentation, systems and operational documentation, system configuration documentation, and procedural documentation, including manuals, quick reference guides, tutorials, on-line help, and other techniques as appropriate. The Vendor shall keep documentation current throughout the project.	P	The State would have access to the delivered Oracle PeopleBooks and PeopleTools documentation, which provides technical, systems, and operational documentation on the system. PeopleBooks may be linked to the application "Help" page for online help access. End-user documentation will be provided as mutually agreed to with the State during contract finalization and updated as a result of training curriculum design. Accenture would augment the PeopleSoft delivered documentation to address new customizations agreed to by the State and Accenture as part of the HCM-Payroll Modernization Project. Accenture would share responsibility for maintaining documentation as part of the State's knowledge transfer to participate in hands-on activities during implementation to prepare for operation and maintenance of the system.	
PRCS-016	Cut-over	It is the intent of the state to deploy OPS9.2 HCM to all institutions. The state requires an extensive and carefully structured approach to the implementation and deployment of OPS. This includes the organization and execution of cut-over activities necessary to transition operations to the new system. The Vendor must provide on-site support throughout the entire deployment period.	FV	Accenture Cut-over lead is on-site for the full deployment period in support of OPS 9.2 deployment. Our approach to the deployment of a Statewide payroll implementation is based on our experience from deploying our plan successfully at various States and other public sector entities. Cut-over lead will work with a State counter part in developing the Deployment Cut-over Plan and provide execution support related to the following: <ul style="list-style-type: none"> • Deployment approach • Deployment team structure • Key deployment activities • Relationship among key deployment activities • Transition planning and monitoring • Go-live readiness and execution • Key release assumptions • Key readiness categories • External project dependencies and impact 	
PRCS-017	Cut-over	The Vendor shall deliver a detailed Deployment Cut-over Plan to reflect all project activities that impact deployment of OPS9.2 HCM into the production environment. This deliverable shall document all steps required to make a successful cut-over to the production environment, including specific cut-over tasks, planned and actual dates for tasks completed, task responsibilities, task dependencies, estimated work effort required to complete each task, task status, results of task completion, and sign-off for each task completed. Additionally, the plan shall include:	FV	The Accenture Cutover Manager works with the State Cut-Over counterpart in creation and execution of the following plan to ensure successful cut over to the new PeopleSoft 9.2 system. As part of this plan, from our experience we include the following high level, top ten activities: <ol style="list-style-type: none"> 1. Create high-level structure for pre-Cutover and Cutover activities that will show progression of tasks, task milestones and estimated/ actual task duration 2. Identify stakeholders who will participate in Dress Rehearsal and Cutover activities, and define their roles 3. Work with the State Cutover Manager, communicate resource needs for Cutover activities to appropriate project team leads and IOT leadership 4. Define Go/No-Go and Leadership Checkpoint decision process in conjunction with the State Cutover Manager. 5. Schedule meetings as necessary with appropriate personnel to participate in Go/No-Go or Leadership Checkpoint decision process 6. Confirm availability of Accenture and State personnel needed for Cut-over participation 7. Work with Organizational Change Management Lead to define communication activities and processes 8. Define Cutover Command Center structure, resources, responsibilities, and procedures with the State Cutover Manager 9. Plan and manage execution of Cutover with the State Cutover Manager 10. Define operating plan for the Cutover Command Center (schedule, staffing plan, and communication and escalation process) 	
		· Final data conversion activities;		FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· Technical preparation and system change-over activities;		FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
		· Resolution of all identified security issues;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· Development of a cut-over activities checklist;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· Staffing requirements, by role and responsibilities, for both Vendor and state staff for all deployment/cut-over activities; and	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· Deployment schedule.	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
PRCS-018	Cut-over	The Vendor shall maintain a Cut-Over Checklist that tracks each activity required to ascertain that the HCM system is ready for deployment. This checklist must be reviewed with the Project Management Office (PMO) personnel starting no later than six (6) months before go-live with increasing frequency as the Go-Live date approaches to confirm:	FV	A comprehensive Cut-Over checklist is used in ascertaining a successful deployment. This check list comprises of tracking the categories outlined below and as stated in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· All testing has been successfully completed;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· All staff have completed end-user and management training;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· All data has been cleansed, converted, and accepted by the users;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· All interfaces are functioning as required;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· All site preparation requirements have been met; and	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· End-user support has been established.	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
PRCS-019	Operations Support	Assist the state in developing a post production support plan and organization model.	FV	Accenture project team will assist the State in developing and finalizing the Production support organization as part of post go-live support (PGLS) planning.
PRCS-020	Operations Support	The Vendor shall provide services to prepare procedures, establish processes, train personnel, track incidents, and participate in the delivery of end-user support. The services shall include, but are not limited to, the following:	FV	Our support plan for Operations addresses specified services below, such as: <ul style="list-style-type: none"> • training State personnel through shadowing • Guiding service desk infrastructure team for successful production operations • A roles and responsibility matrix between Technical, Functional, and Operations teams
		· Development of a Service Desk and End-User Support Strategy that includes plans for using the state's Service Desk infrastructure and defines roles and responsibilities for the Service Desk and OPS9.2 HCM support personnel;	FV	State's experience in current Service Desk and PeopleSoft HCM infrastructure management to be augmented with additional areas as it relates to the Payroll modernization and transitioning payroll functions from GEAC to the PeopleSoft system.
		· Development of procedures for providing support that includes all activities, procedures, and steps necessary to allow OPS and Vendor team members to provide required functional support for state Departments;	FV	State's procedures impacted from the upgrade or Payroll migration to PeopleSoft with reference to offering User support by State's Tier 1.
		· Incorporation of procedures into the state's existing Service Desk infrastructure to capture initial incident information for subsequent transfer to members of the project team;	FV	Guidance on updates necessary to support existing Service Desk infrastructure with respect to incident tracking for facilitating issue resolution by the Accenture post go-live support staff.
		· Provision of support for end-users; and	FV	End user support by enabling State's Service Desk members experienced with PeopleSoft as Tier 1 and offering Tier 2
		· Tracking of incidents.	FV	Management of incidents as assigned to the Accenture Tier 2, tracking the same in State's Share Point or other
PRCS-021	Operations Support	End-user support personnel are expected to respond to questions regarding the use of the application. Efficient and effective procedures for providing end-user support shall be established before the beginning of production cut-over and shall be supported by the Vendor through the end of the production support period.	FP	PeopleSoft documentation for efficient end-user support by State's Tier 1 Service Desk team will consist of PeopleSoft delivered and the project team produced documentation. Accenture would augment the PeopleSoft delivered documentation to address new customizations agreed to by the State and Accenture as part of the HCM-Payroll Modernization Project. Accenture would share responsibility for maintaining documentation as part of the State's knowledge transfer to participate in hands-on activities during implementation to prepare for operation and maintenance of the system.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRCS-022	Operations Support	The Vendor must provide full post-implementation support for six (6) months after each major Go-Live for all implemented functionality and support all year-end closing activities for the first calendar and fiscal year-end, with on-site support required in the period surrounding the Go-Live date. This post-implementation maintenance and support will consist of technical, functional, and operational support, and must be provided by skilled personnel who have become familiar with the project over the course of the implementation effort. The on-site presence is essential to maintaining a stable production environment, and in providing for a smooth transition of business processes. The final six (6)-month period after full implementation will include at least one (1) PUM cycle.	FP	Accenture post-implementation plan includes 6 months of support, following proposed single go-live for the HCM 9.2 upgrade and payroll implementation. Our plan accounts for on-site presence, extending functional and technical resources that are knowledgeable of the system from being part of the implementation, and will support the State team with its operational activities. During this period in support of implementing one PUM cycle, an Accenture team consisting of a Payroll Functional Specialist and an Upgrade Specialist will provide project management and technical assistance to the State. The plan assumes State resources that previously shadowed Accenture throughout the implementation will conduct PUM retrofit, drop-keep analysis, executing HCM RICEFW upgrade and testing with support from Accenture. Depending on the PeopleTools impact at the time of the PUM upgrade, GMIS team should consider applying necessary PeopleTools patches at the same time to eliminate additional testing effort. Accenture accommodated a 10 month (FTE) work effort of its resources in support of PUM cycle. Based on the overall impact from various images to be applied and related overall work effort, Accenture will work with the State to offer additional support that follows State approved change control process. Further, following PeopleSoft Payroll go-live, for related year end support activities such as W2 inquiries, we assume the availability of GEAC in read-only mode for at least 3 months, in conjunction with the PeopleSoft Payroll system.

APPENDIX 1 SAMPLE DELIVERABLES AND DRAFT PLANS

This appendix to the Attachment F3 Project Related Requirements Supplement includes the following sample deliverables and draft plans as requested in the 'Project Related Requests' tab of Attachment F3 Project Related Requirements Workbook:

- Project Management (PRPRR-001)
 - Project Schedule
 - Project Management Plan
 - Status Report
 - Risk Tracking Report
 - Issue Tracking Report
 - Action Items Tracking Report
 - Roles and Responsibilities Matrix
 - Escalation Process Documentation
- Organizational Change Management (PRPRR-002)
 - Draft Change Management Plan
 - Draft Communication Plan
 - Draft Stakeholder Analysis Plan
- Training (PRPRR-003)
 - Training Plan
 - Training Materials
 - Knowledge Transfer Plan
- Testing (PRPRR-004)
 - Testing Plan

1. PROJECT MANAGEMENT (PRPRR-001)

As outlined in Section 1.3 Project Management Sample Deliverables of Attachment F3 Project Related Requirements Supplement, we provide the following project management sample deliverables from projects of similar size, scope, and complexity:

- Project Schedule
- Project Management Plan
- Status Report
- Risk Tracking Report
- Issue Tracking Report
- Action Items Tracking Report
- Roles and Responsibilities Matrix
- Escalation Process Documentation

These samples can be found on the following pages.

Project Schedule

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Project Management Plan

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Status Report

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Risk Tracking Report

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Issue Tracking Report

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Action Items Tracking Report

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Roles and Responsibilities Matrix

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Escalation Process Documentation

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

2. ORGANIZATIONAL CHANGE MANAGEMENT (PRPRR-002)

As outlined in the sub-sections of Section 2 Organizational Change Management of Attachment F3 Project Related Requirements Supplement listed below, we provide the following draft plans:

- Draft Change Management Plan (as outlined in Section 2.2 Draft Change Management Plan)
- Draft Communication Plan (as outlined in Section 2.3 Draft Communication Plan)
- Draft Stakeholder Analysis Plan (as outlined in Section 2.4 Draft Stakeholder Analysis Plan)

These draft plan can be found on the following pages.

Draft Organizational Change Management (OCM) Strategy and Plan

Prepared for:

State of Indiana

HCM-Payroll Modernization Project

Prepared By



This draft plan has been fully redacted

Draft Communication Plan

Prepared for:

State of Indiana

HCM-Payroll Modernization Project

Prepared By



This draft plan has been fully redacted

Draft Stakeholder Analysis Plan

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This draft plan has been fully redacted

3. TRAINING (PRPRR-003)

As outlined in the sub-sections of Section 3 Training of Attachment F3 Project Related Requirements Supplement listed below, we provide the following sample deliverables:

- Training Plan (as outlined in Section 3.2 Sample Training Plan)
- Training Materials, including a training manual, job aids, and quick reference guides (as outlined in Section 3.4 Sample Training Materials)
- Knowledge Transfer Plan (as outlined in Section 3.4 Sample Knowledge Transfer Plan)

These samples can be found on the following pages.

Please note our Technical Training Plan can be found in the Training Plan and Knowledge Transfer Plan samples.

Training Plan

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Training Materials

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Knowledge Transfer Plan

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

4. TESTING (PRPRR-004)

As outlined in Section 4.3 Sample Testing Plan of Attachment F3 Project Related Requirements Supplement, we provide a sample detailed Testing Plan on the following pages.

System Integration Testing Plan

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



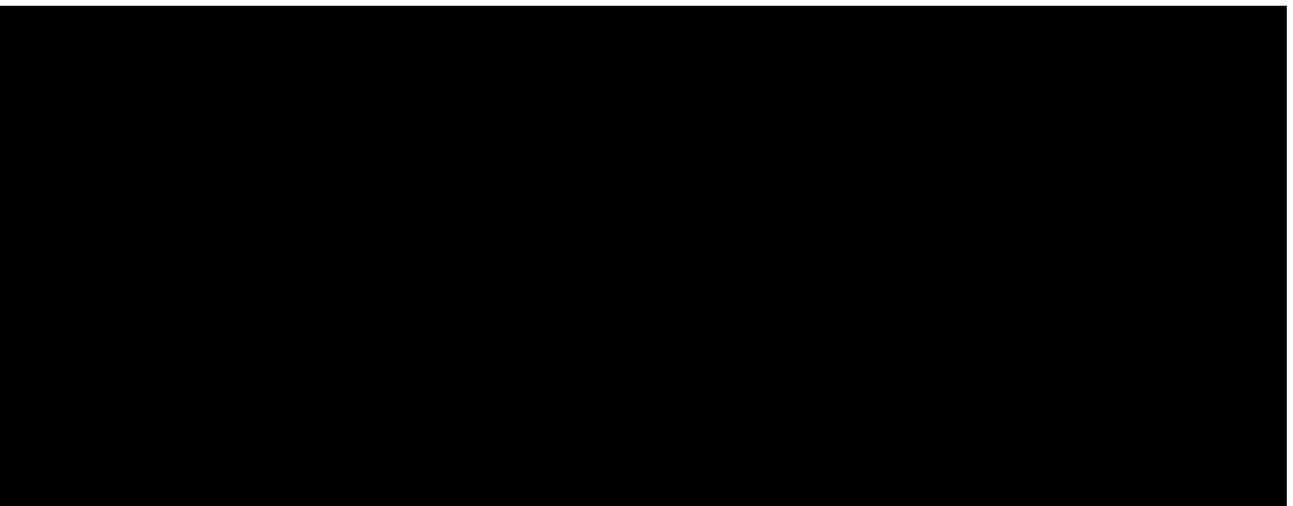
<<Date>>

This sample deliverable has been fully redacted

ATTACHMENT F3 PROJECT RELATED REQUIREMENTS SUPPLEMENT

This document serves as a supplement to Attachment F3 Project Related Requirements Workbook and includes responses and additional information for the following requirements in the 'Project Related Requests' tab:

- Project Management (PRPRR-001)
- Organizational Change Management (PRPRR-002)
- Training (PRPRR-003)
- Testing (PRPRR-004)
- Vendor Team Experience (PRPRR-005)
- Project Design & Build (PRPRR-006)
- Cut Over (PRPRR-007)
- Other Capabilities (PRPRR-009)



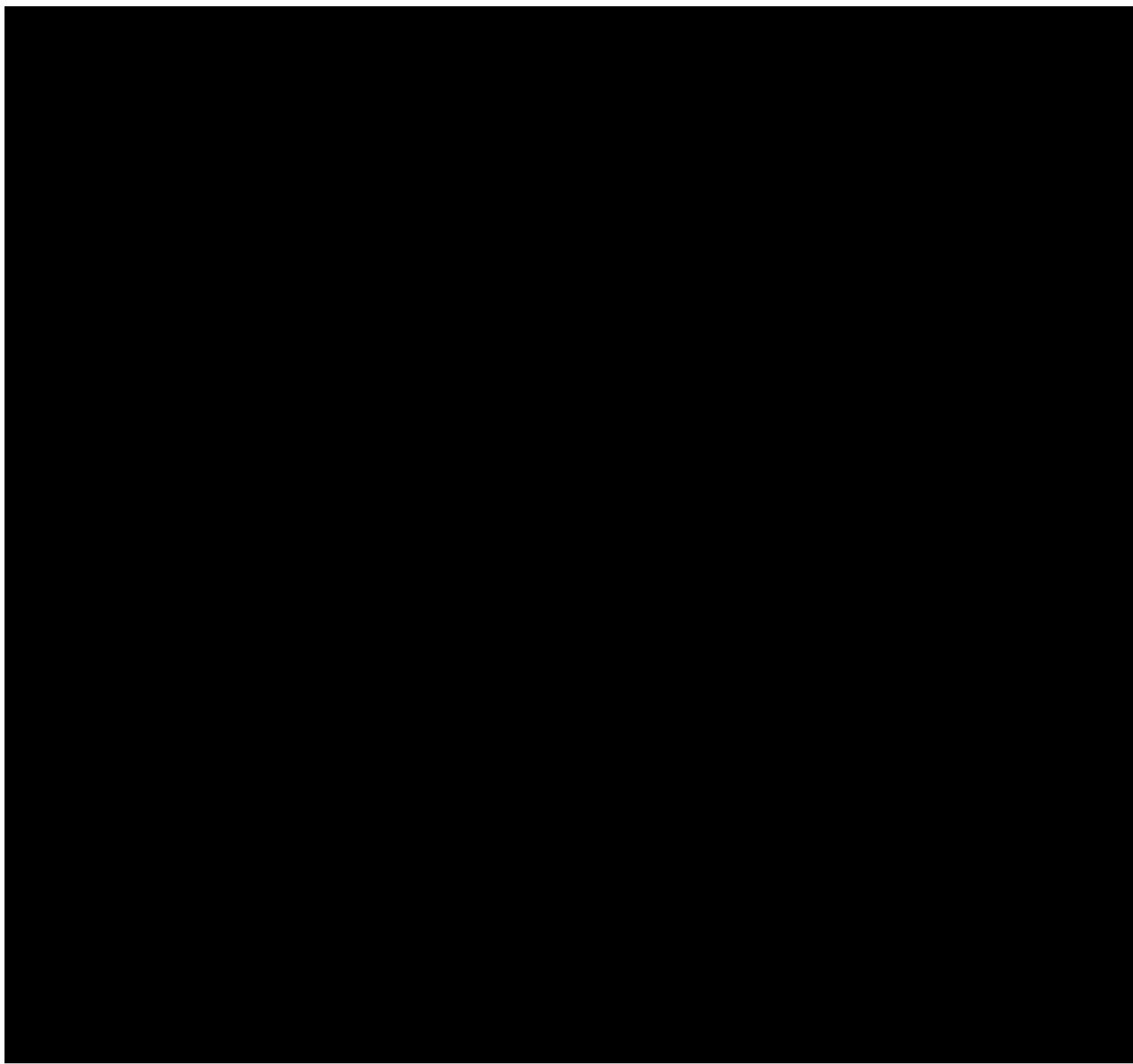
1. PROJECT MANAGEMENT (PRPRR-001)

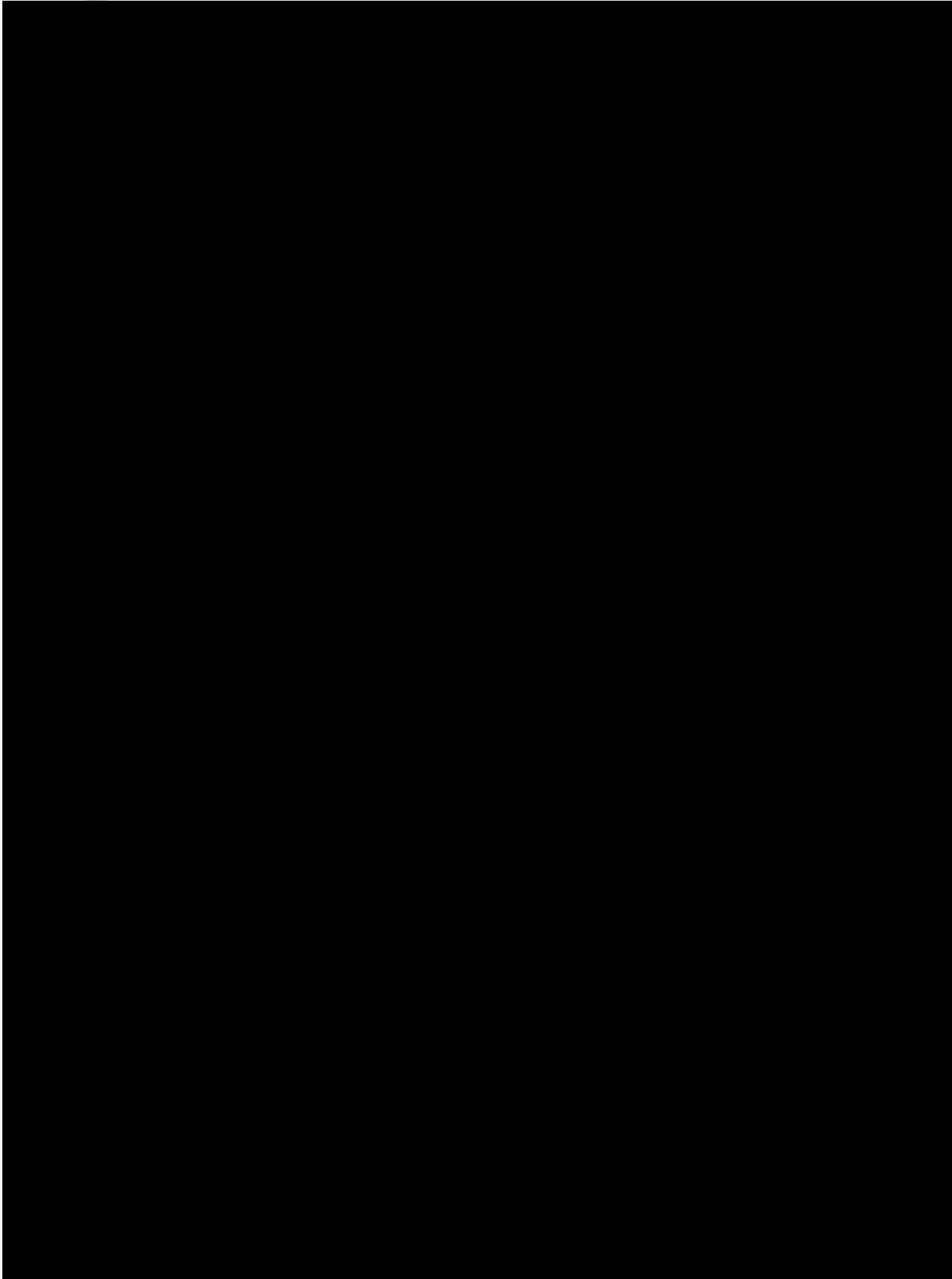
The HCM and Payroll Modernization project is one of the largest system related projects on the State of Indiana agenda and represents a significant investment for the State of Indiana. As with any complex, long term, transformational project, Indiana will require the Vendor to follow a structured delivery methodology that includes project initiation, project organization, budget and scope management, cost and schedule management, change control, quality assurance, stakeholder communication, issues management, risk management and status reporting (SDLC methodology). While Indiana does not intend to dictate a methodology, we do expect that the Vendor will specify a methodology and align to that methodology during the execution of the project.

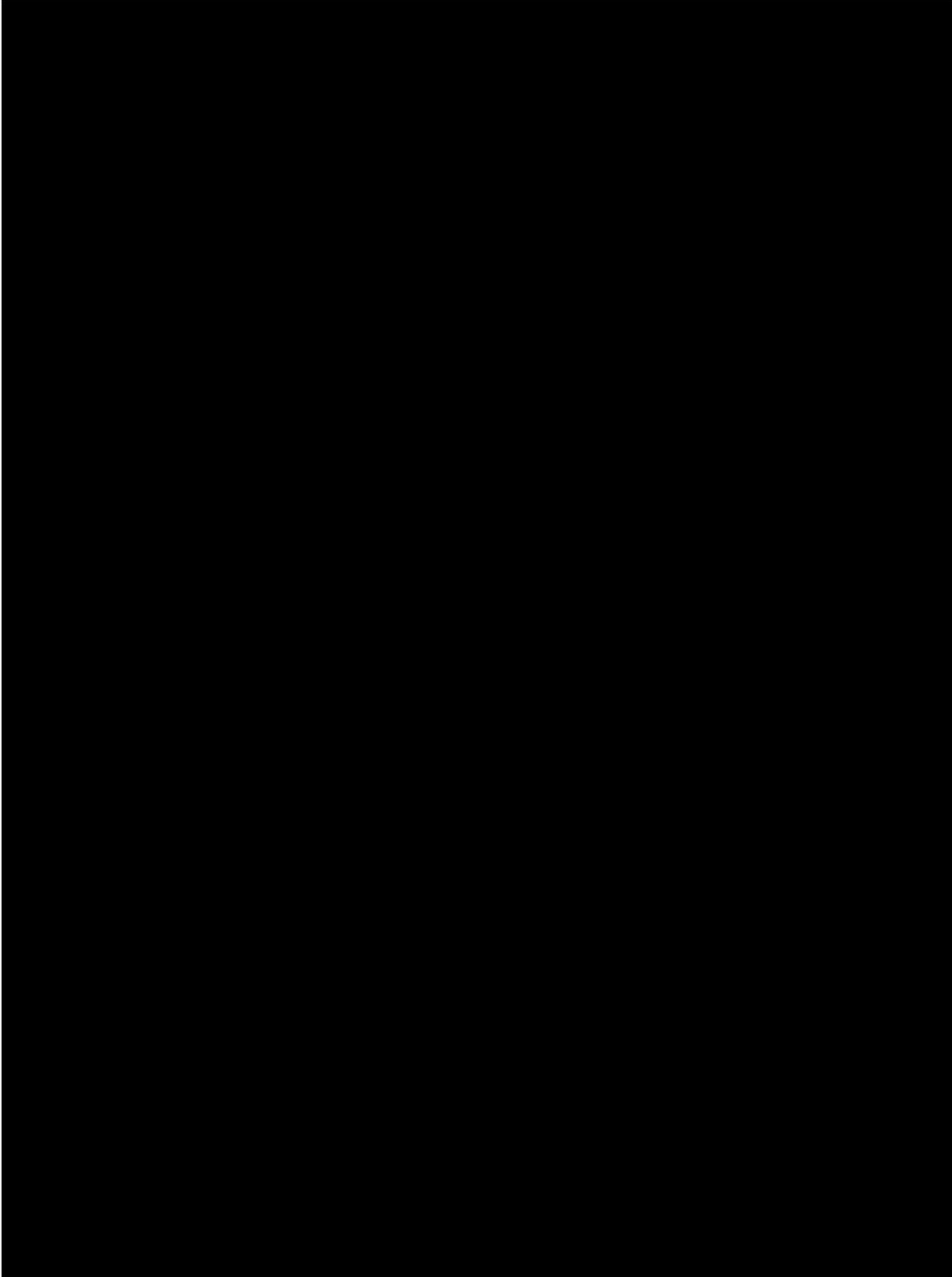
1.1 PROJECT MANAGEMENT METHODOLOGY APPROACH

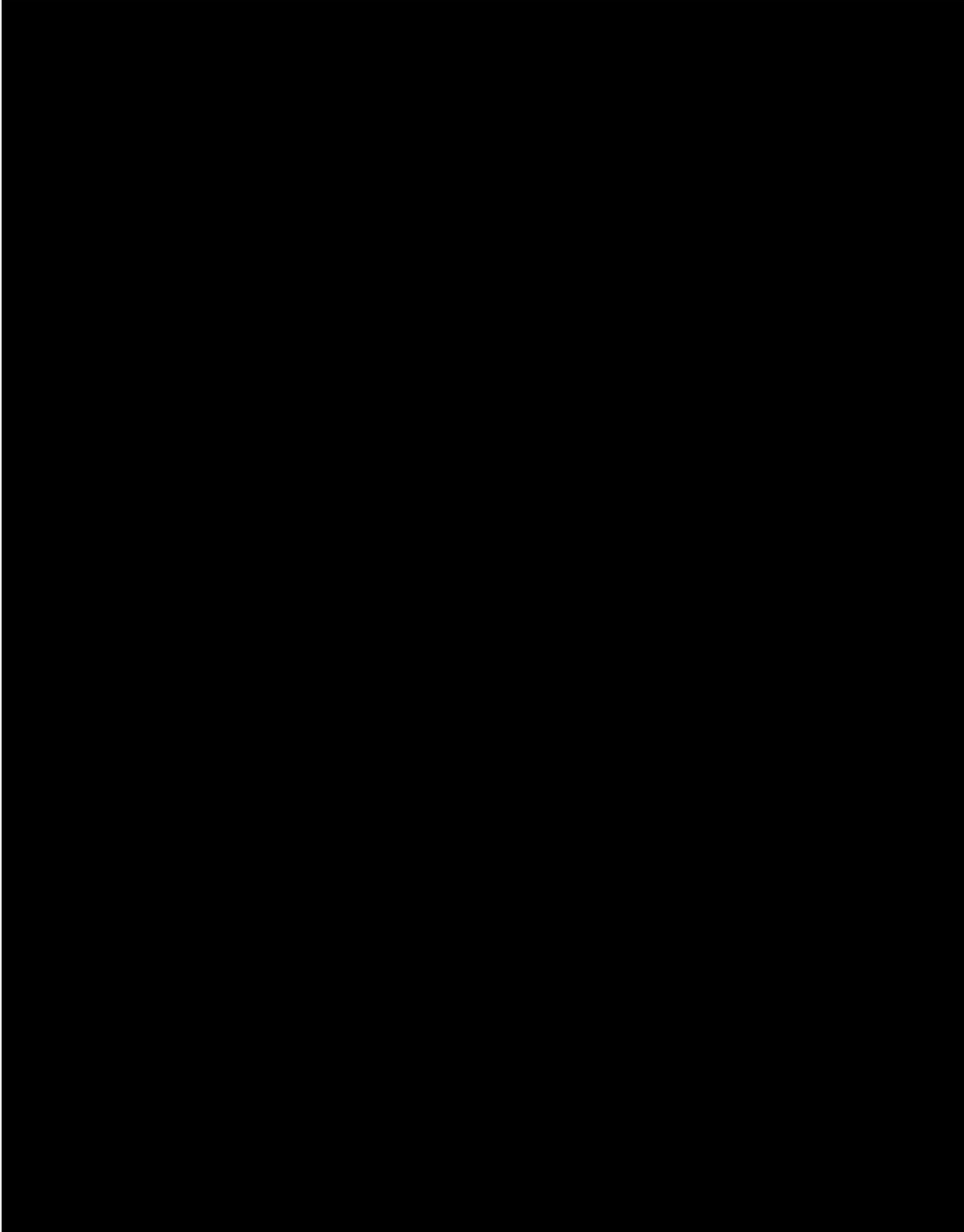
Please provide the following documents with your proposal:

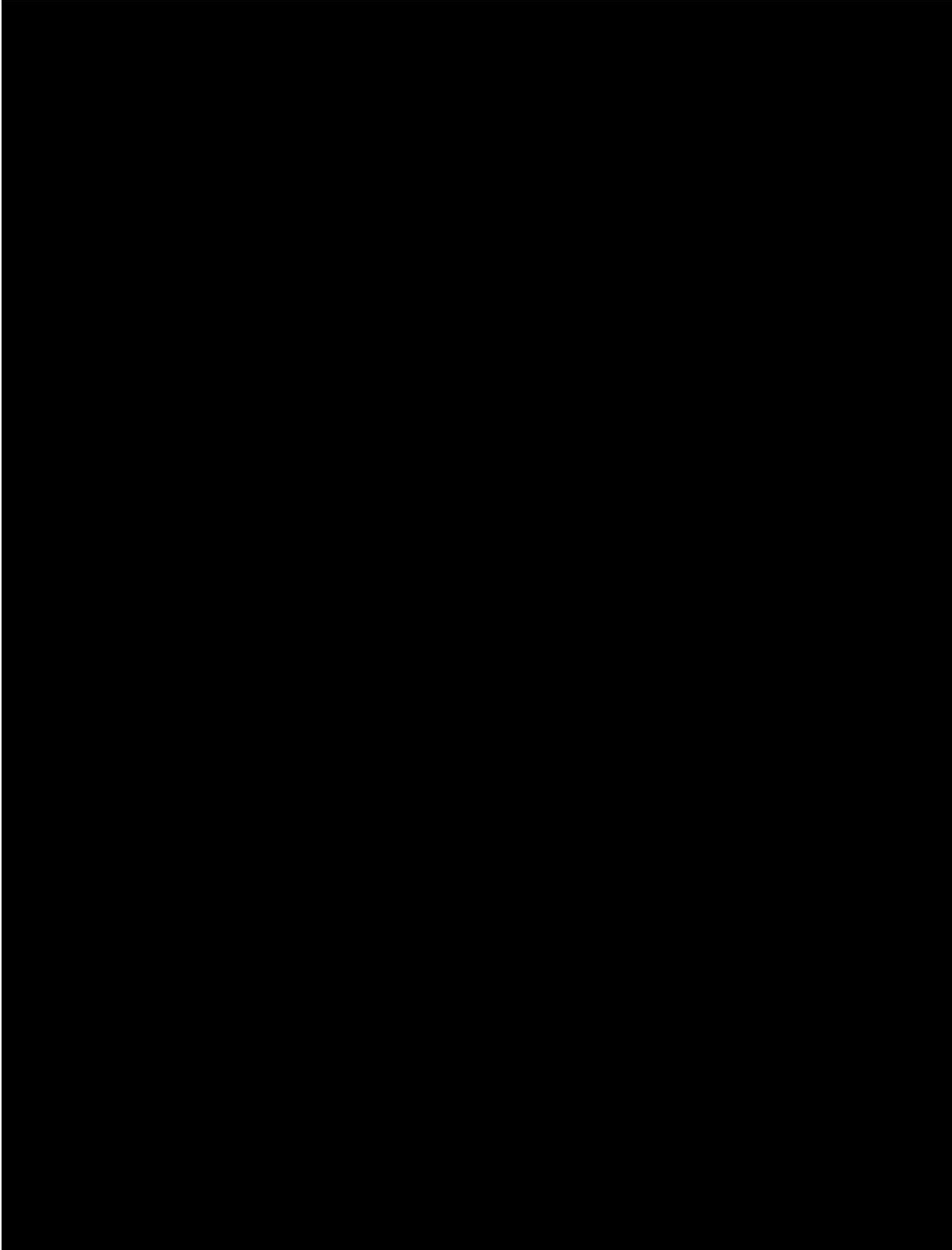
- 1) Overview of your approach to project management methodology, how your methodology incorporates the items listed above, and how your approach impacts the cost, risk, and timelines of the solution delivery.

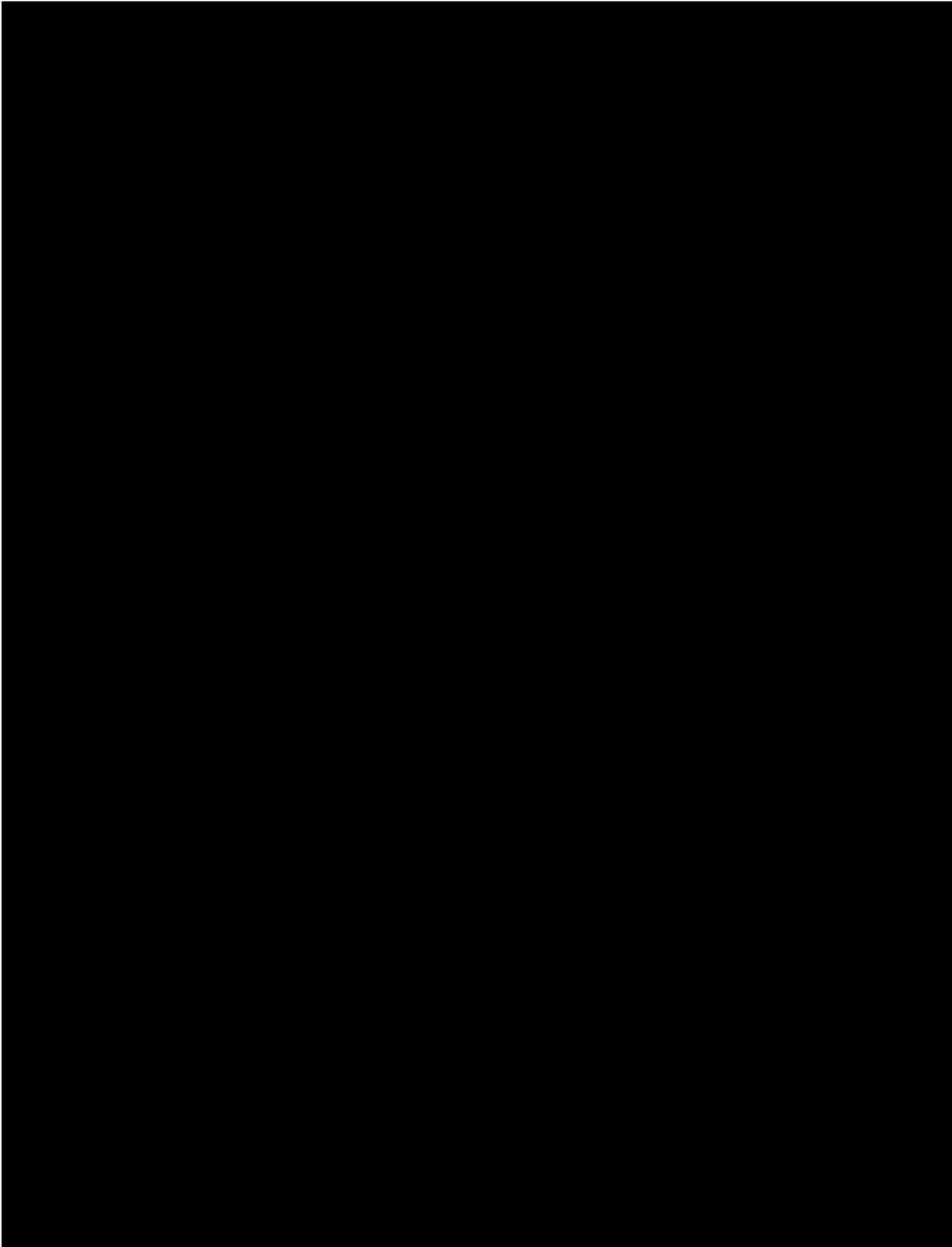


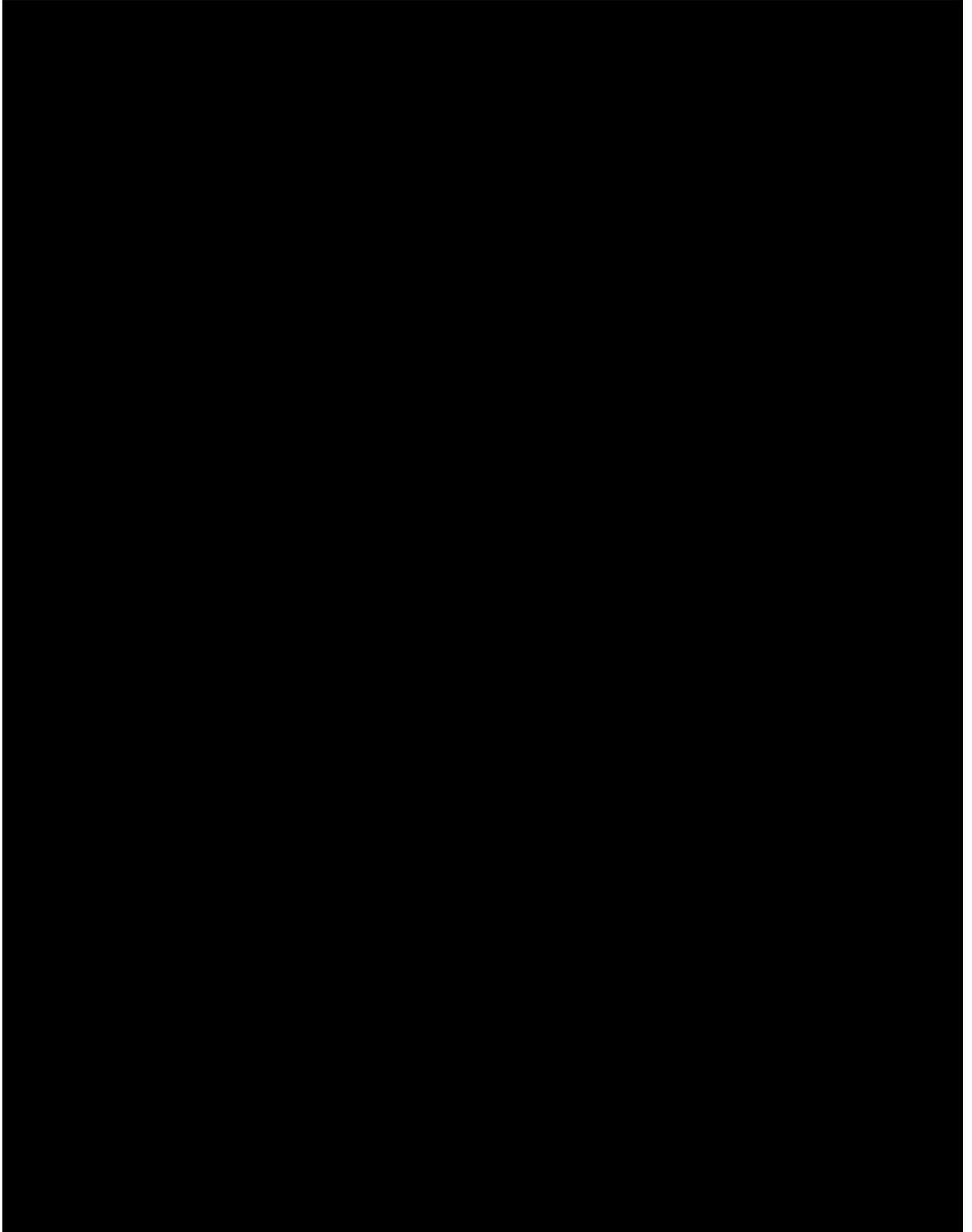


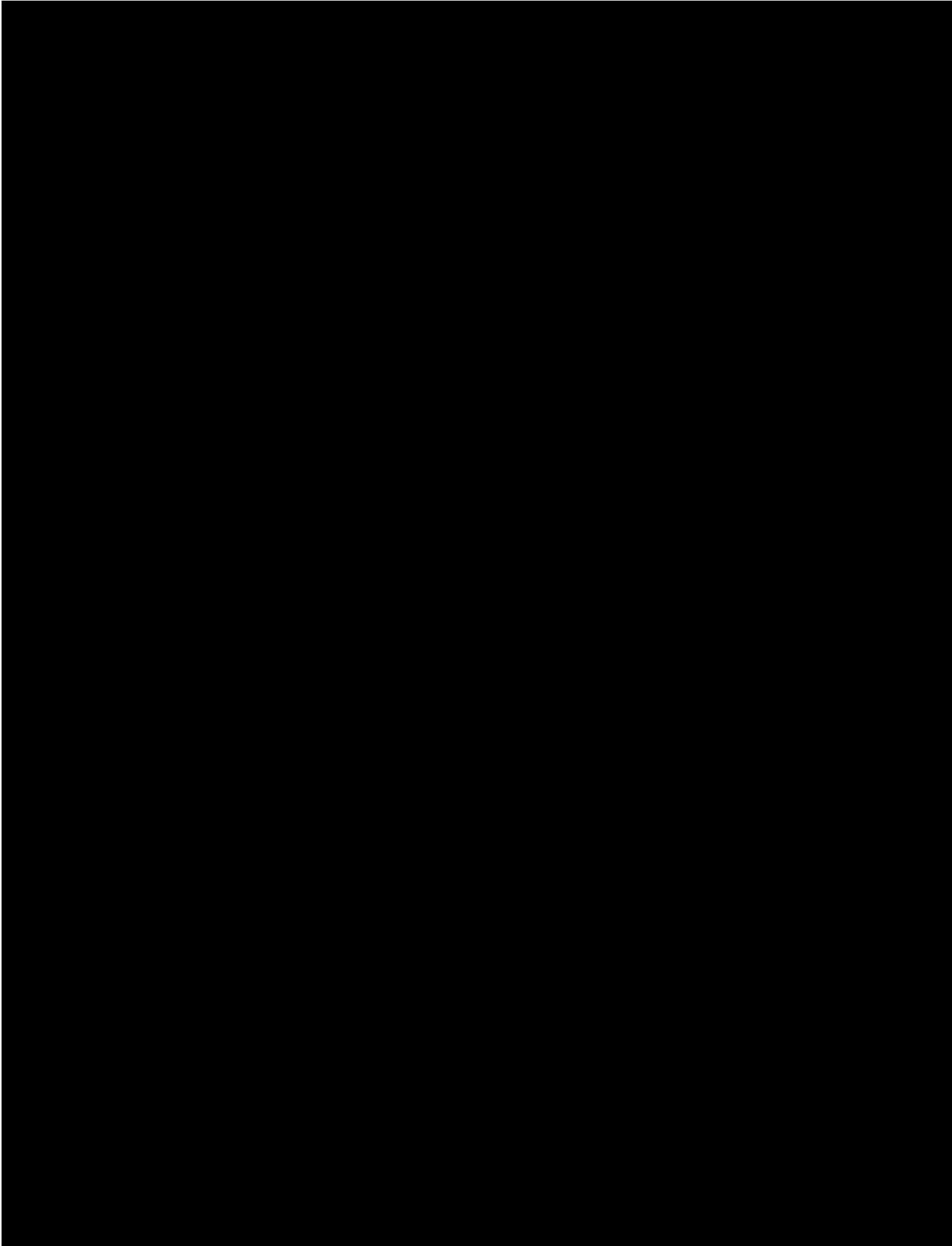


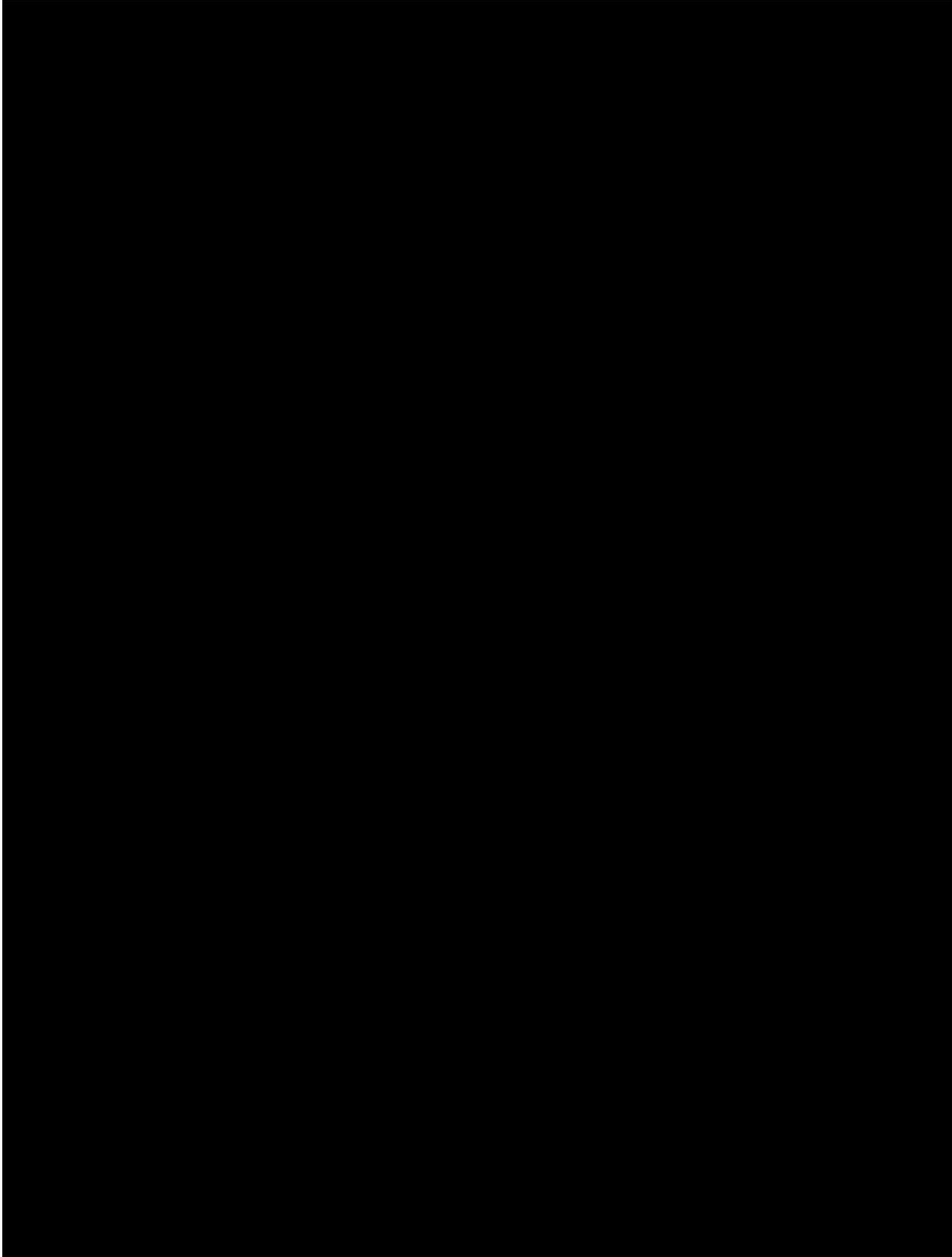


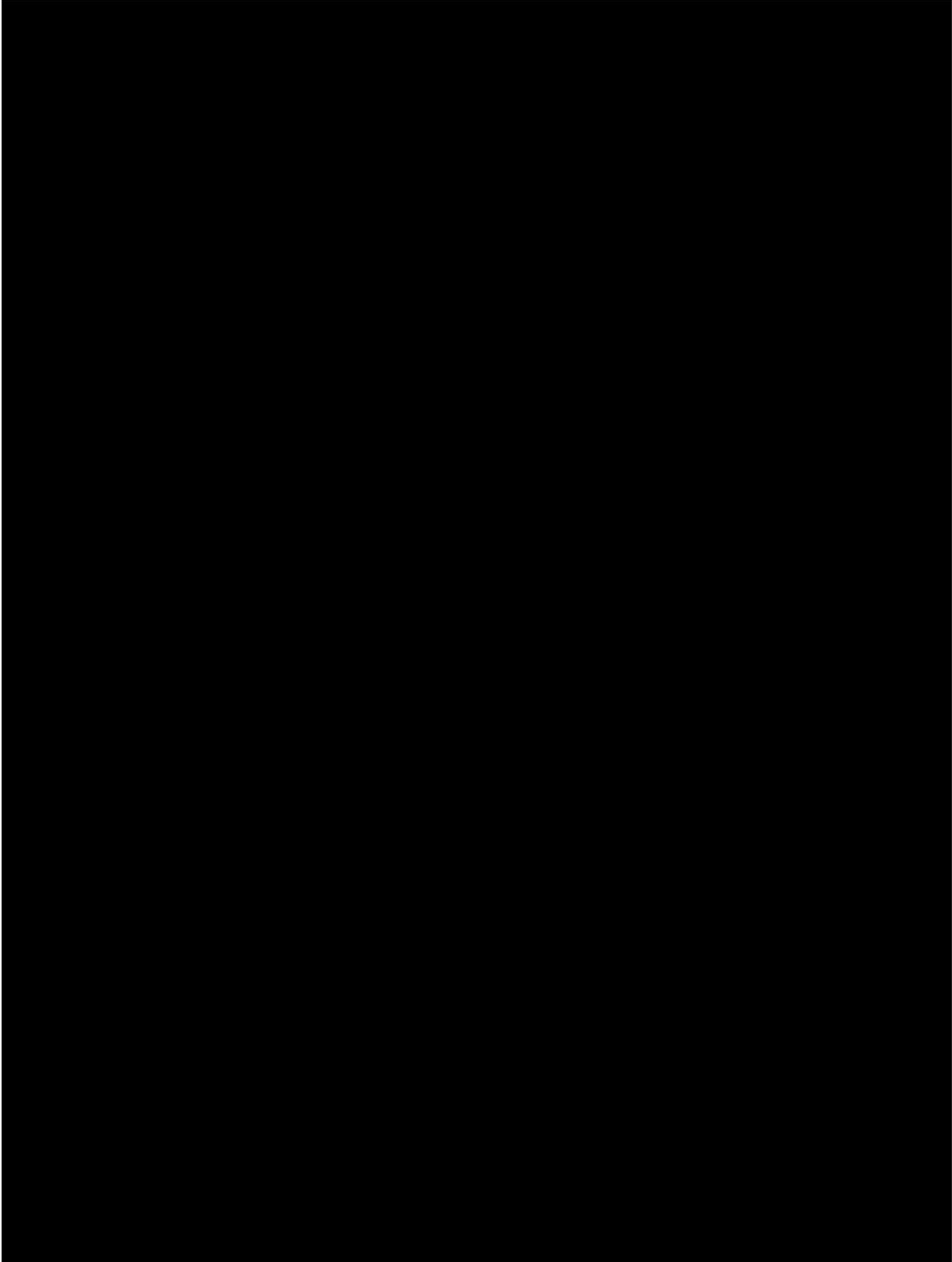


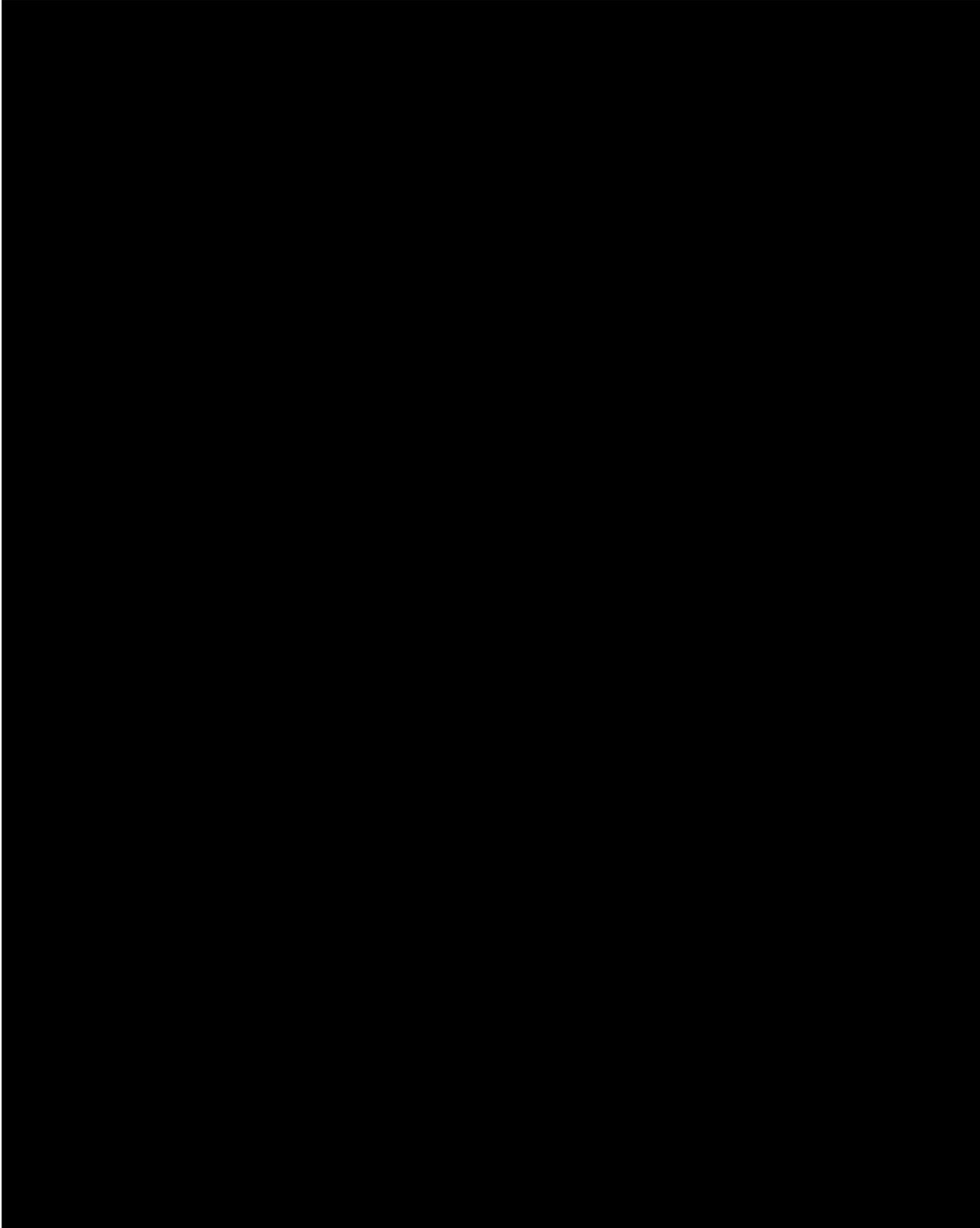


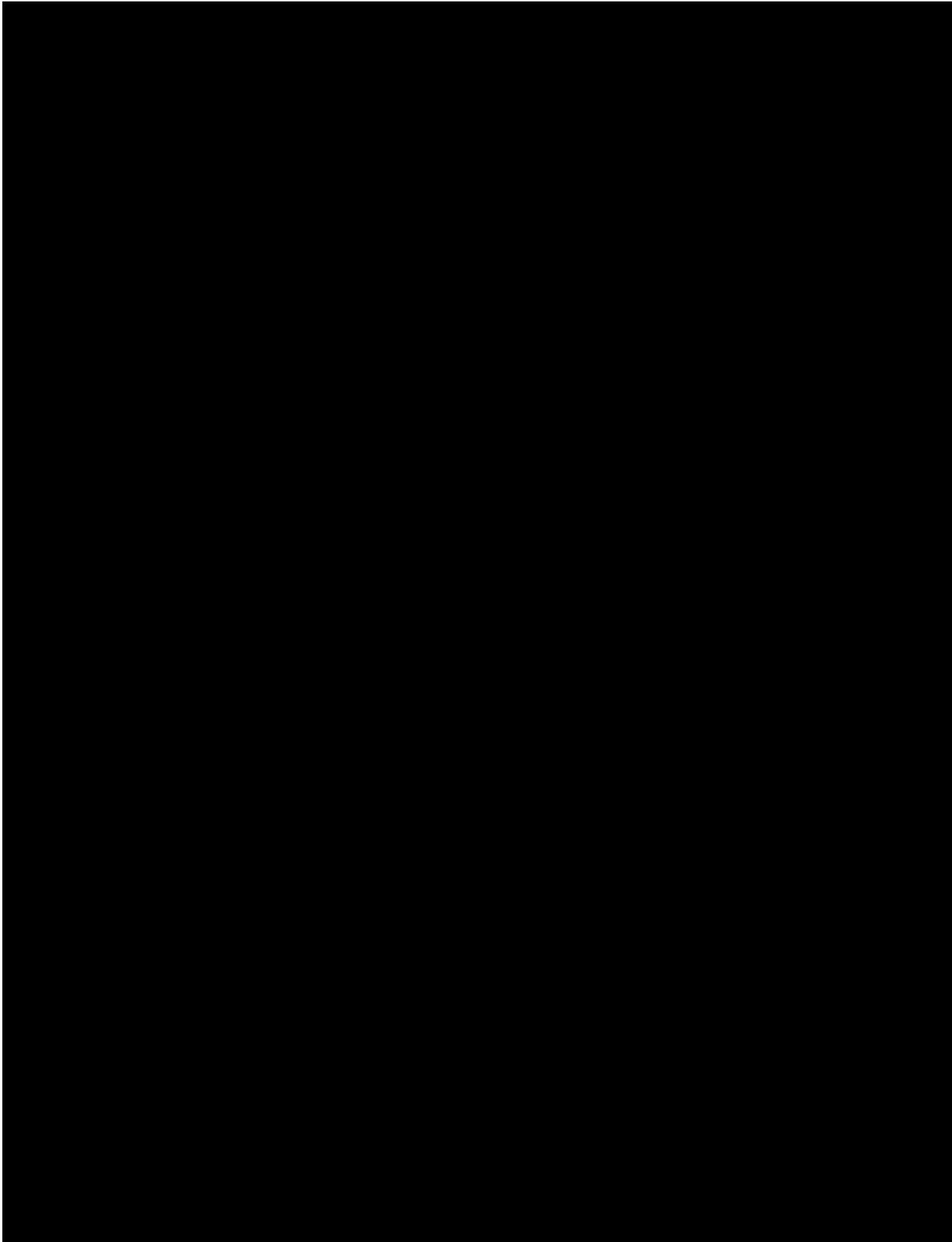


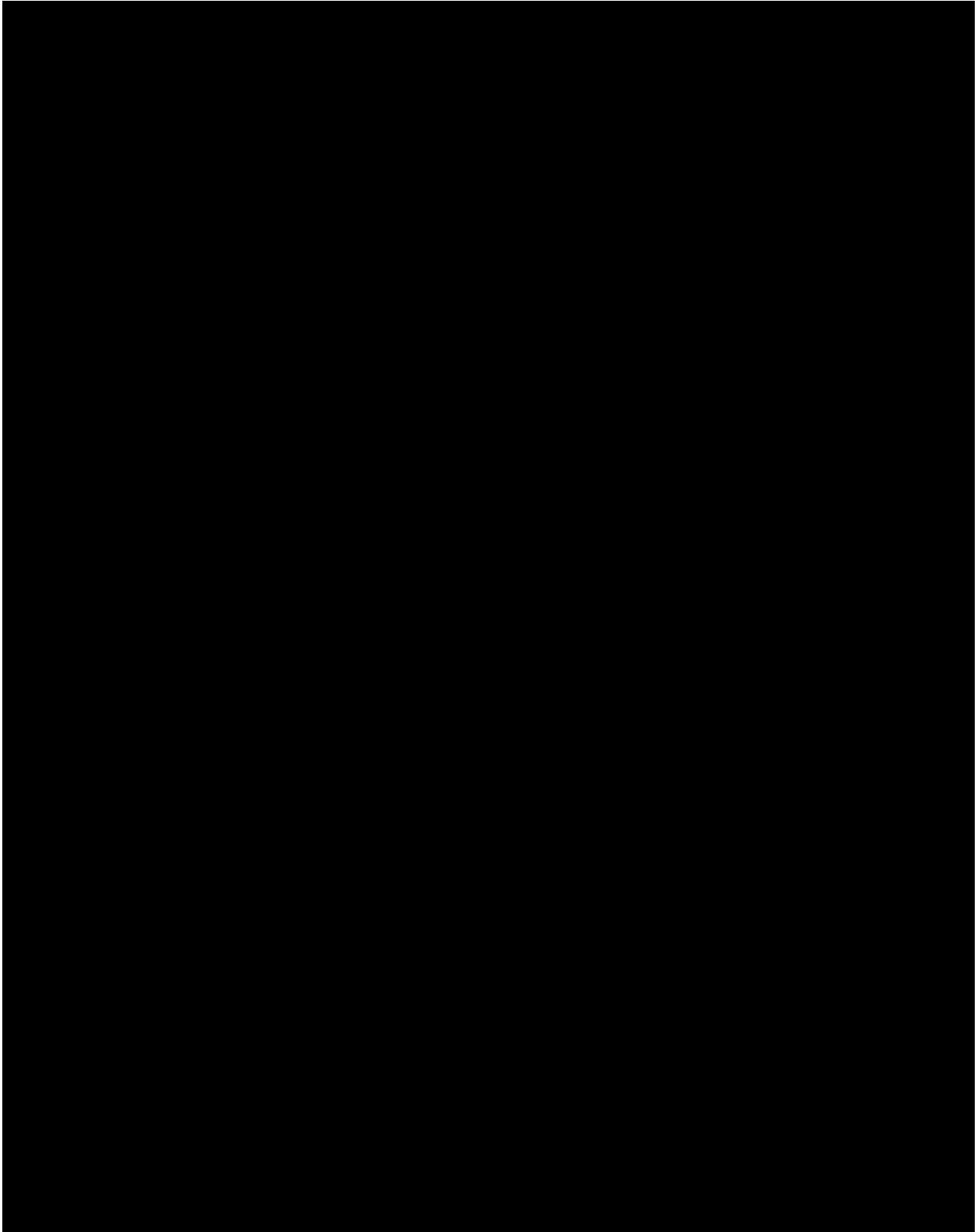


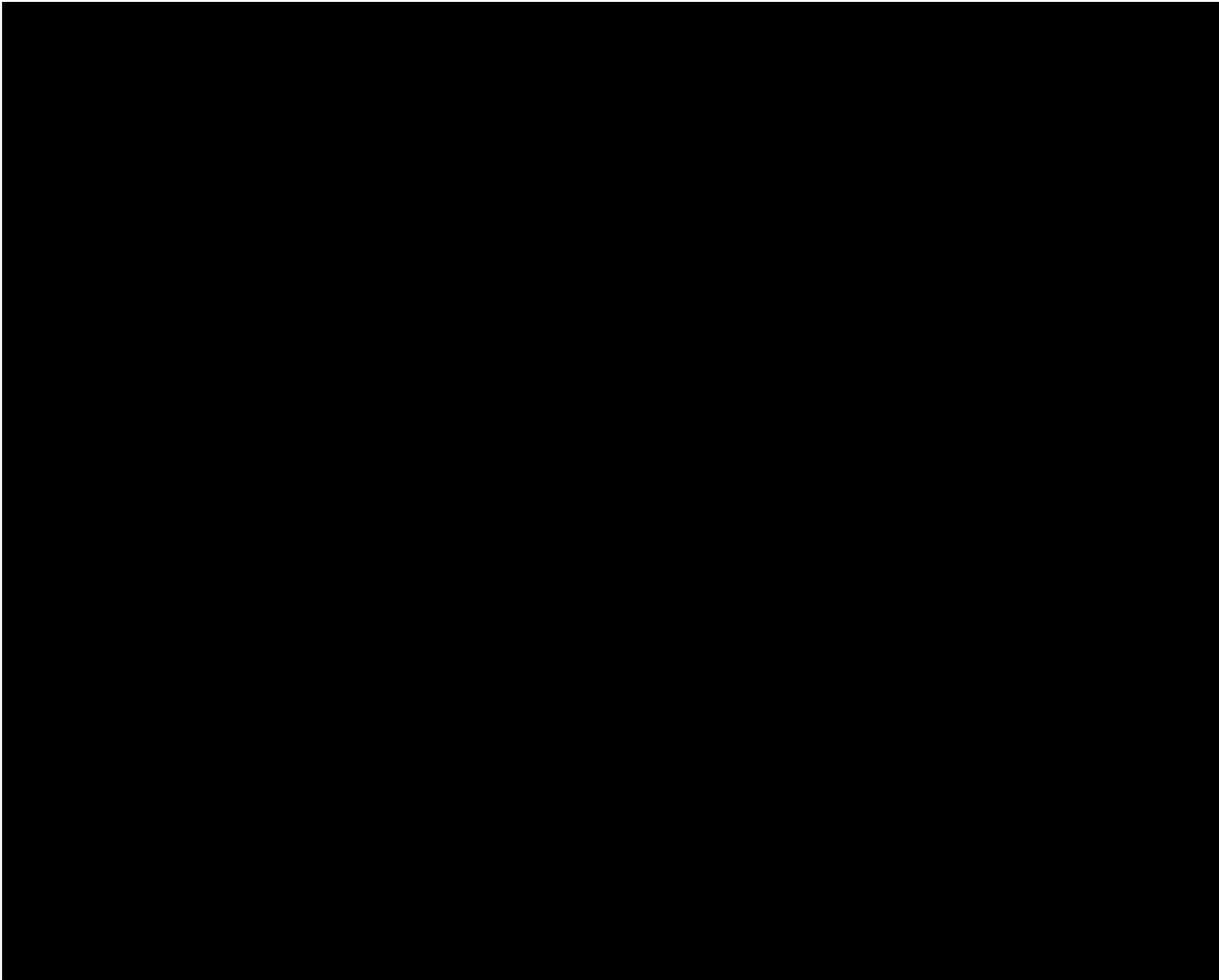






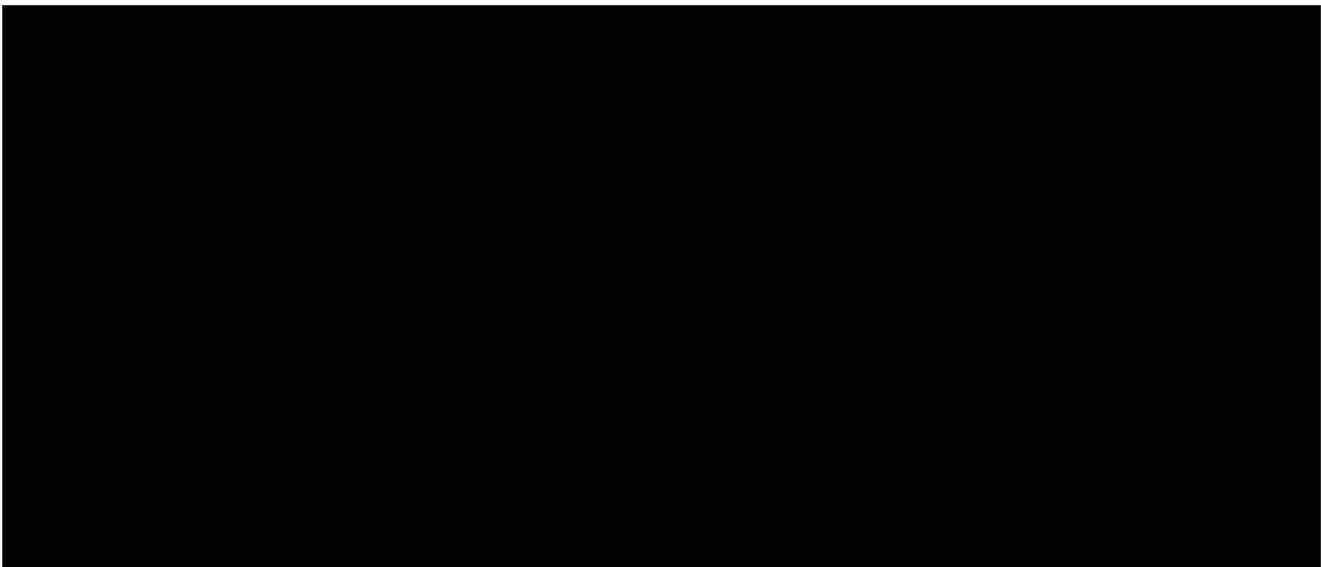






1.2 COST CONTROL STRATEGY

2) Vendor's strategy to control additional change related costs throughout implementation.

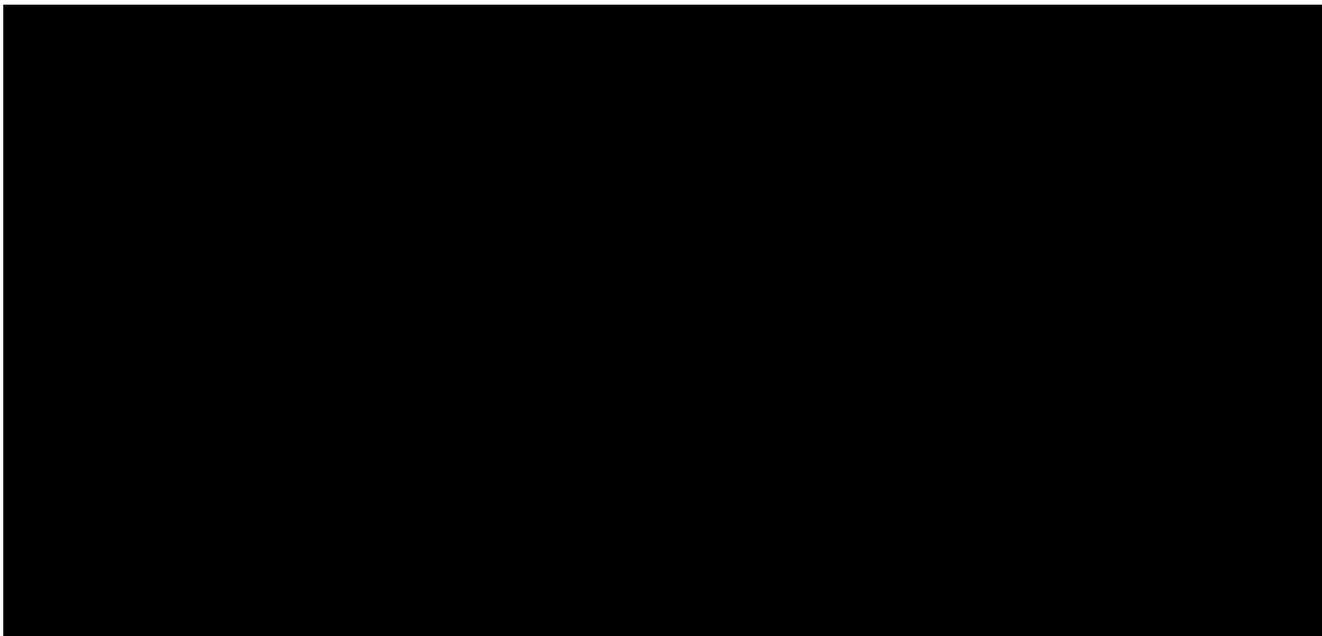




1.3 PROJECT MANAGEMENT SAMPLE DELIVERABLES

3) Samples from a project of similar size, scope and complexity of the following documents:

- Project Schedule
- Project Management Plan
- Status Report
- Risk Tracking Report
- Issue Tracking Report
- Action Items Tracking Report
- Roles and Responsibilities Matrix
- Escalation Process Documentation



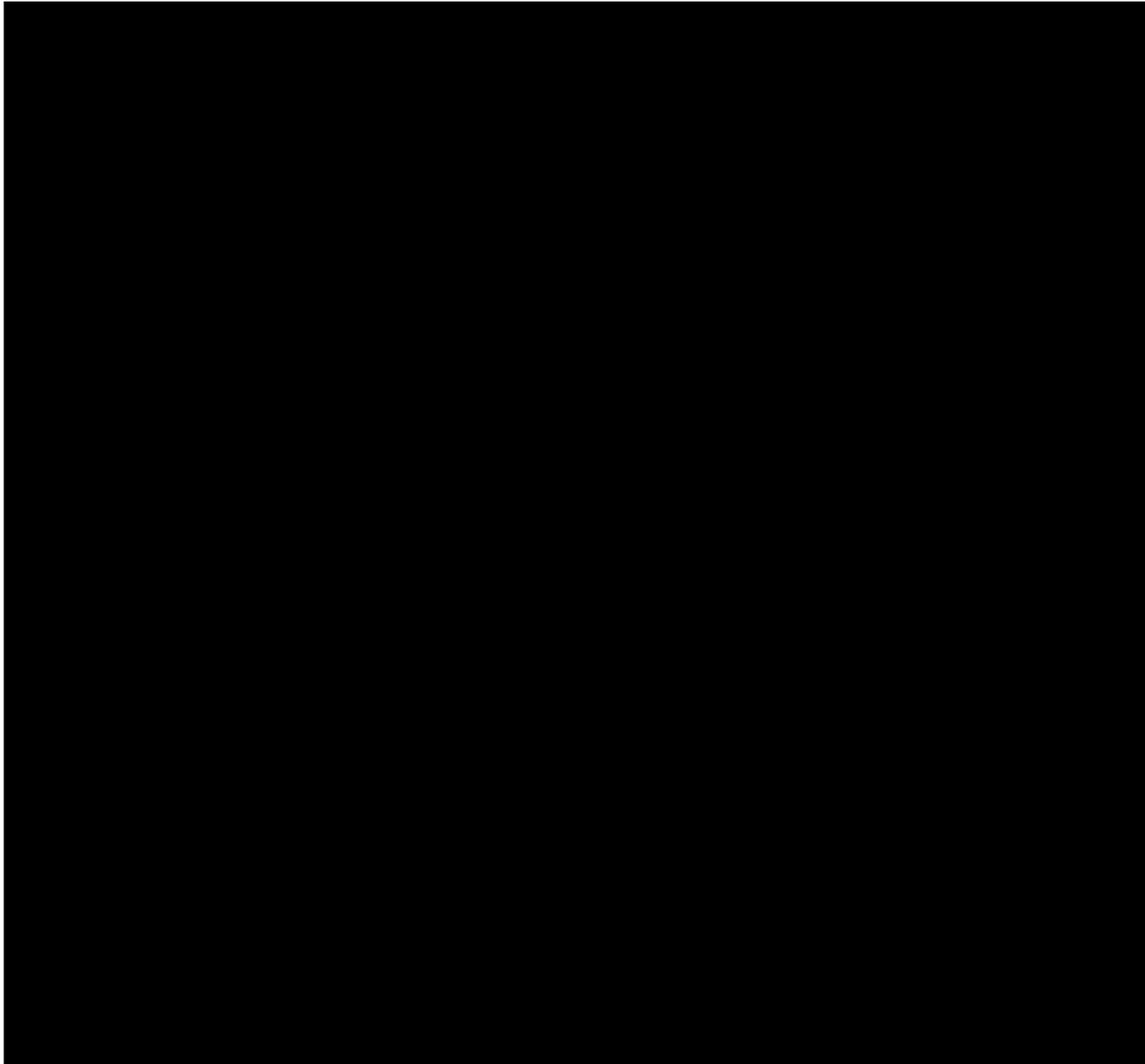
1.4 RESPONSE TO REQUIREMENTS

4) A response to each requirement with details on how the Vendor will deliver the requirement.



1.5 ADDITIONAL TASKS OR AREAS

5) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation.



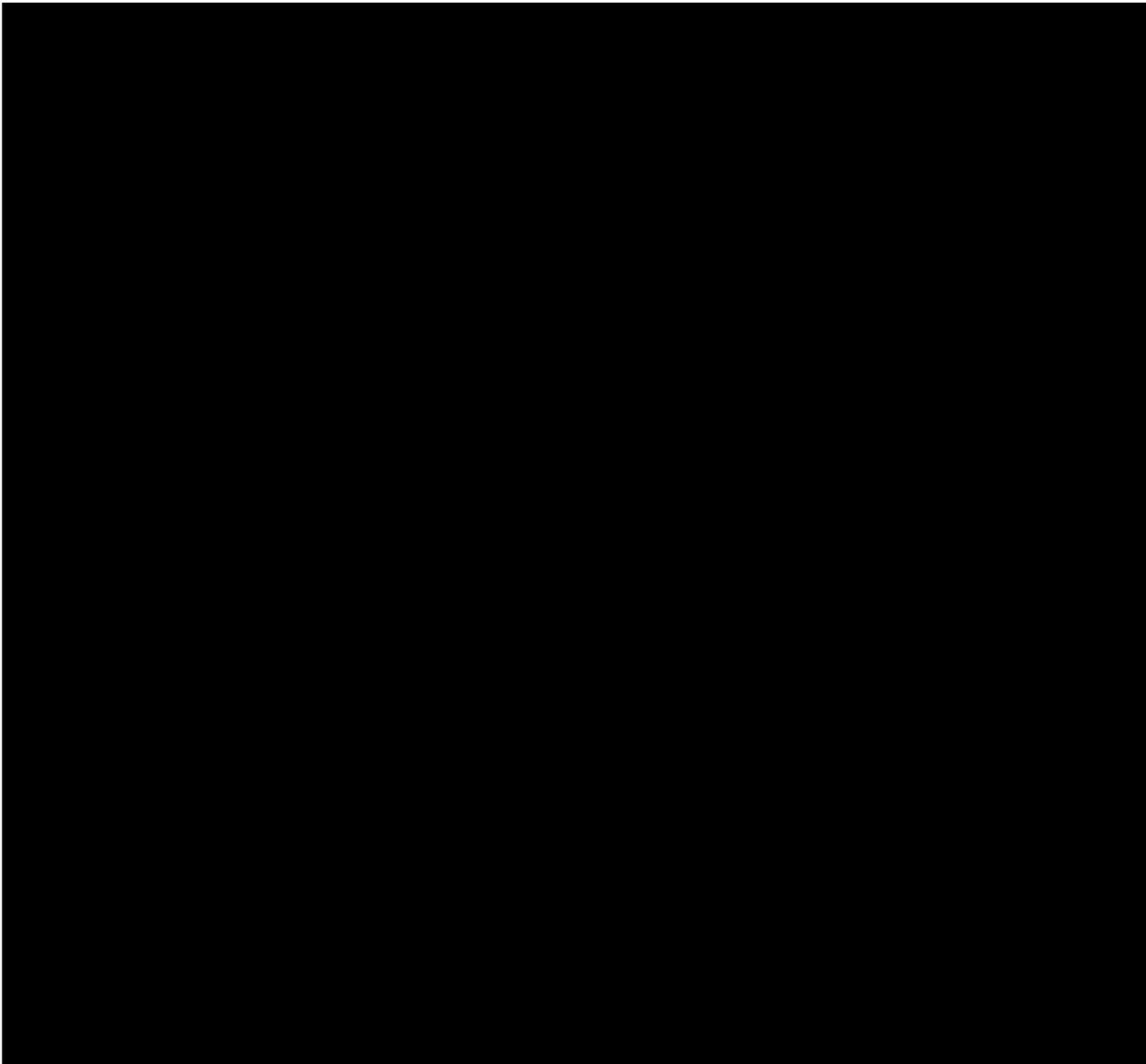
2. ORGANIZATIONAL CHANGE MANAGEMENT (PRPRR-002)

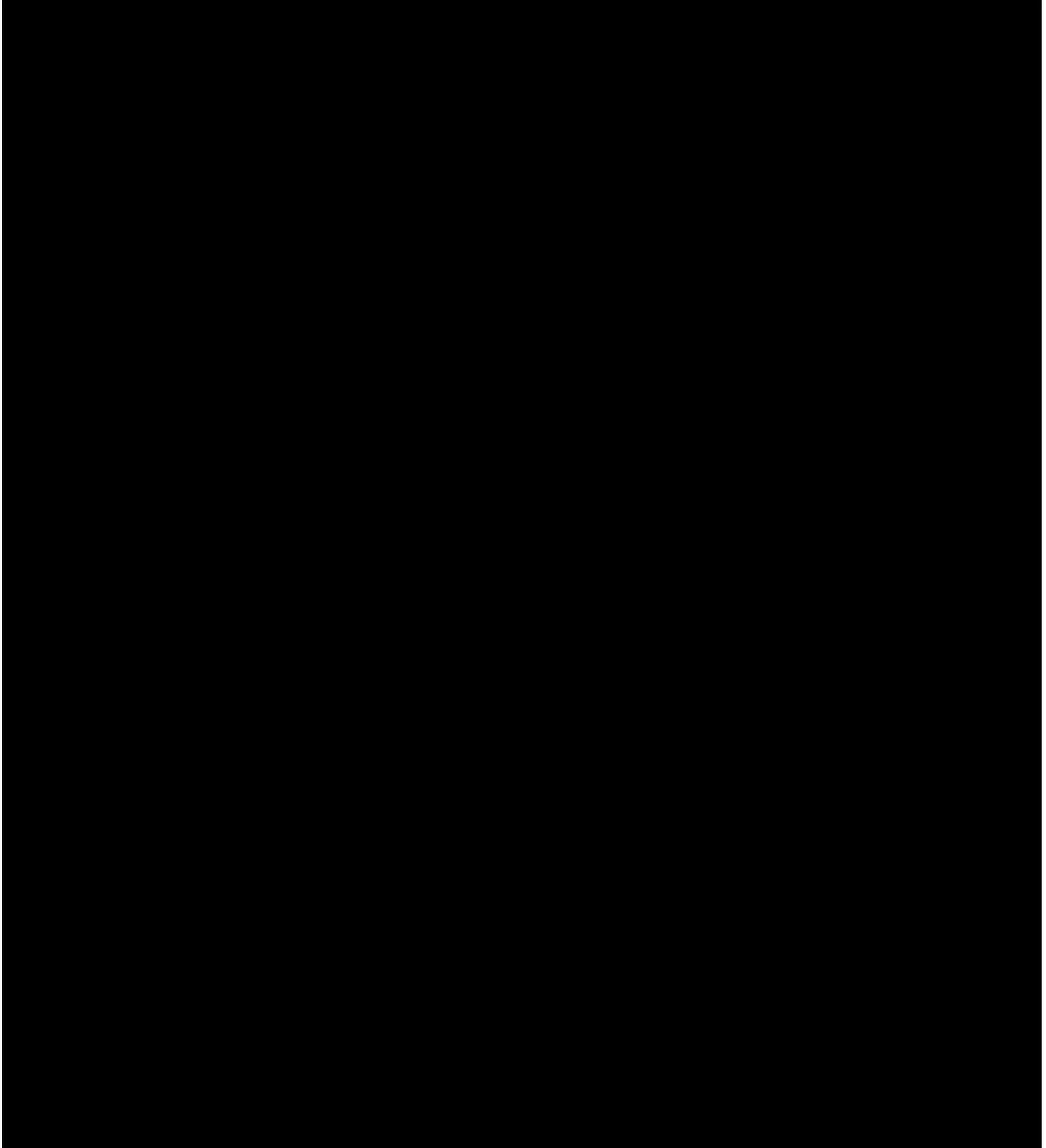
The primary cause of failure for large transformation projects can be traced to a lack of active change management. Change management includes communication and messaging, change assessment, organization or operational redesign, skillset analysis, and organizational go-live support. Is change management delivered through the Vendor organization or do you typically leverage partners or sub-Vendors?

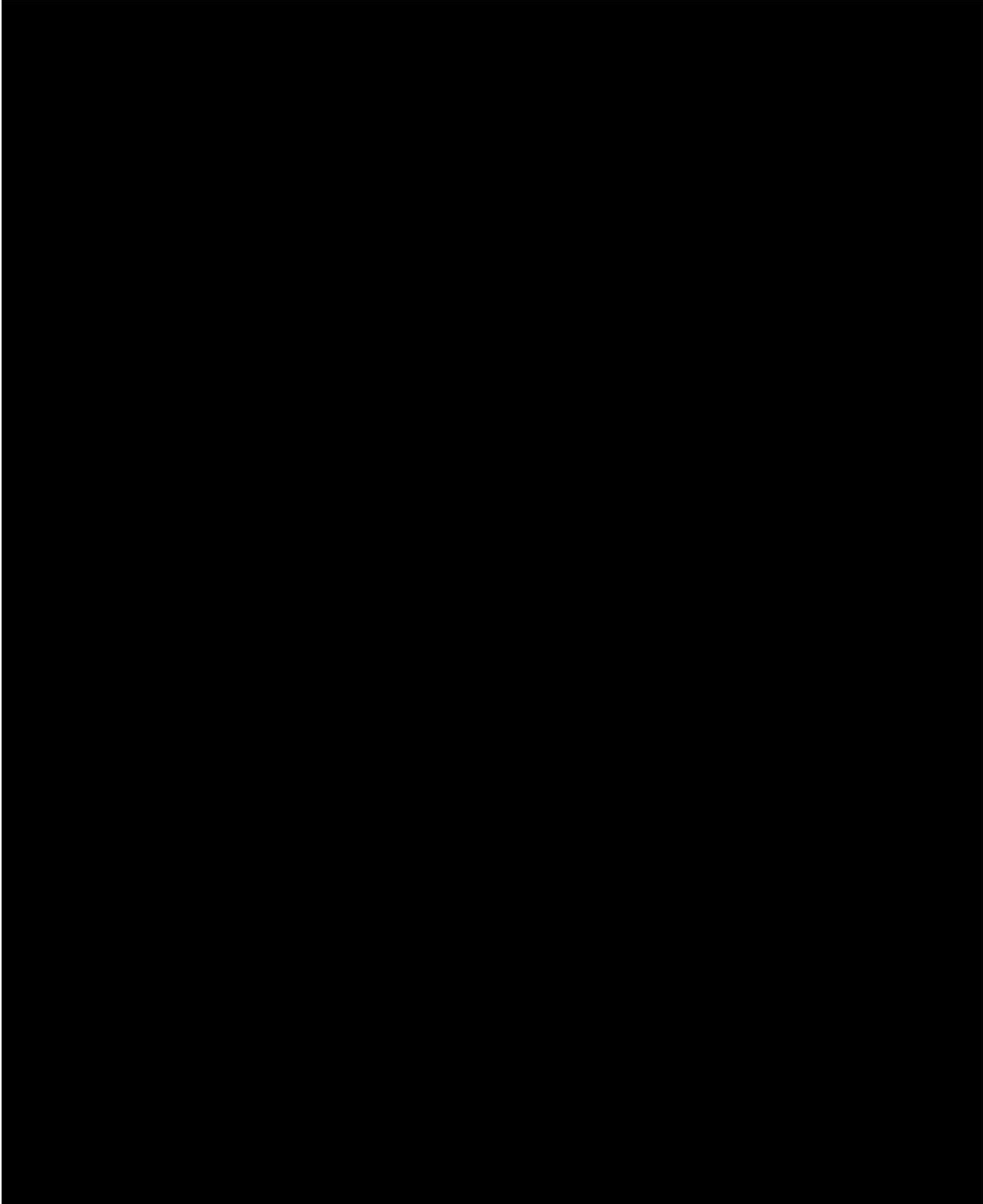
2.1 CHANGE MANAGEMENT APPROACH

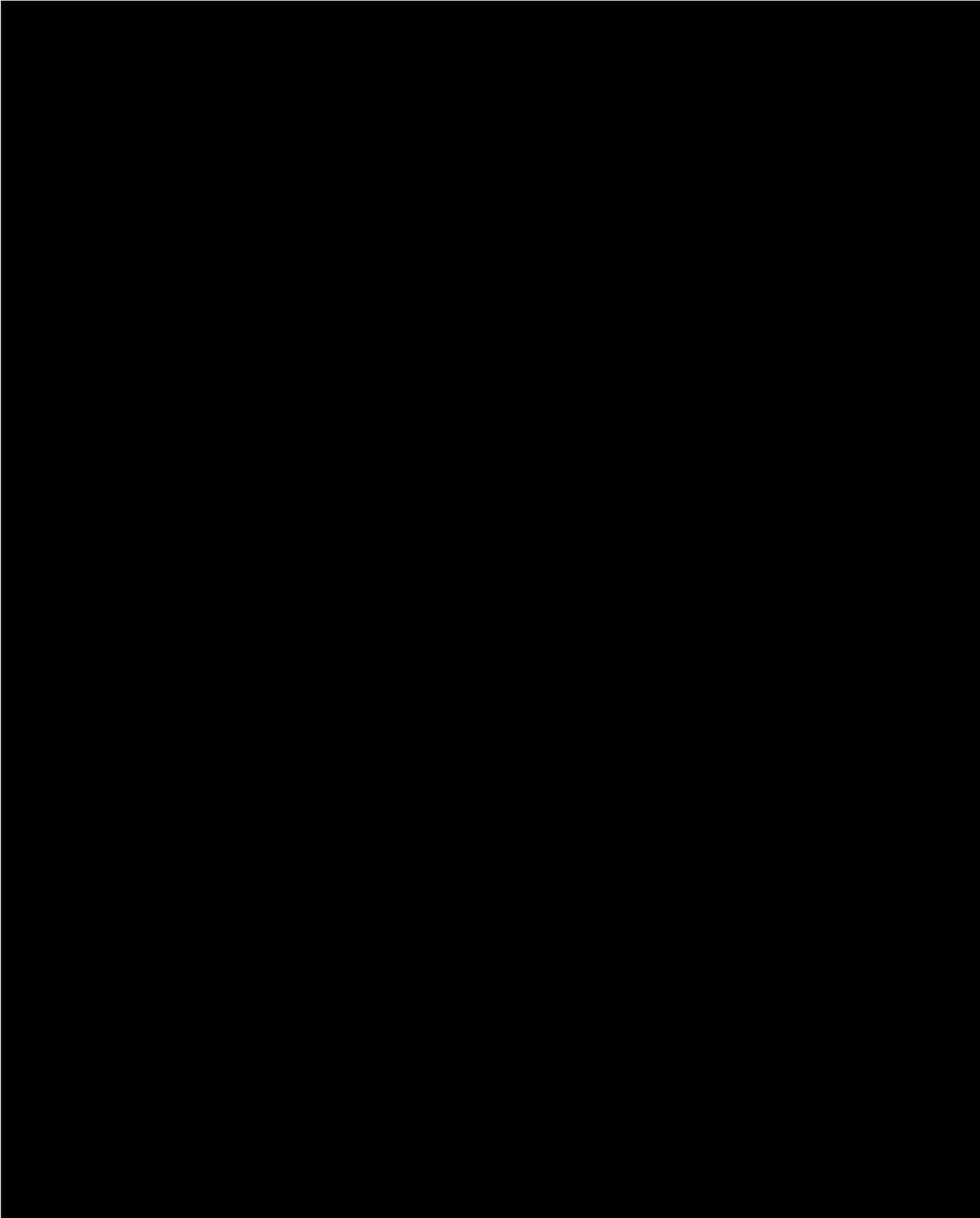
Please provide examples of how you partnered with previous clients for organizational change management activities including, but not limited to:

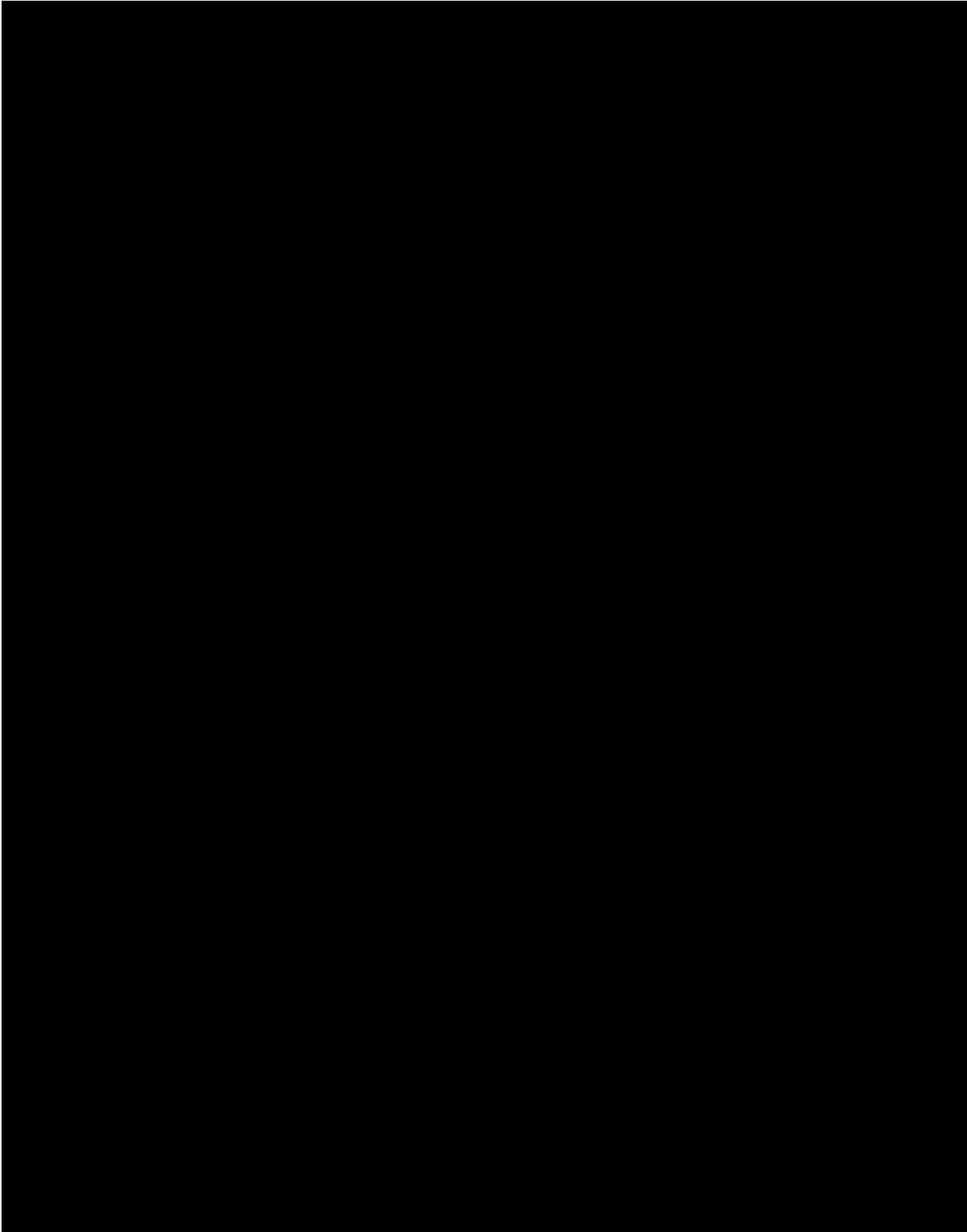
- 1) Overview of your change management approach.

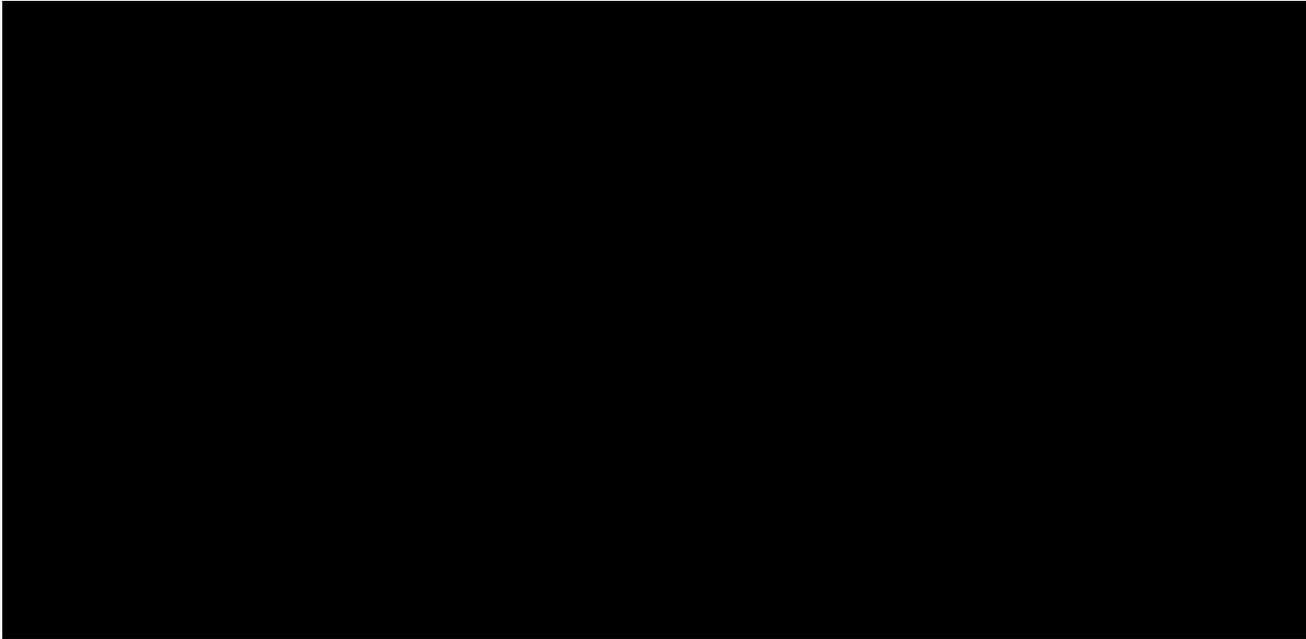






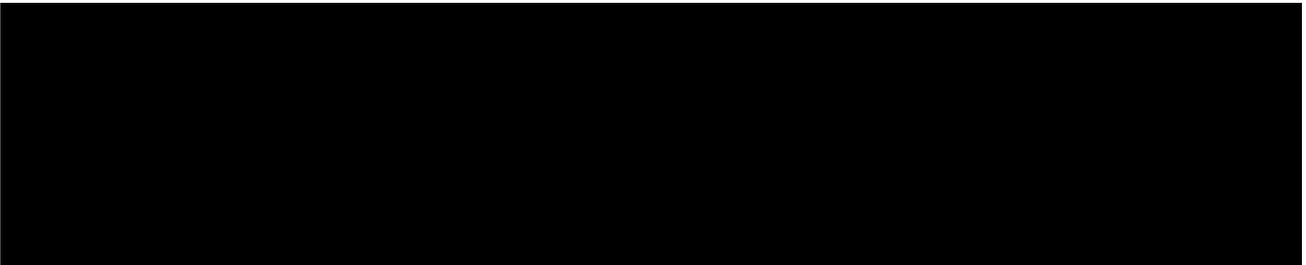






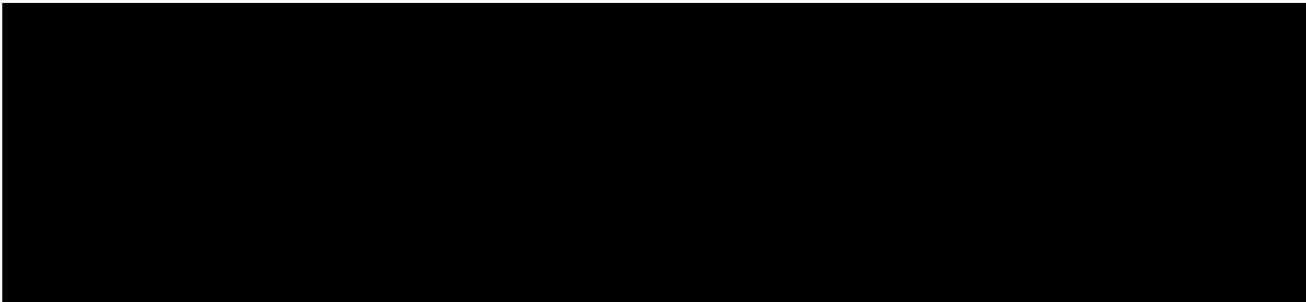
2.2 DRAFT CHANGE MANAGEMENT PLAN

- 2) Draft Change Management Plan for this project that at a minimum contains:
- Behaviors and Change Readiness Approach
 - Stakeholder Engagement Plan including detailed activities and frequency
 - Business process reengineering approach
 - Transition management plan



2.3 DRAFT COMMUNICATION PLAN

- 3) Draft Communication Plan that at a minimum contains:
- Audience analysis
 - Communication method/channel inventory
 - Message and Timing Analysis
 - Communication strategy



2.4 DRAFT STAKEHOLDER ANALYSIS PLAN

4) Draft Stakeholder Analysis Plan that at a minimum contains:

- Categorization of relevant stakeholders by their support for a change (e.g., "Supporters", "Blockers", etc.) And identifies the change's impact on each group
- Capture of data on communication with key stakeholders including frequency, preferred channel, and current challenges

2.5 RESPONSE TO REQUIREMENTS

5) A response to each requirement with details on how the Vendor will deliver the requirement.

2.6 ADDITIONAL TASKS OR AREAS

6) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation.

3. TRAINING (PRPRR-003)

NOTICE: The State is requesting complete training services for this project including the tools, techniques and resources to provide complete training to all appropriate State organizations and individuals. Depending on the quality of training service proposals, training services may be separated from the project scope prior to BAFO requests. Please ensure all aspects of your training services proposal, including tasks, resources and costs, are easily identified and can be removed from your proposal.

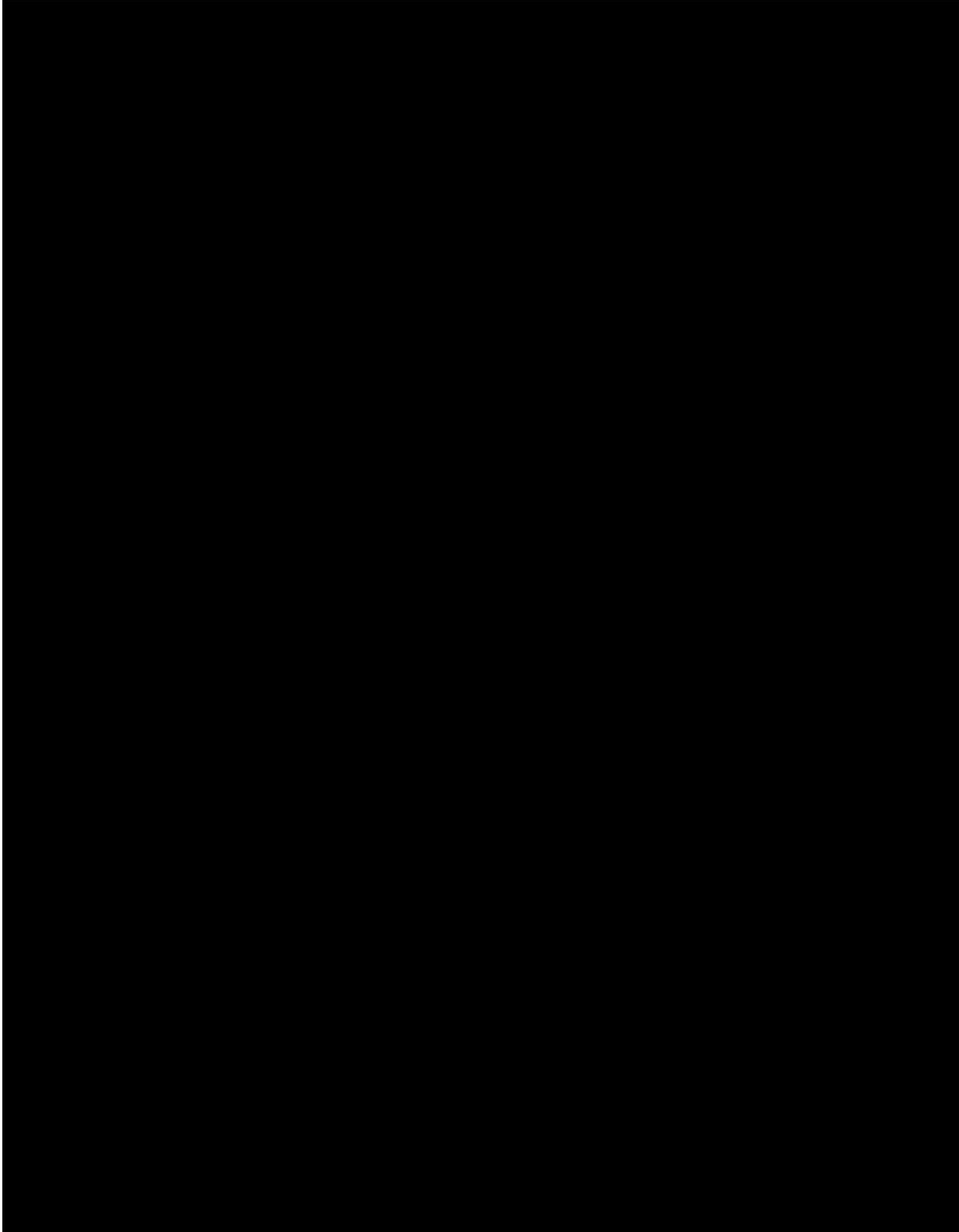
Training refers to the broader needs around preparing the organization to fully leverage the new capabilities of the HCM and Payroll System. This includes performing skills assessment, identifying gaps, and developing targeted training. The actual execution of training may include presentations and demonstrations, hands on simulations, virtual training, and/or instructor led training (either Vendor delivered or "train the trainer").

Please describe your approach to confirming that the State of Indiana (SOI) organization is properly trained to leverage the capabilities of the HCM and Payroll HCM and Payroll System including specific tools or techniques.

3.1 TRAINING APPROACH

Please provide the following documents with your proposal:

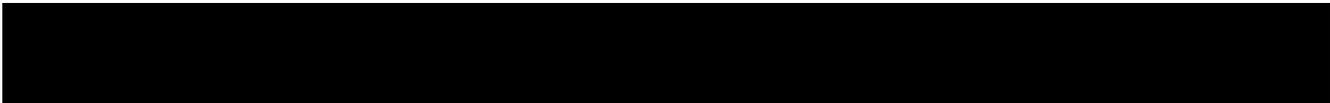
- 1) Overview of vendor's training approach for internal SOI end-users, any external users of the HCM and payroll system, and SOI technical staff.





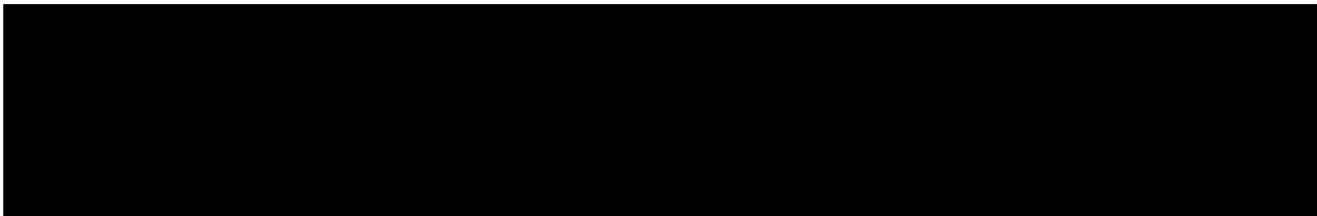
3.2 SAMPLE TRAINING PLAN

- 2) A sample training plan covering end-user (internal and external) training requirements including the following:
- Training methods for both internal SOI end-users as well as external stakeholders
 - Sample curriculum and length of trainings
 - Scope of training
 - Training delivery (i.e. Trainer identification, logistics, training administration, and schedules)
 - Training materials
 - Assessment methodology and plan for re-training of SOI identified users who do not show the proficiency to perform their job in the new HCM and payroll system solution



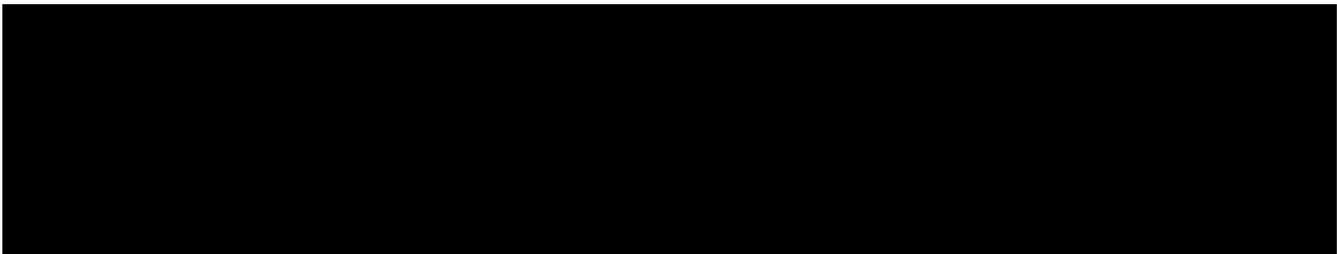
3.3 SAMPLE TECHNICAL TRAINING PLAN

- 3) Provide a sample of the vendor's technical training plan that at a minimum contains:
- Training methods
 - List of required skills and proficiency level by technical position
 - Sample technical staff skills assessment
 - Proposed training courses by role



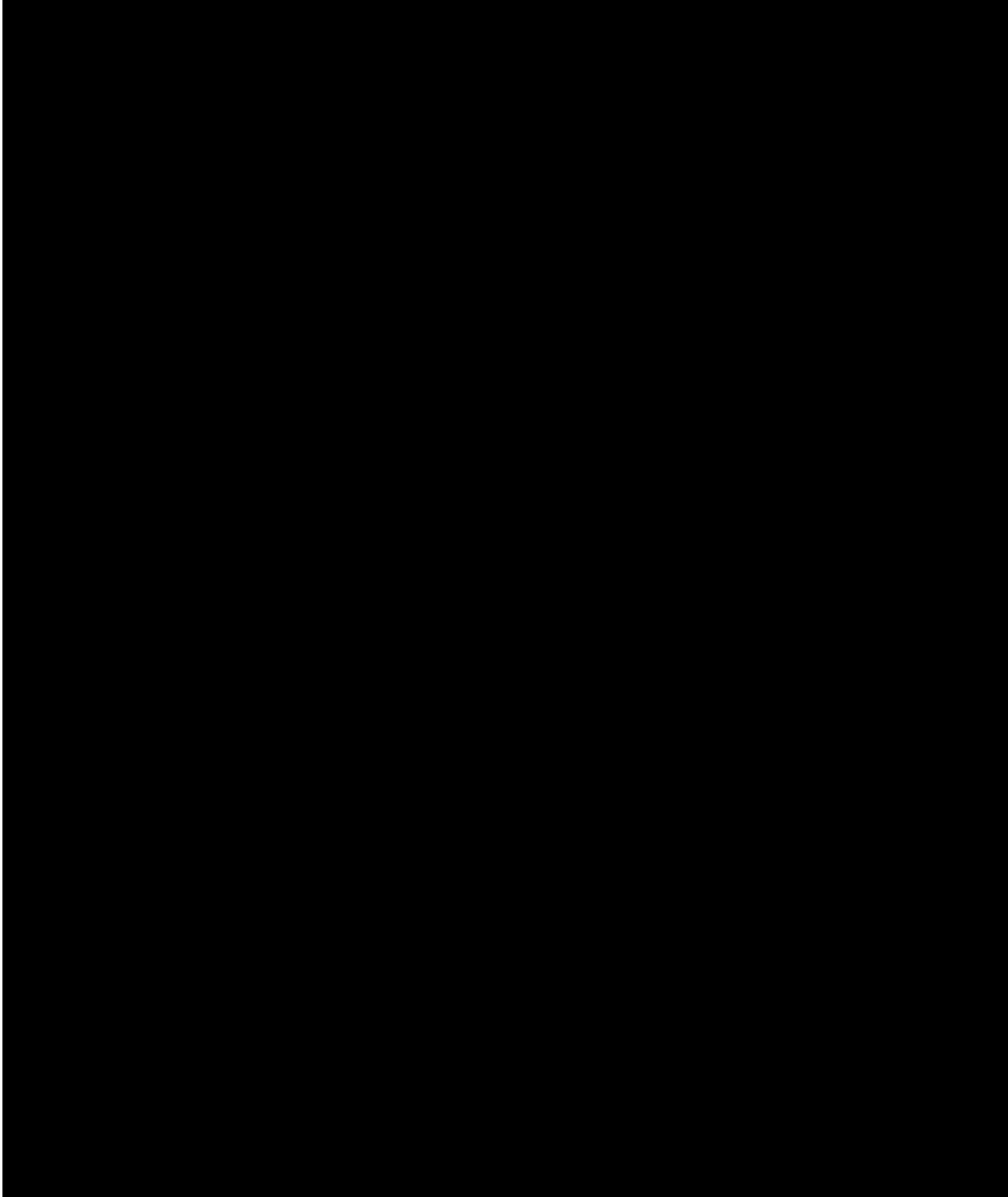
3.4 SAMPLE TRAINING MATERIALS

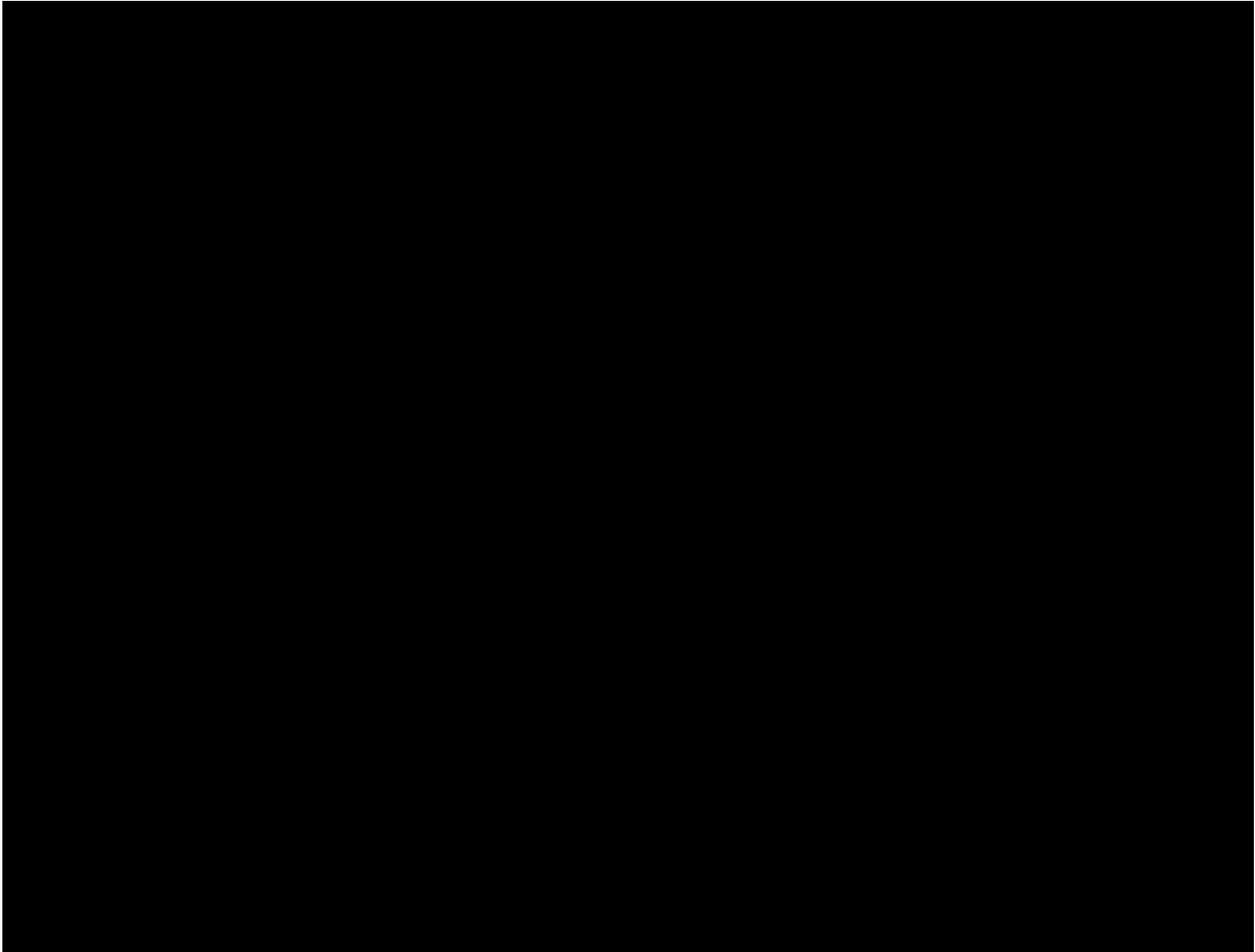
- 4) Sample training materials to be used for end-user training including training manuals, job aids, and quick reference guides



3.5 KNOWLEDGE TRANSFER METHODOLOGY

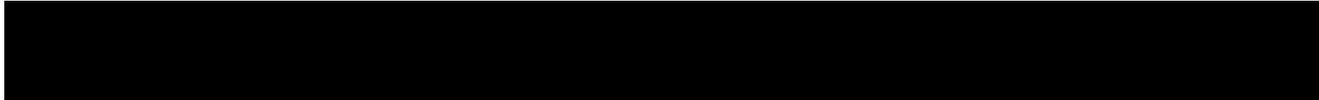
5) Describe the standard methodology for knowledge transfer including objective measures to determine whether there has been sufficient knowledge transfer.





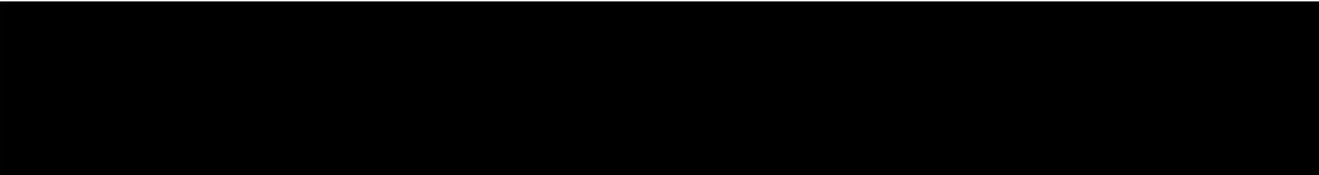
3.6 SAMPLE KNOWLEDGE TRANSFER PLAN

- 6) Provide a sample of the vendor's knowledge transfer plan that at a minimum contains:
- Plan by role that shows what skills and knowledge will be transferred
 - Groups that need knowledge transfer and goals for each group
 - Strategy for knowledge check-ins to confirm progress of knowledge transfer is on track
 - Objective measures to determine whether there has been sufficient knowledge transfer



3.7 RESPONSE TO REQUIREMENTS

- 7) A response to each requirement with details on how the vendor will deliver the requirement.



3.8 ADDITIONAL TASKS OR AREAS

8) Any additional tasks or areas not covered as part of this RFP that the vendor will deliver in order to increase the likelihood of a successful implementation.

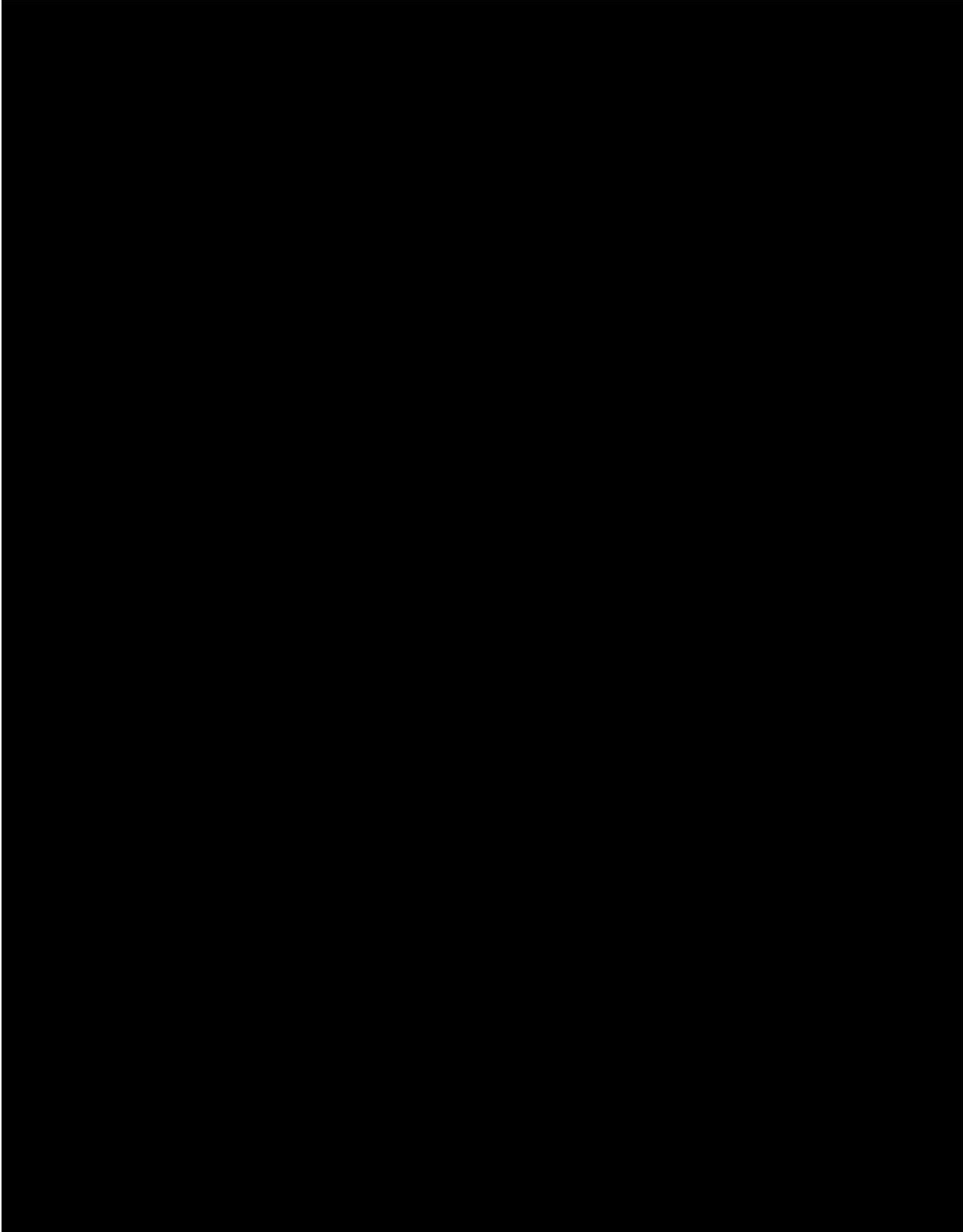
4. TESTING (PRPRR-004)

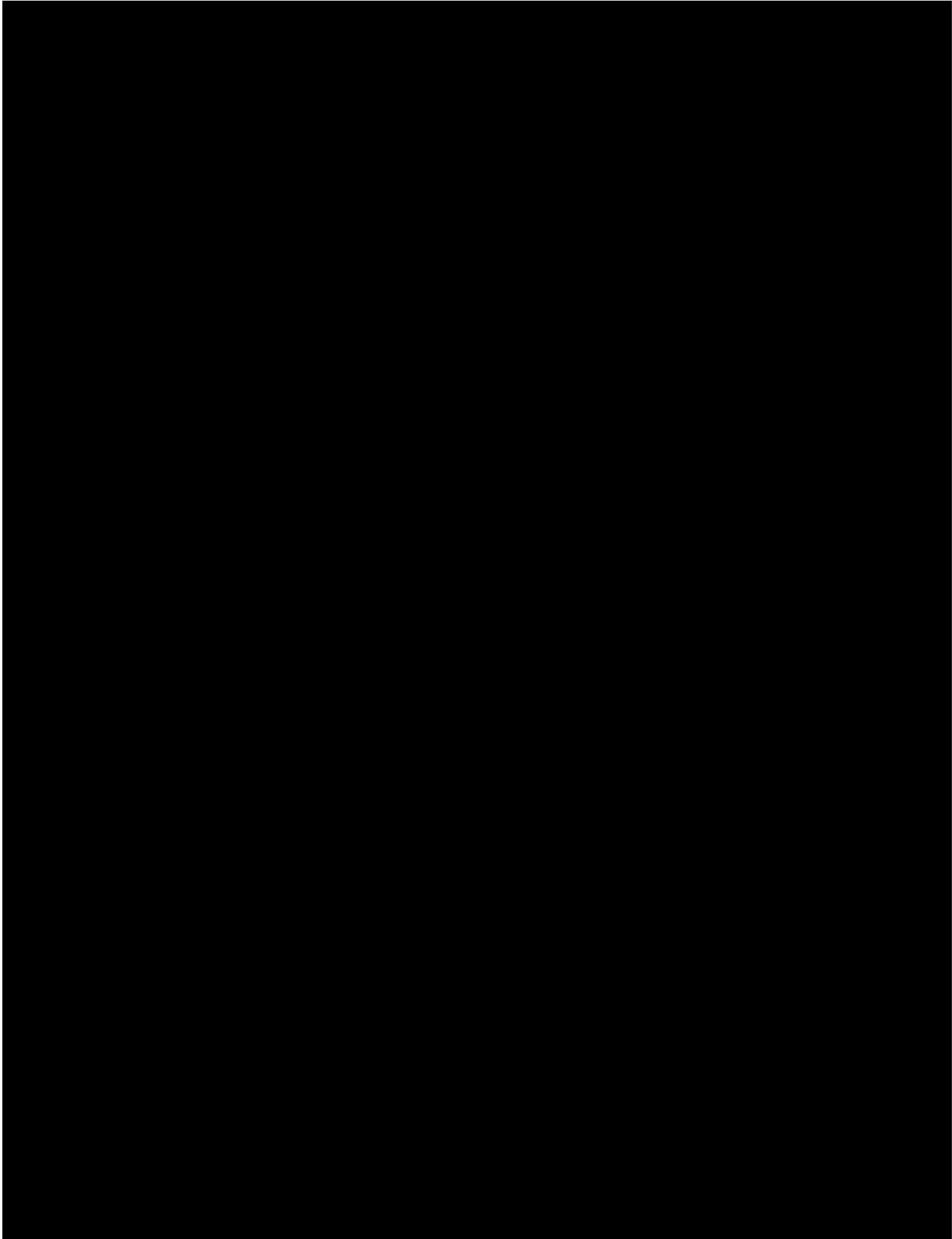
The State of Indiana will need to confirm that the solution is functioning as designed ahead of a production release. The expectation is that the Vendor will perform multiple rounds of testing and confirmation throughout the project. This includes unit testing, system testing, integration testing, conversion testing, regression testing and user acceptance testing. The concept of testing would extend to training and dry runs of conversion and go-live activities.

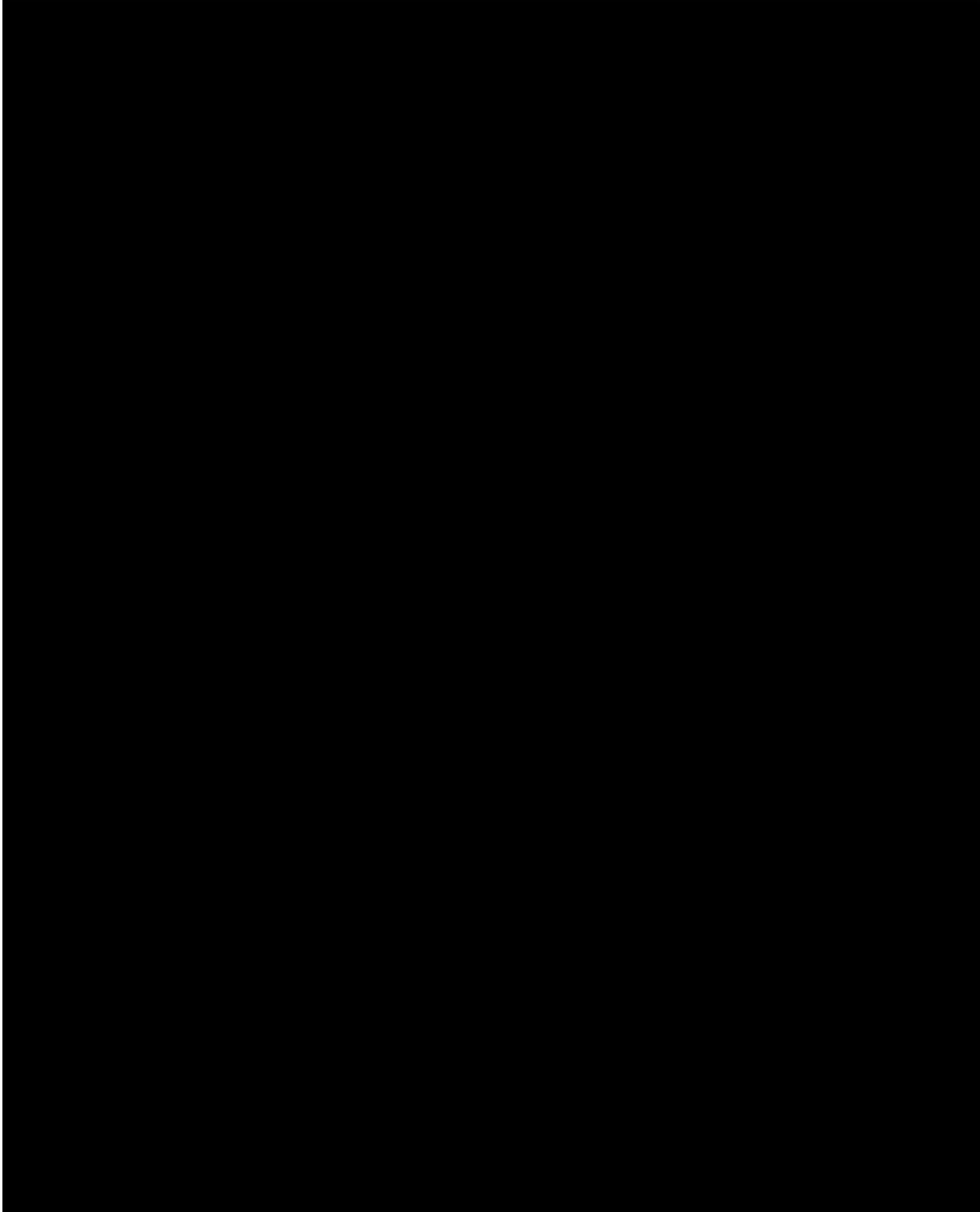
4.1 TESTING APPROACH

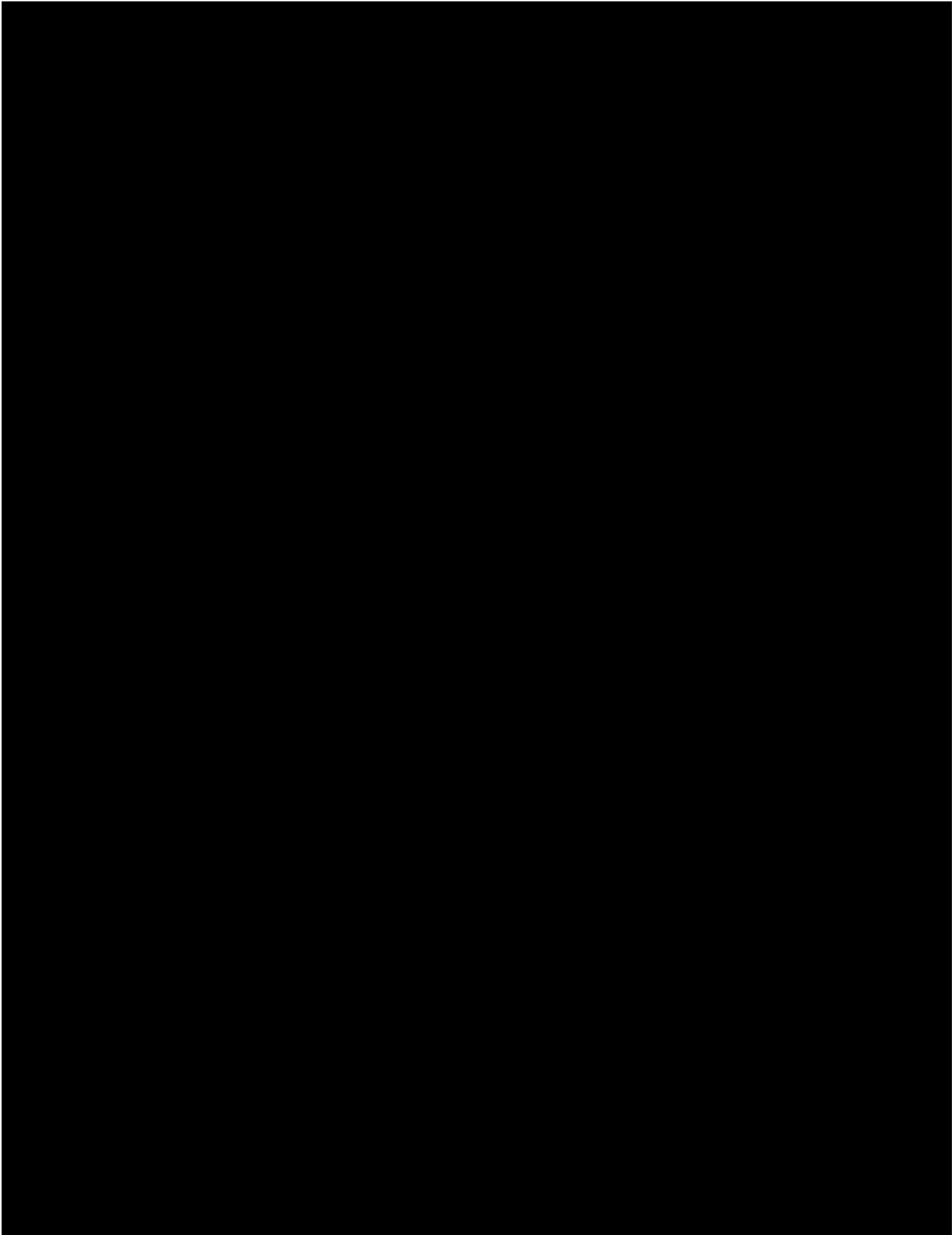
Please provide the following documents with your proposal:

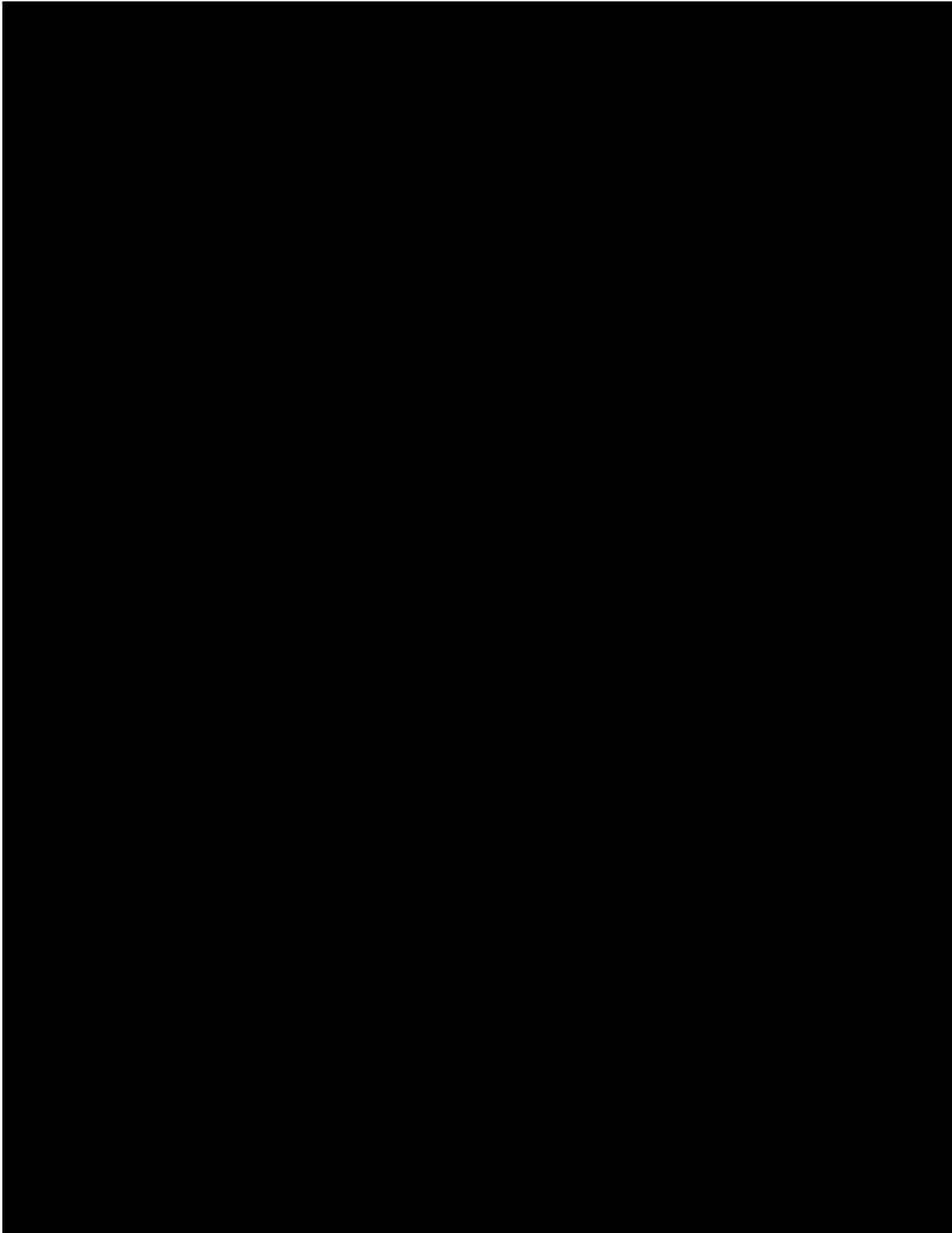
- 1) Overview of vendor's testing approach including any tools or techniques leveraged.

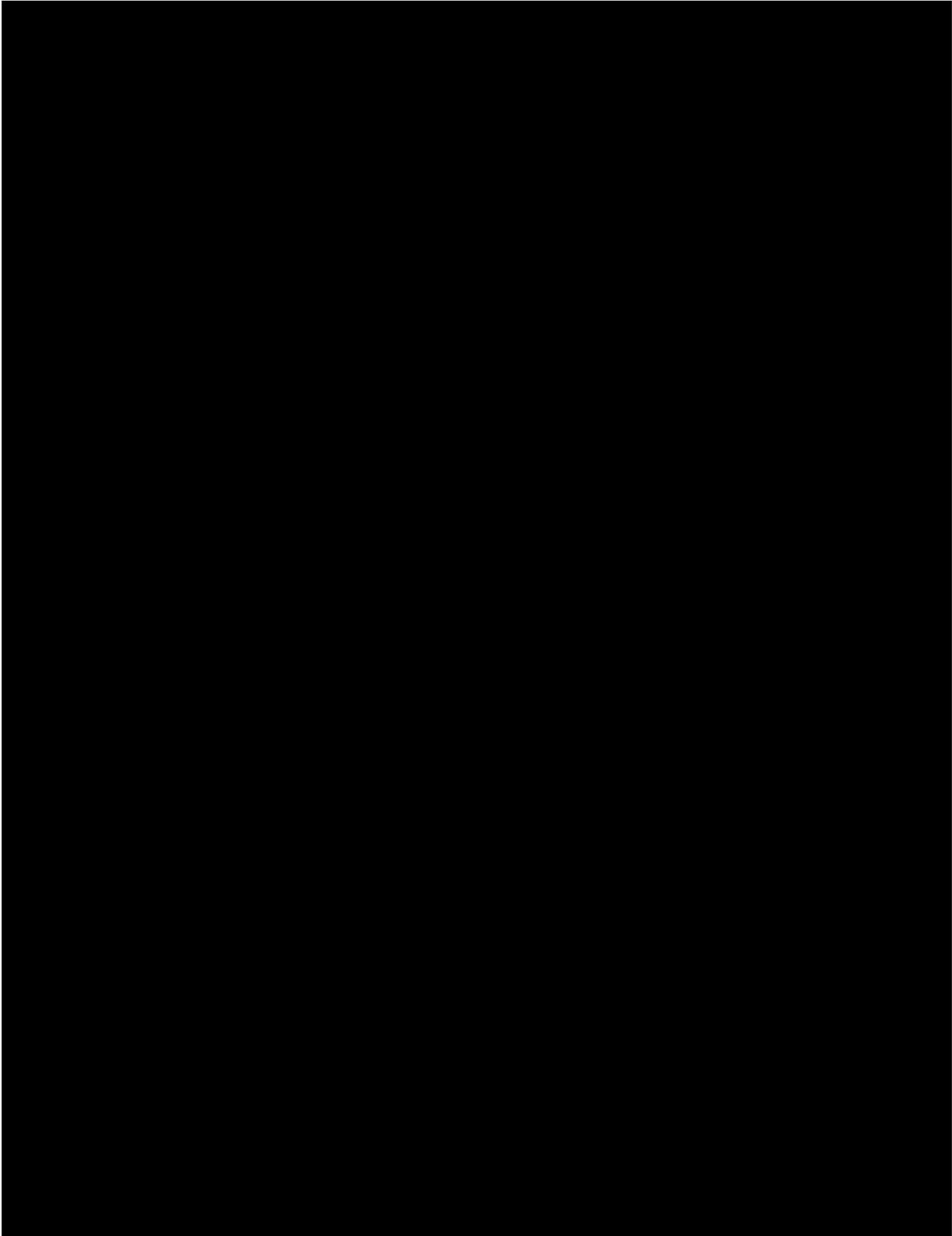


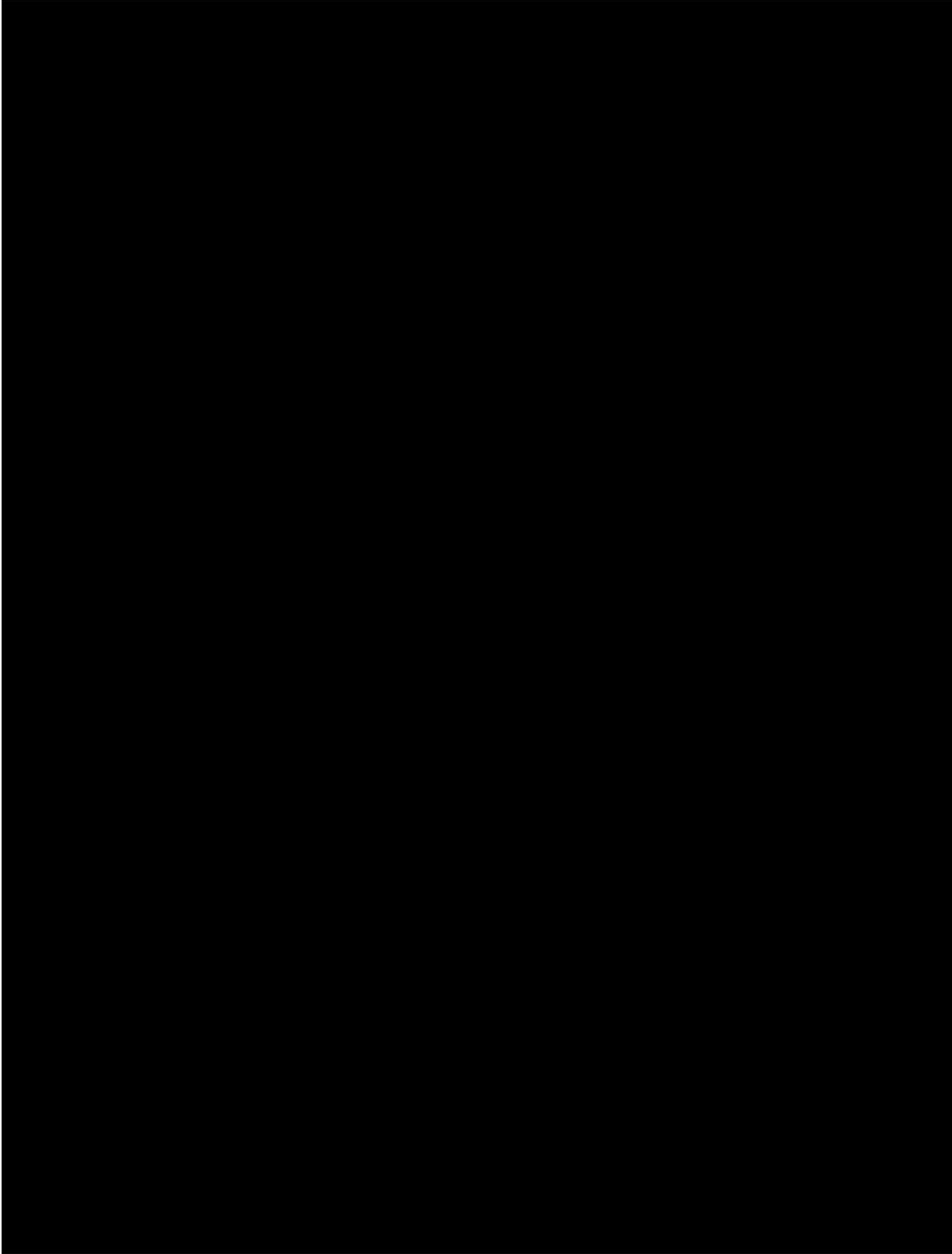


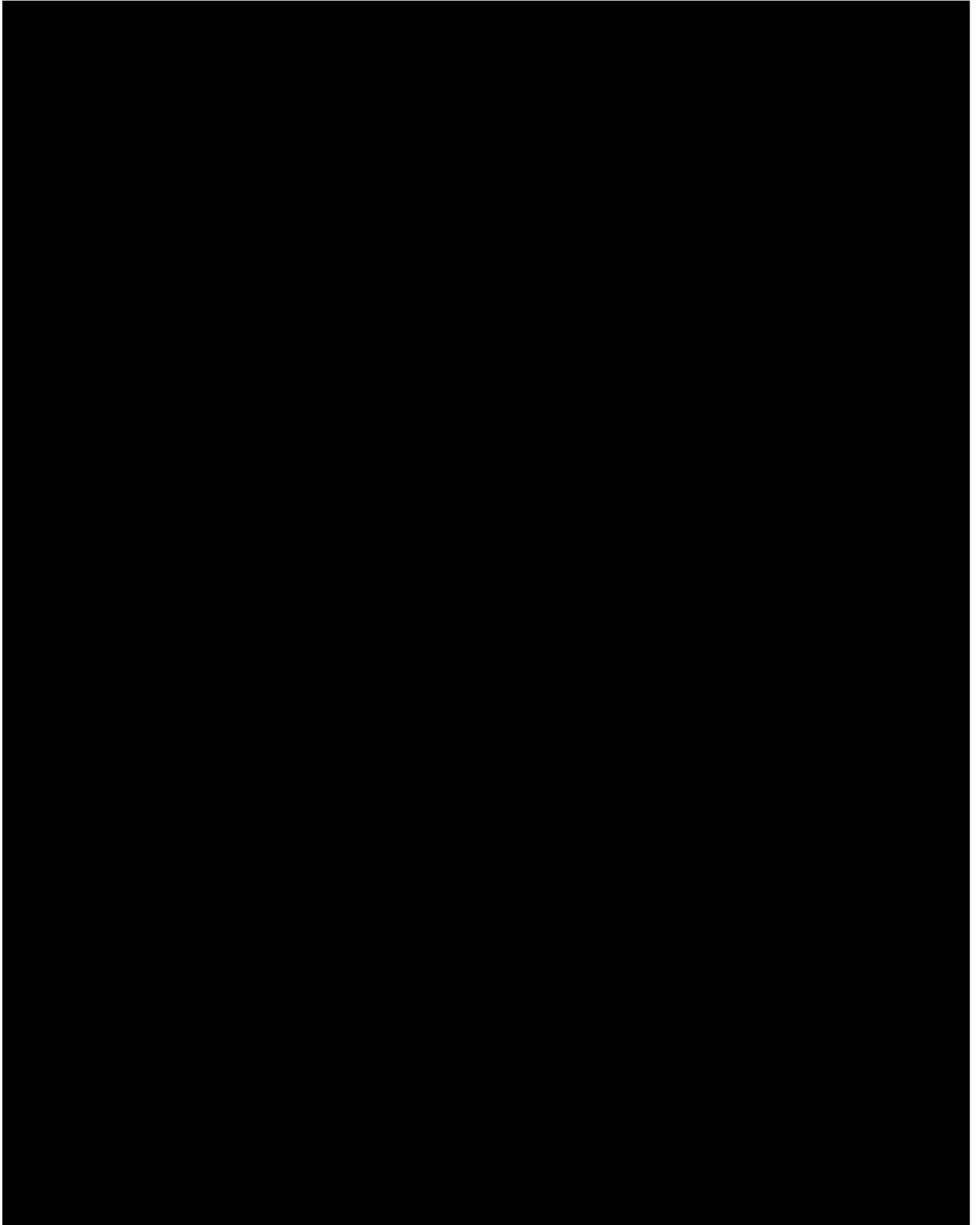


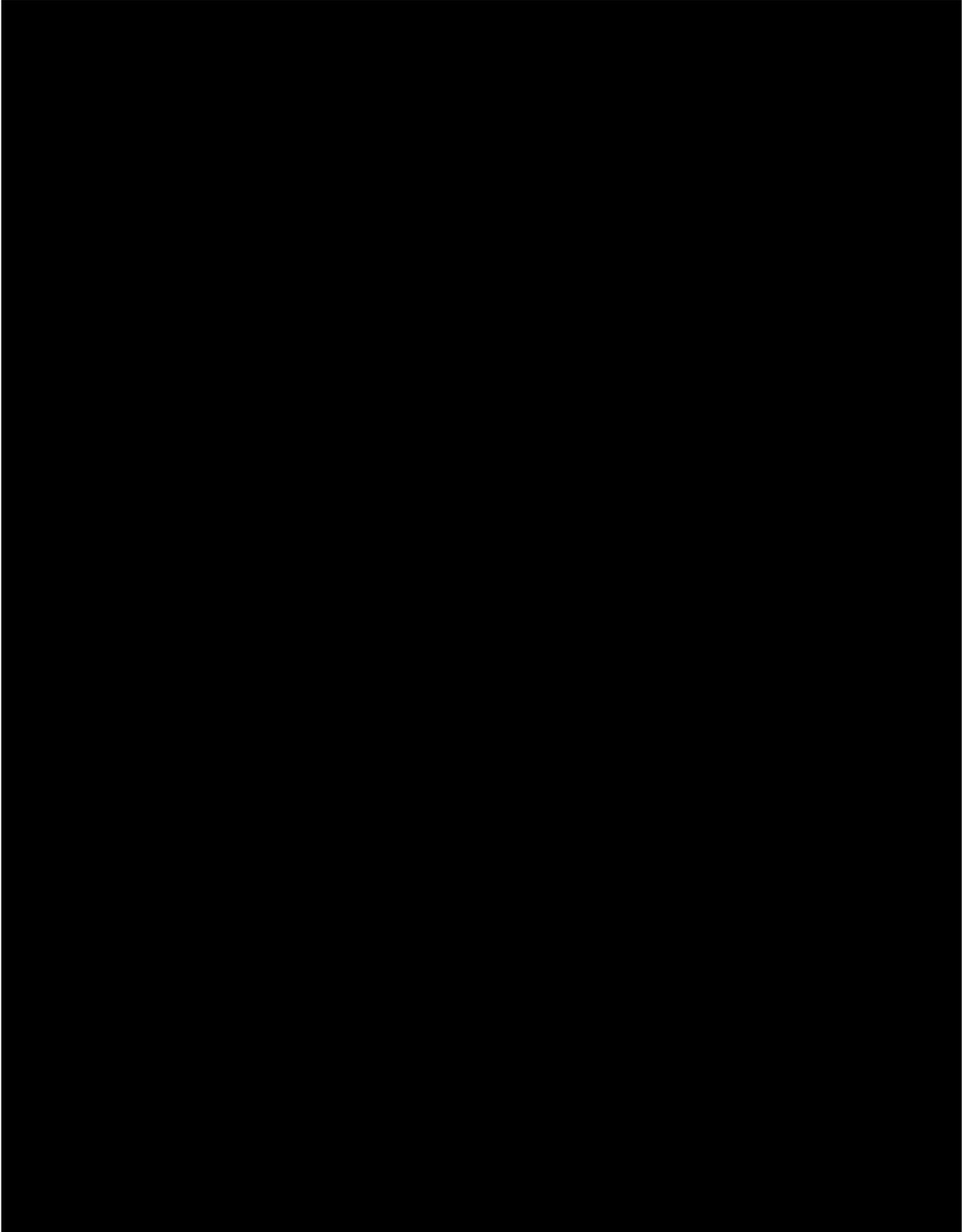


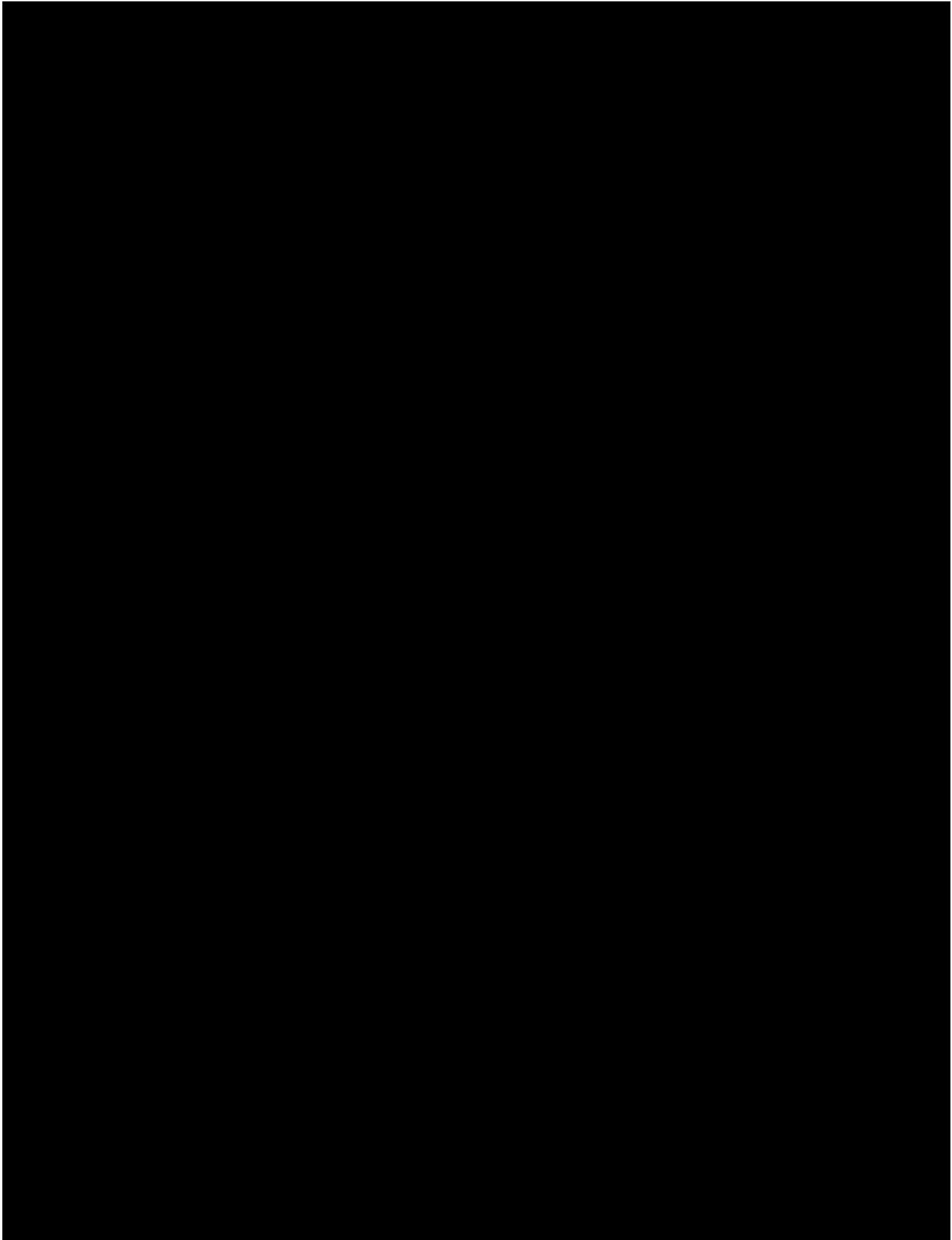


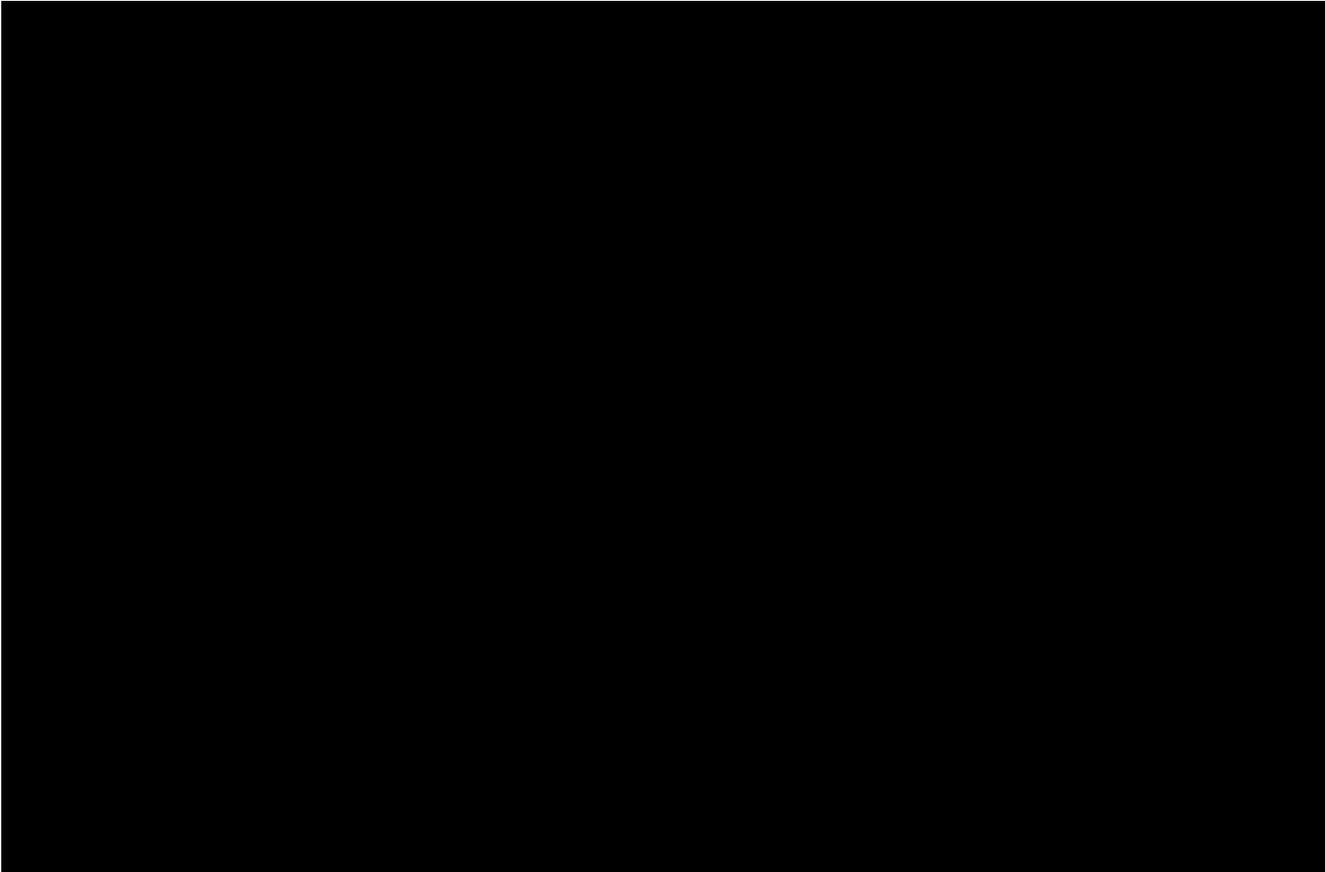






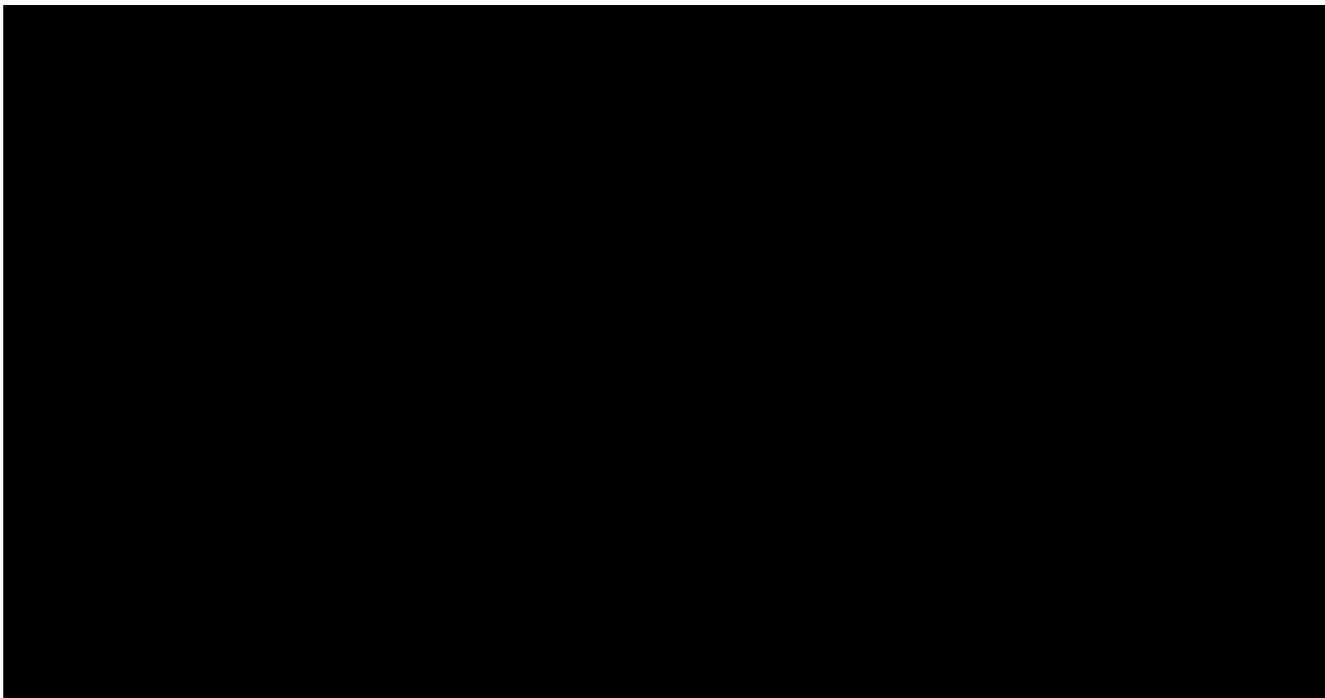


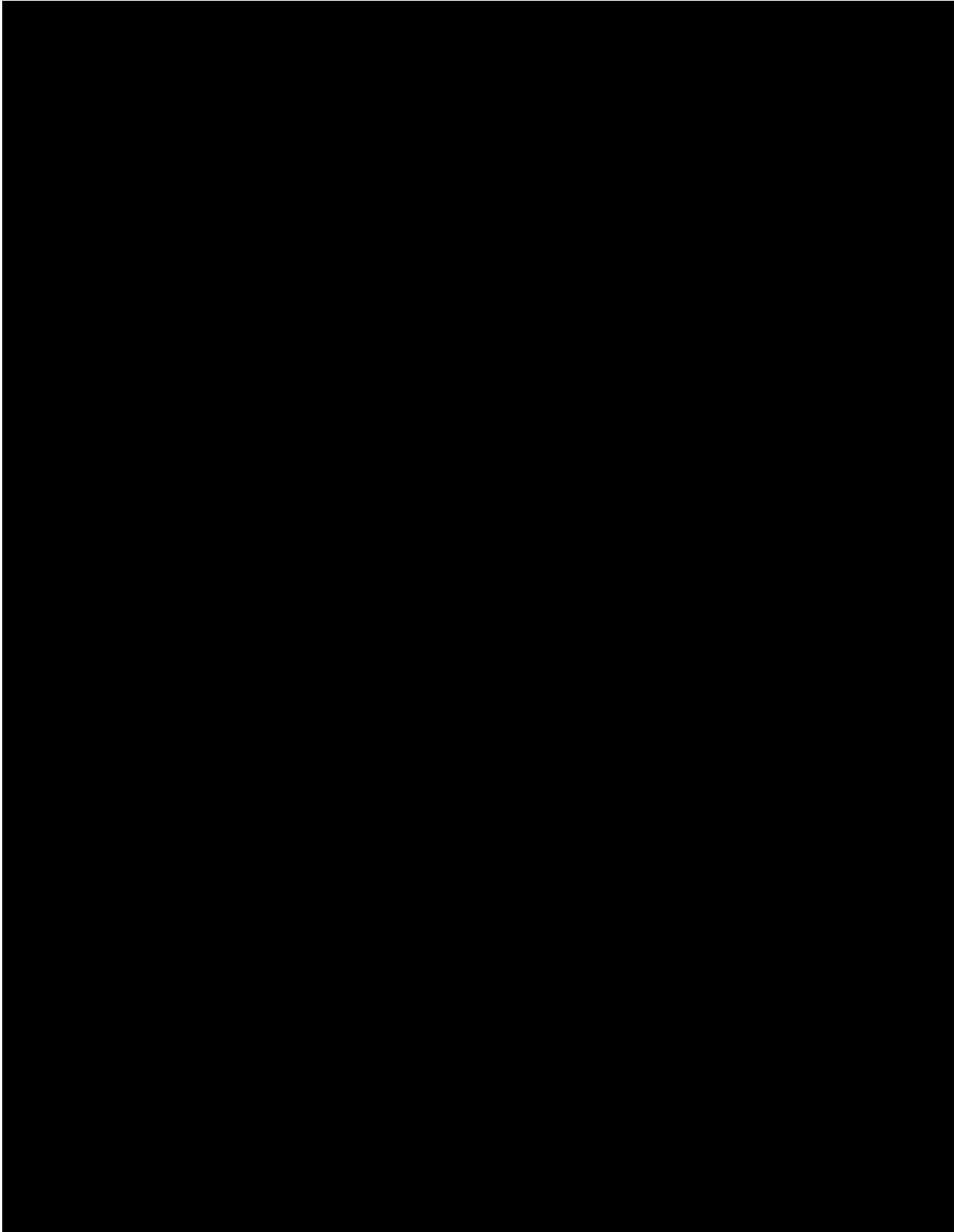


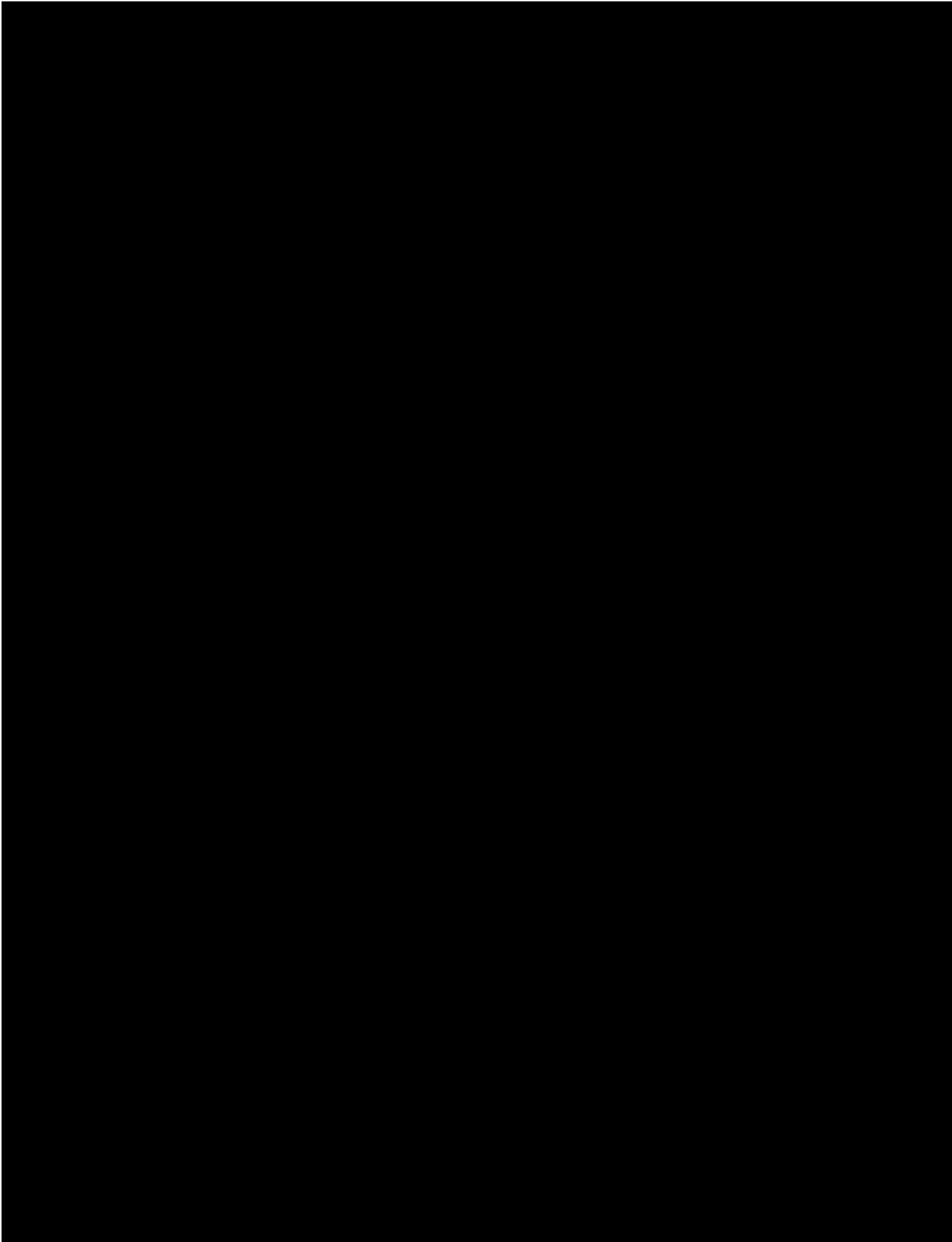


4.2 STATE TESTING RESPONSIBILITIES

2) Overview of SOI testing responsibilities.



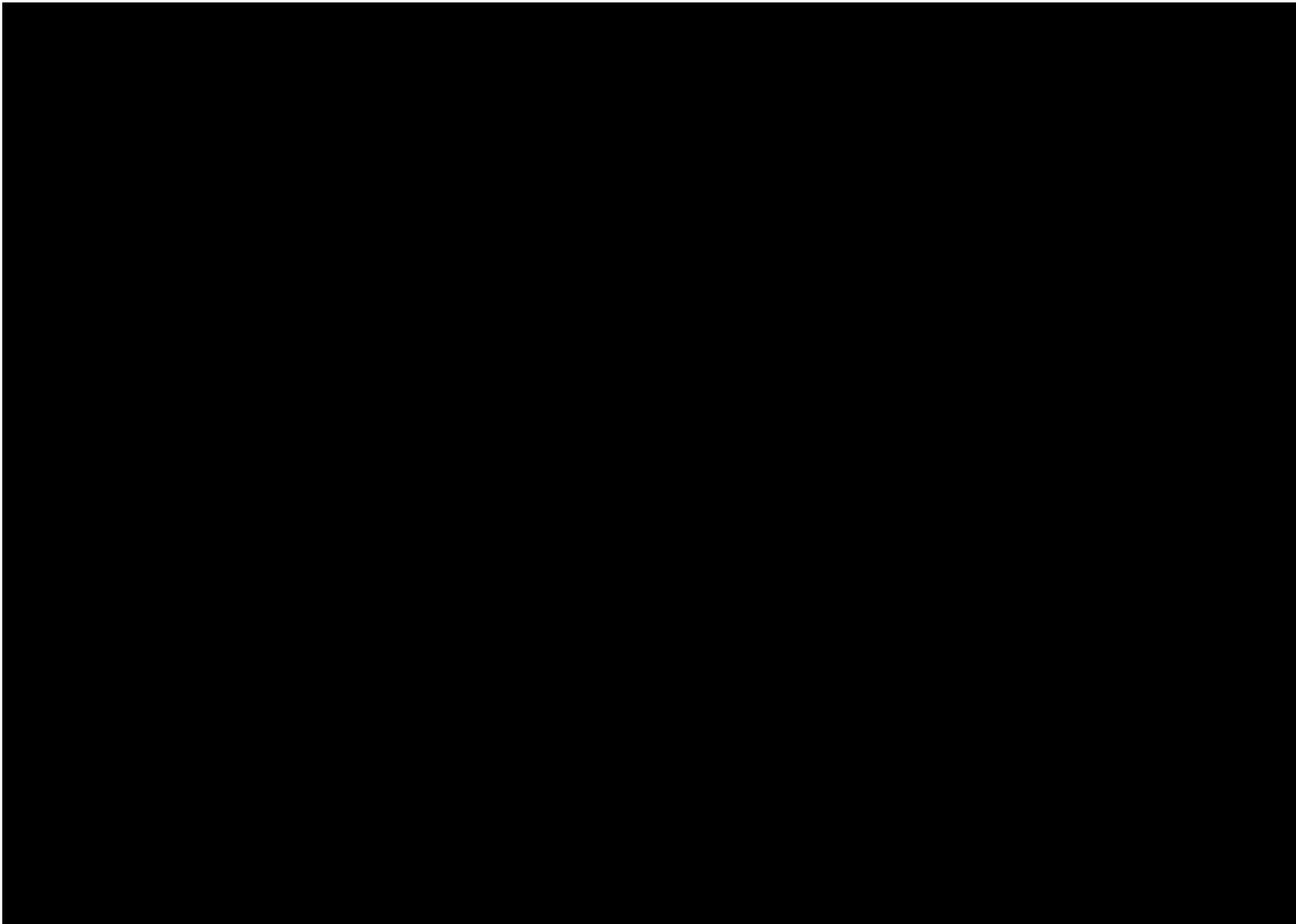






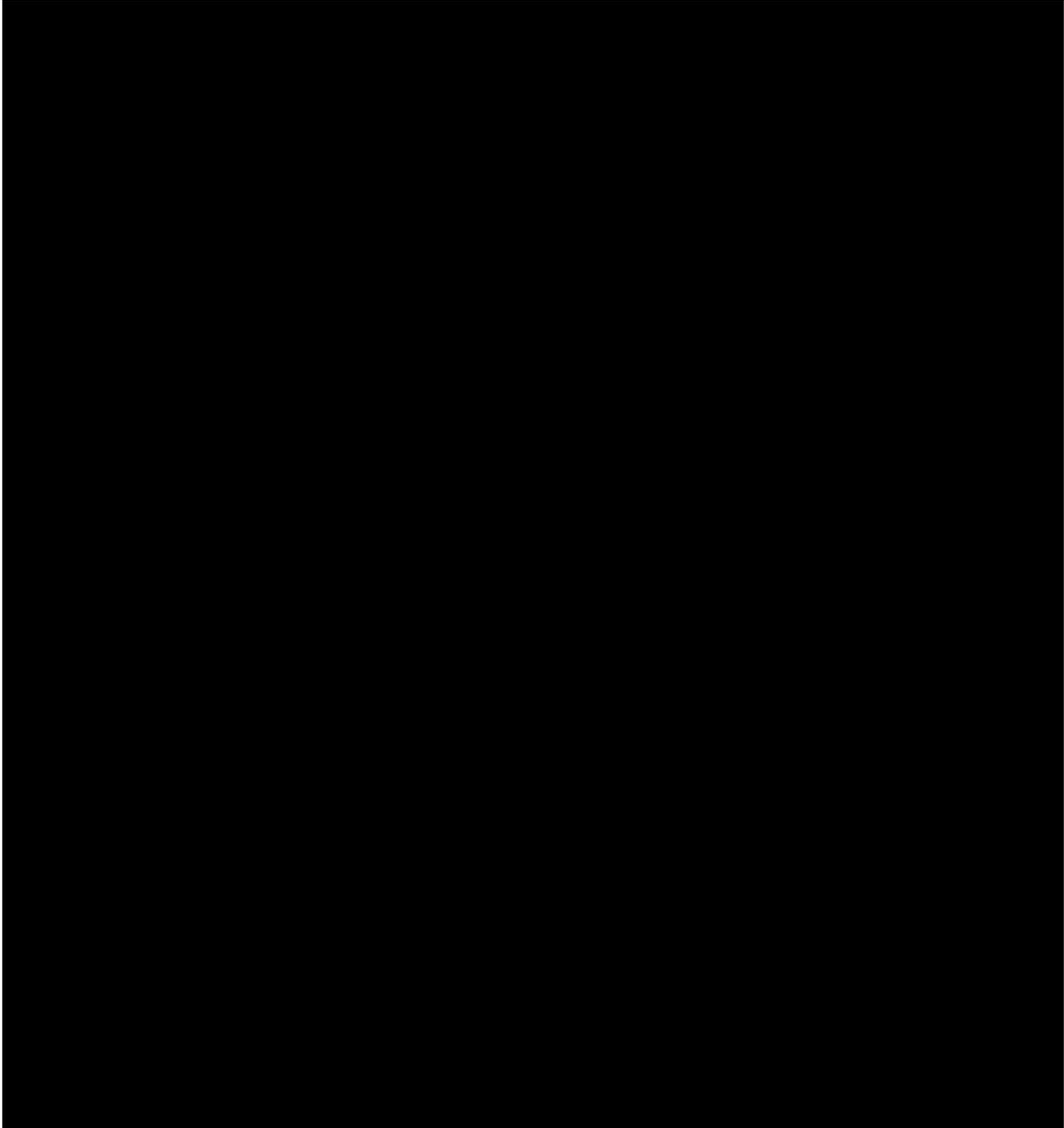
4.3 SAMPLE TESTING PLAN

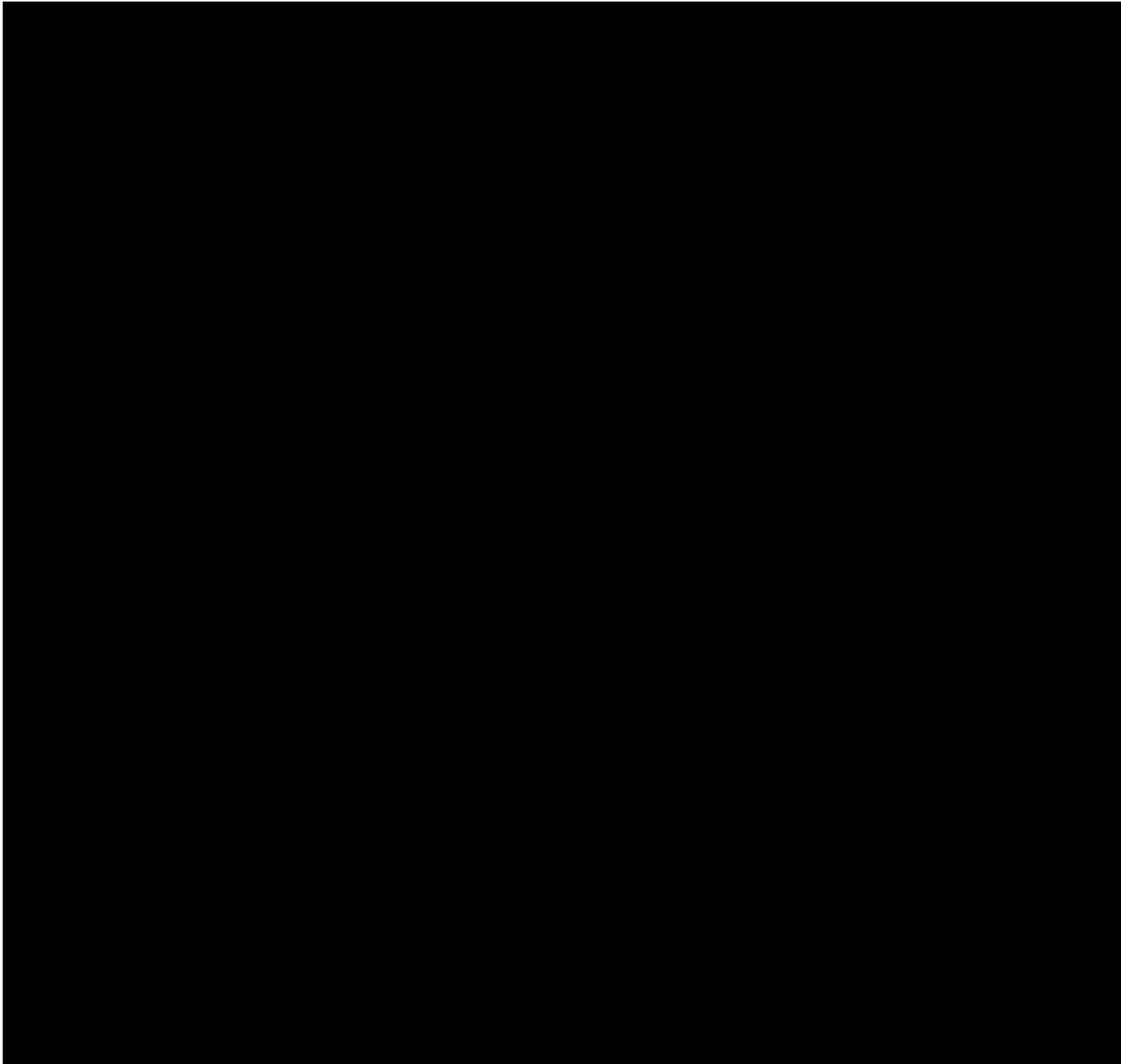
2) A sample detailed testing plan that at minimum includes test scripts, test cases, and milestones which will be tied to payment schedule.



4.4 STANDARD METHODOLOGY FOR USER TEST SCRIPTS AND TEST CASES

3) Describe your standard methodology to developing user test scripts and test cases.





4.5 RESPONSE TO REQUIREMENTS

4) A response to each requirement with details on how the Vendor will deliver the requirement.



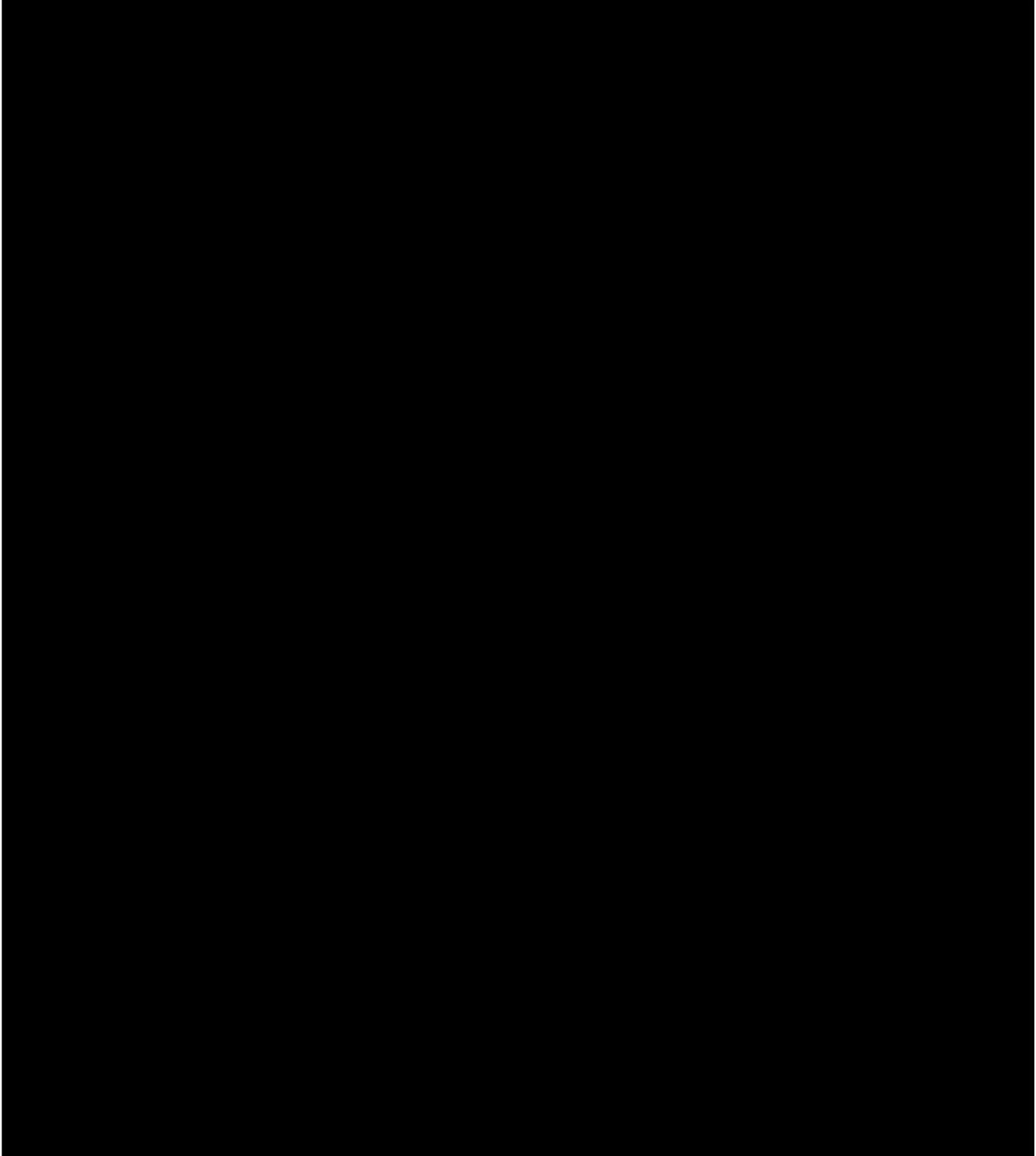
4.6 ADDITIONAL TASKS OR AREAS

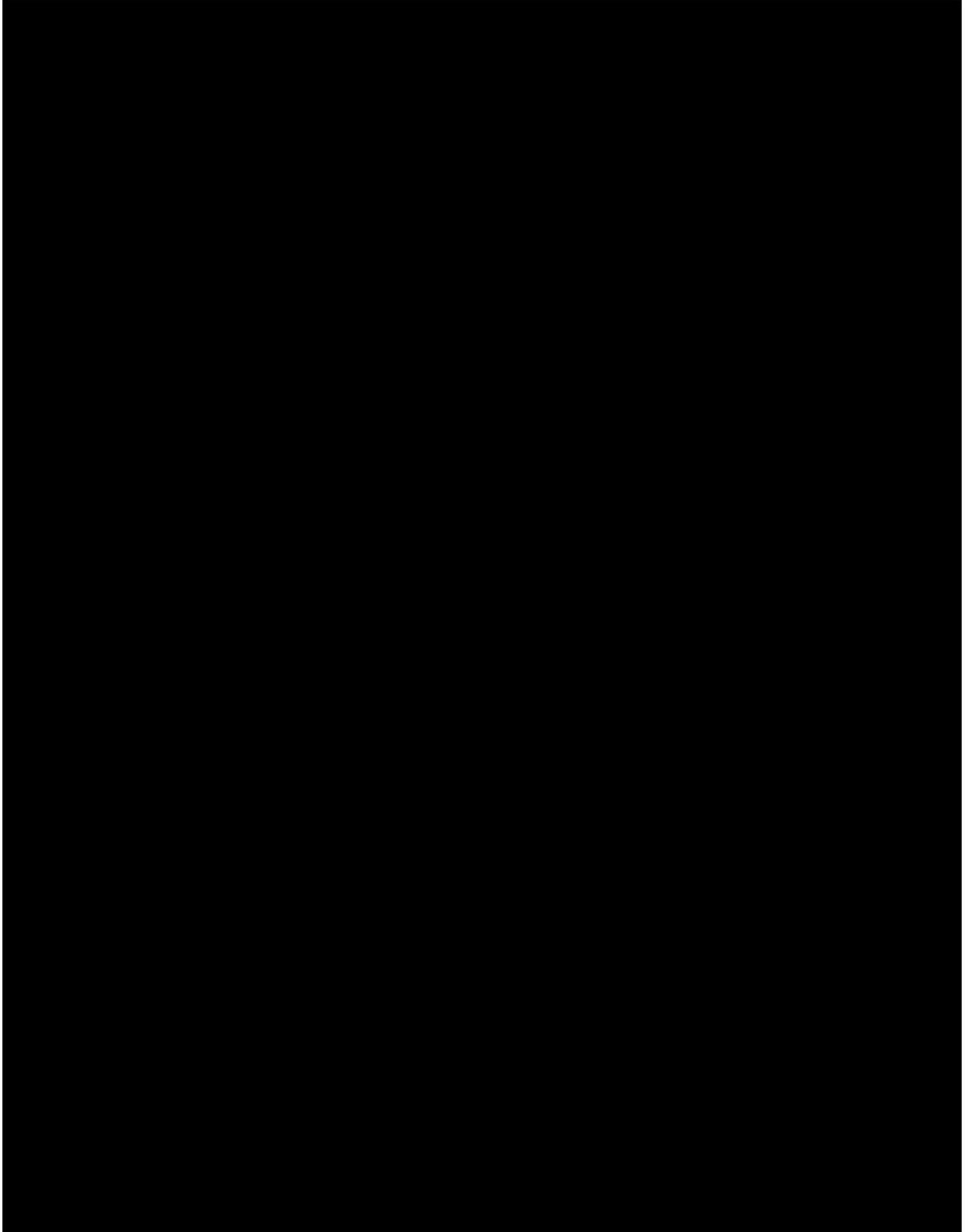
5) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation and assist in increasing end user confidence in preparation for deployment.)

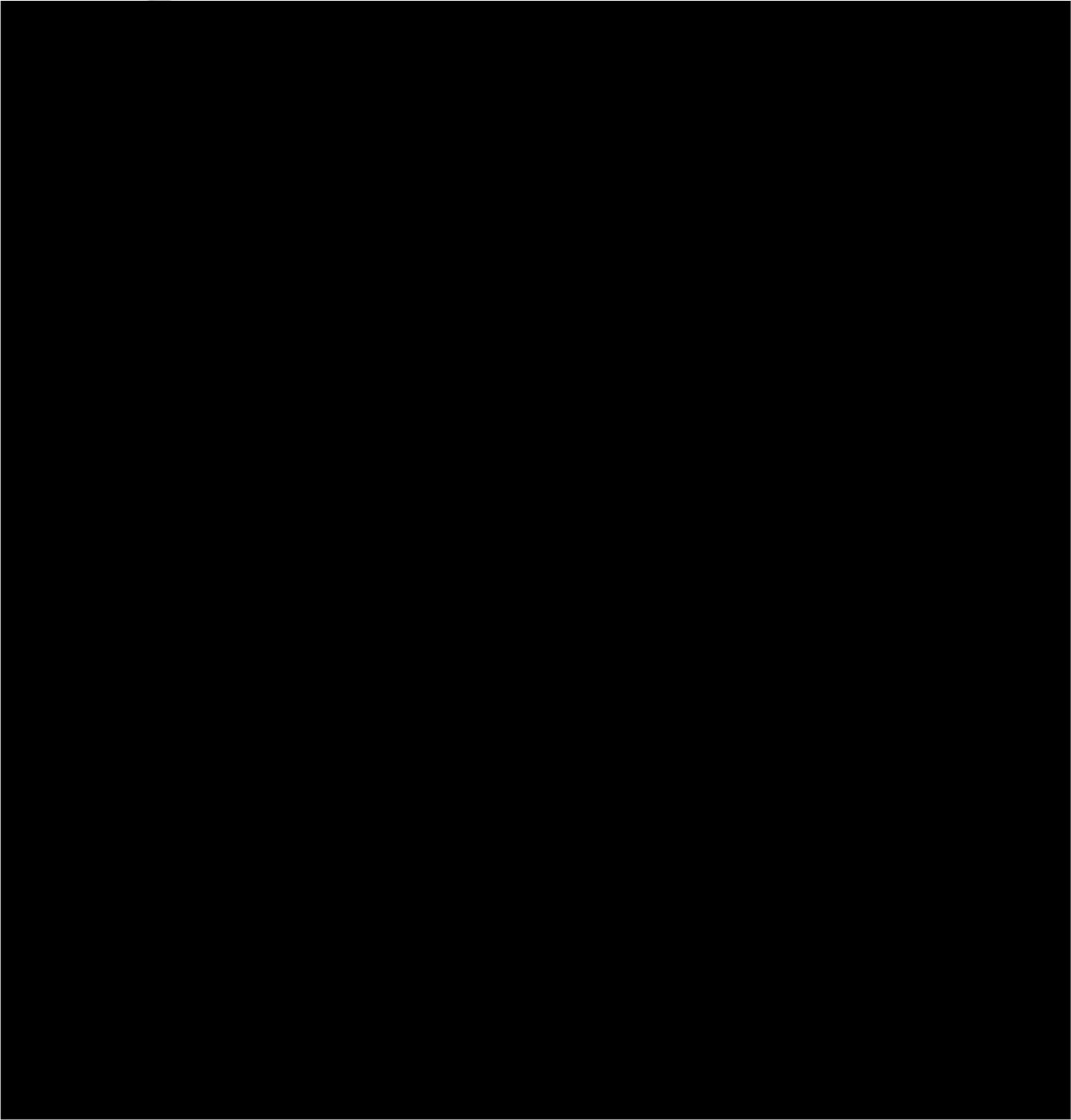


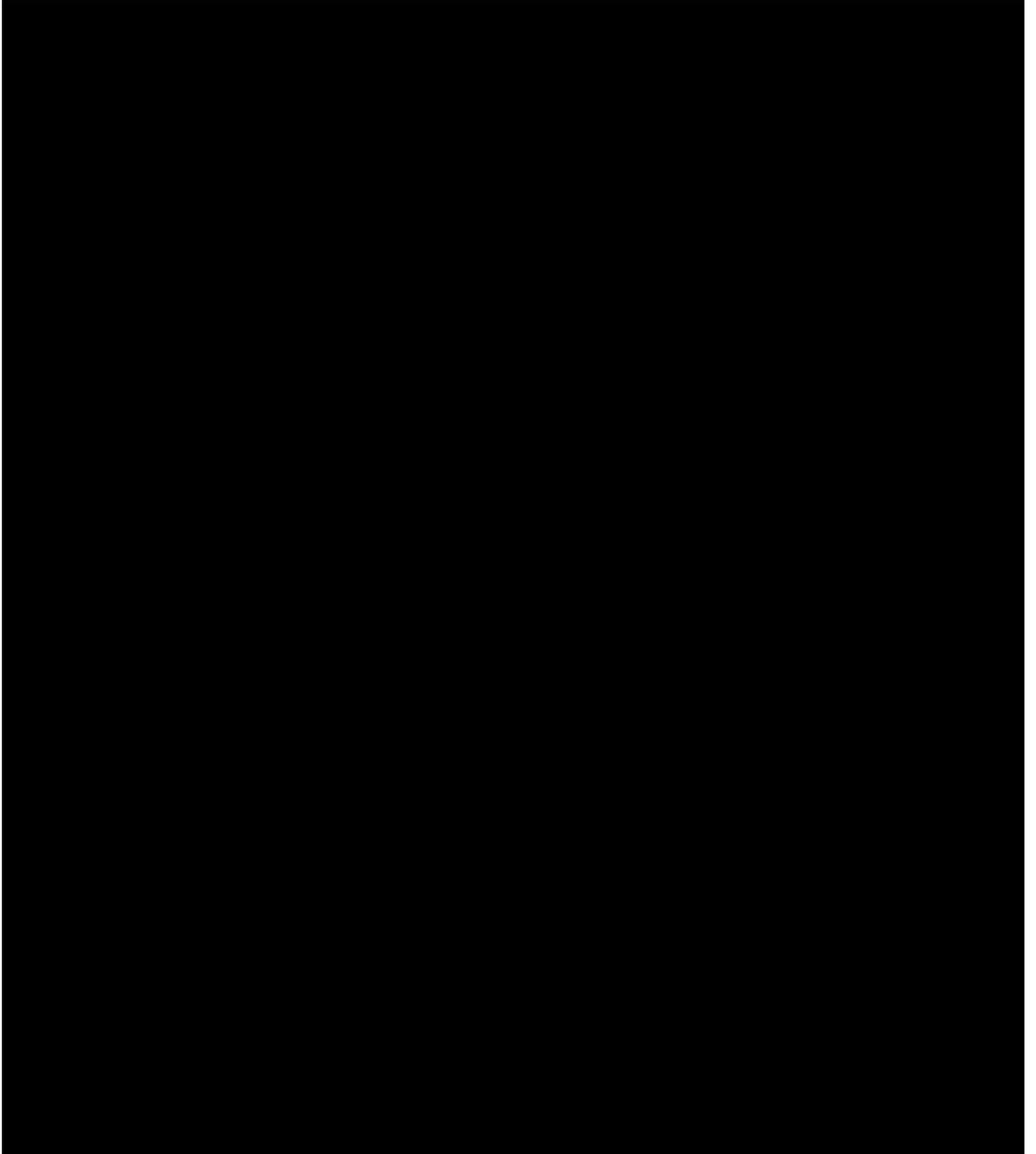
5. VENDOR TEAM EXPERIENCE (PRPRR-005)

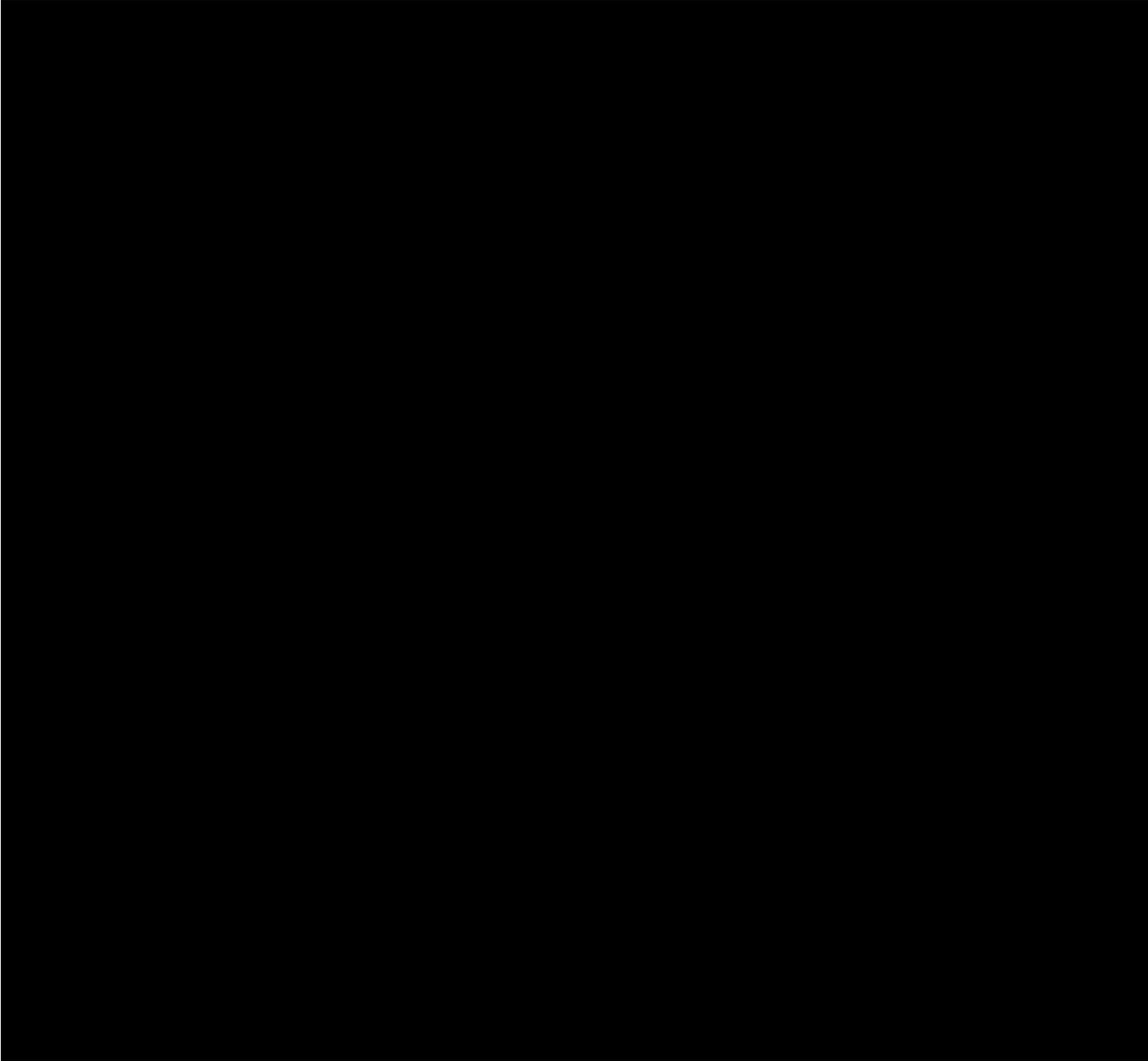
Please provide a list and description of proposed staff and relative experience.

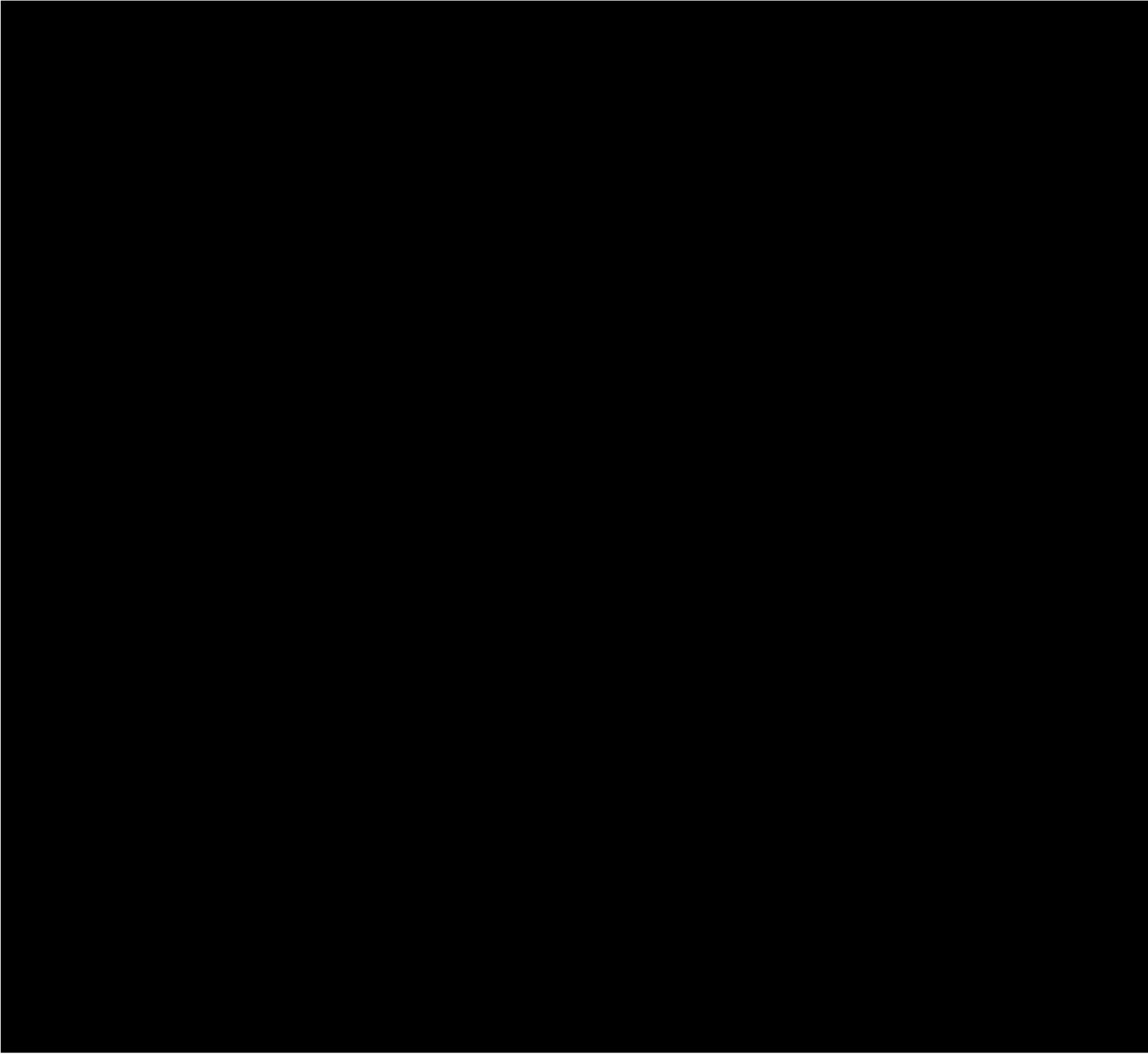


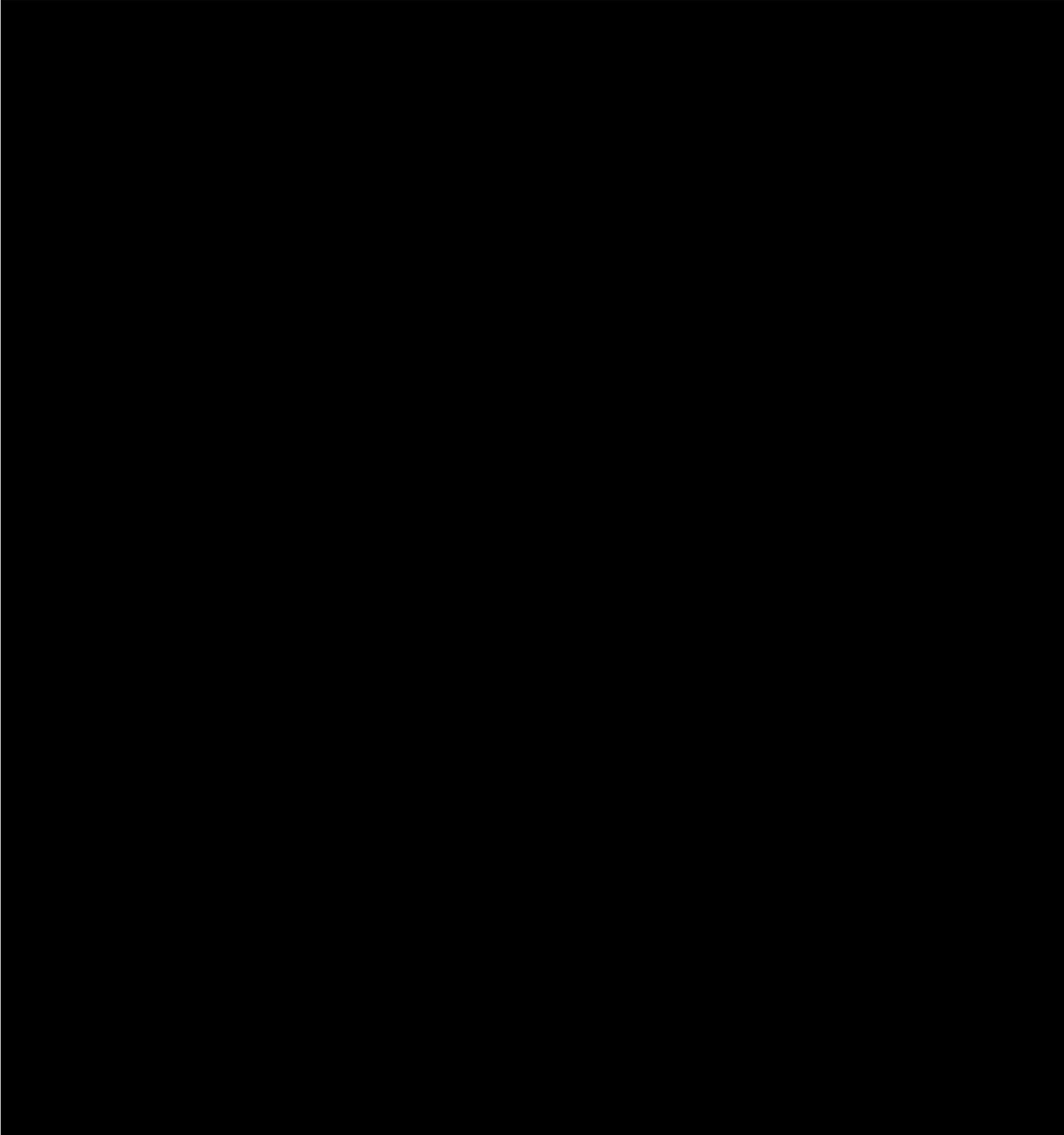


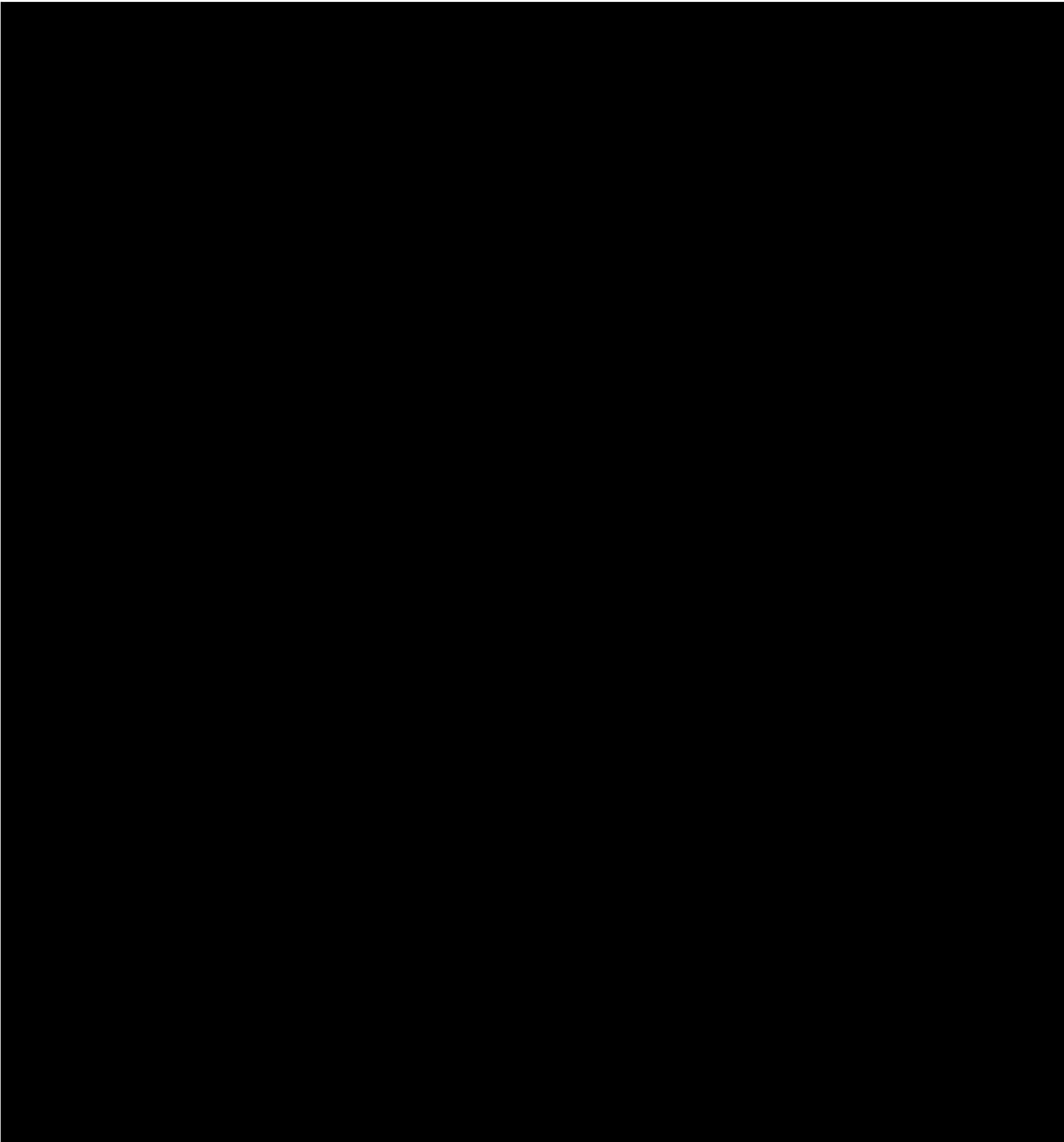


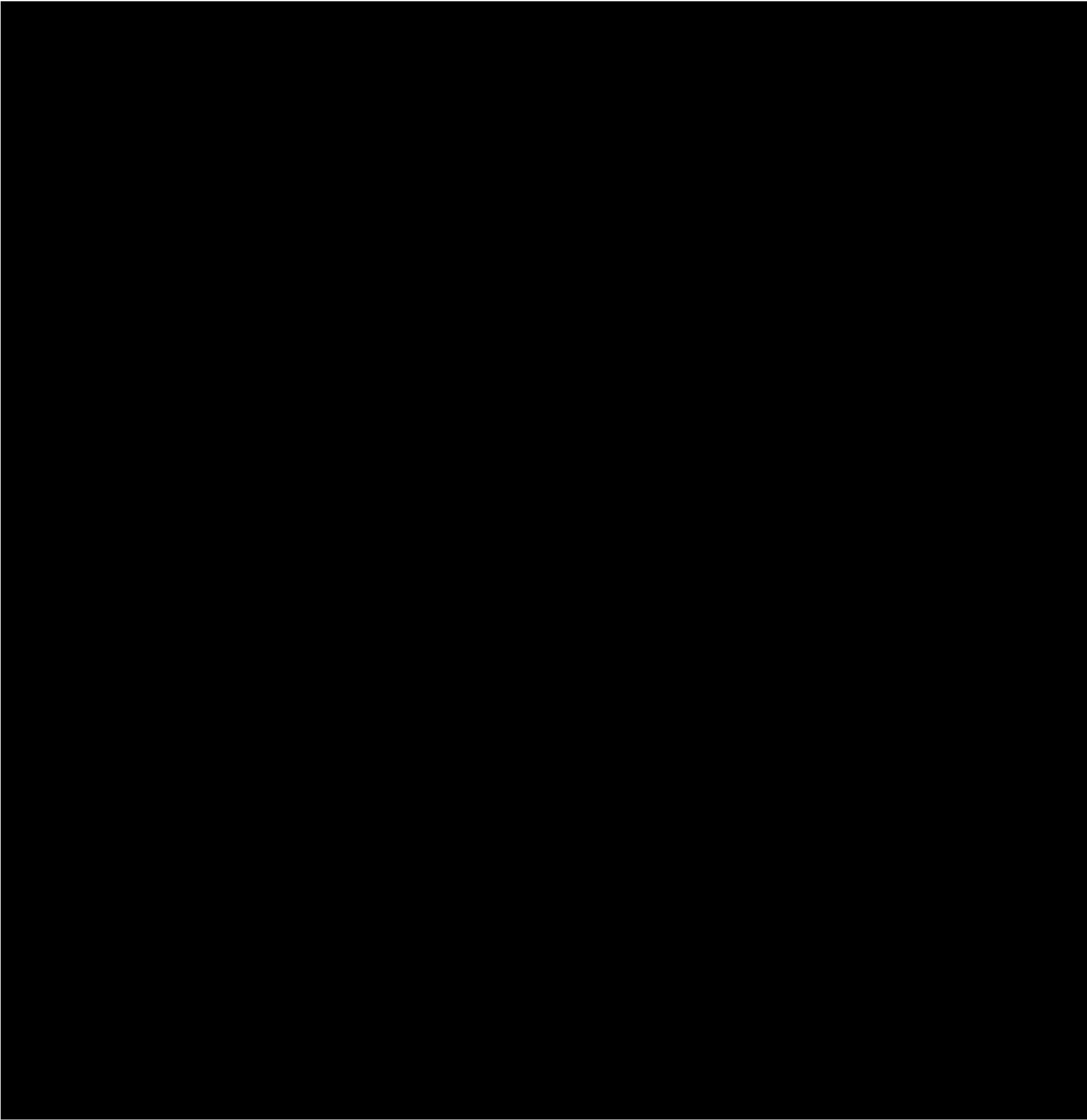


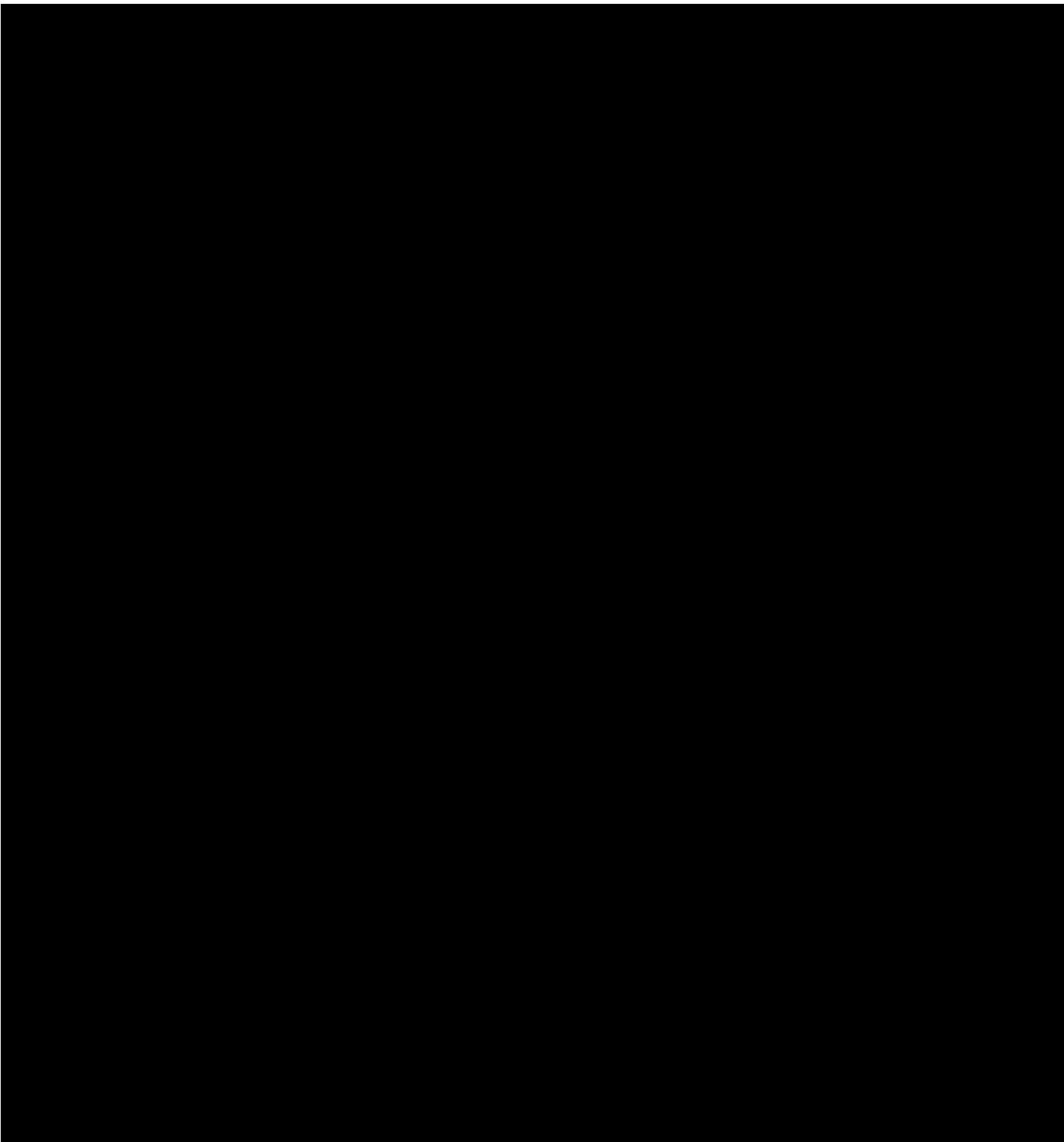


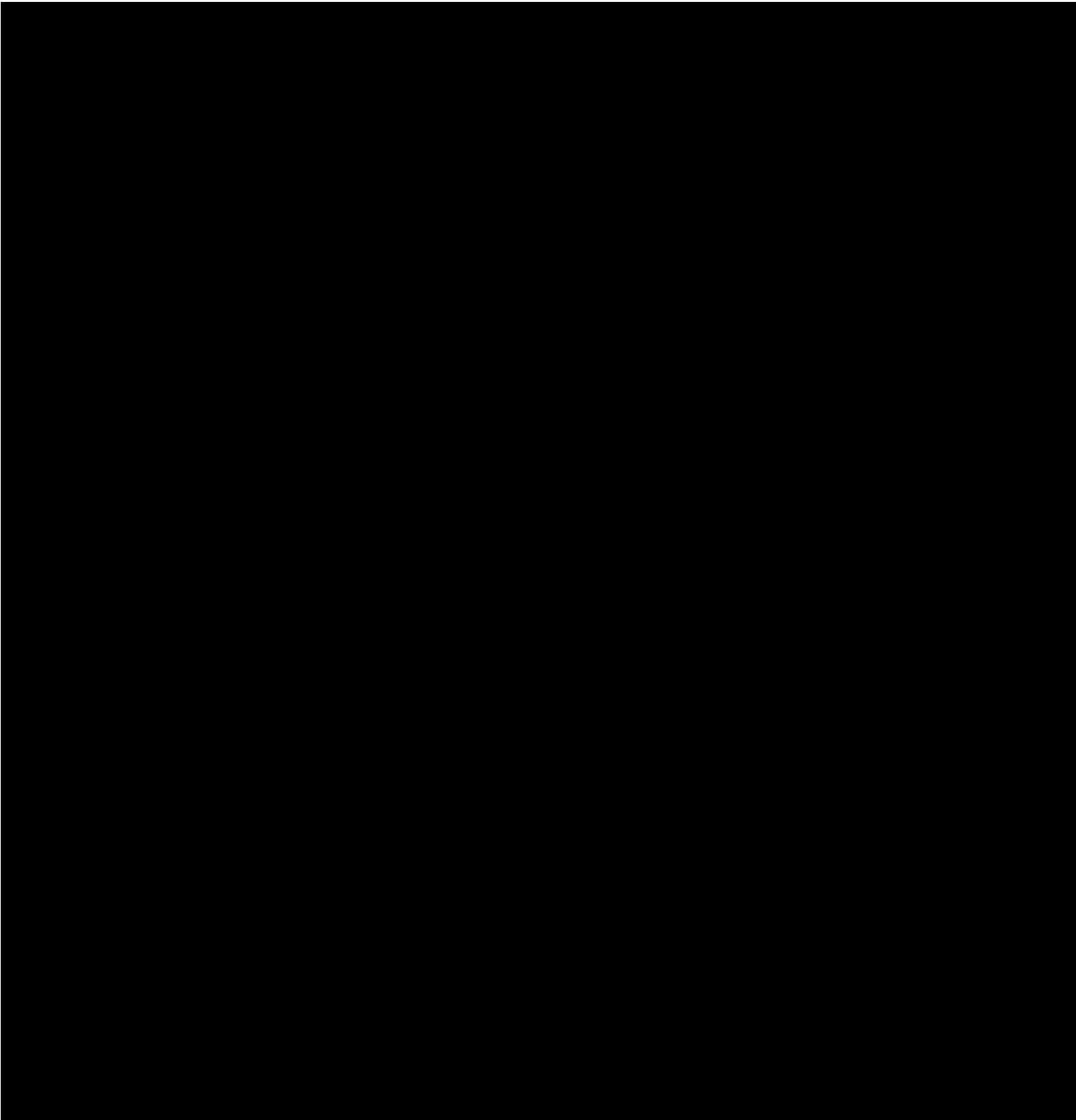


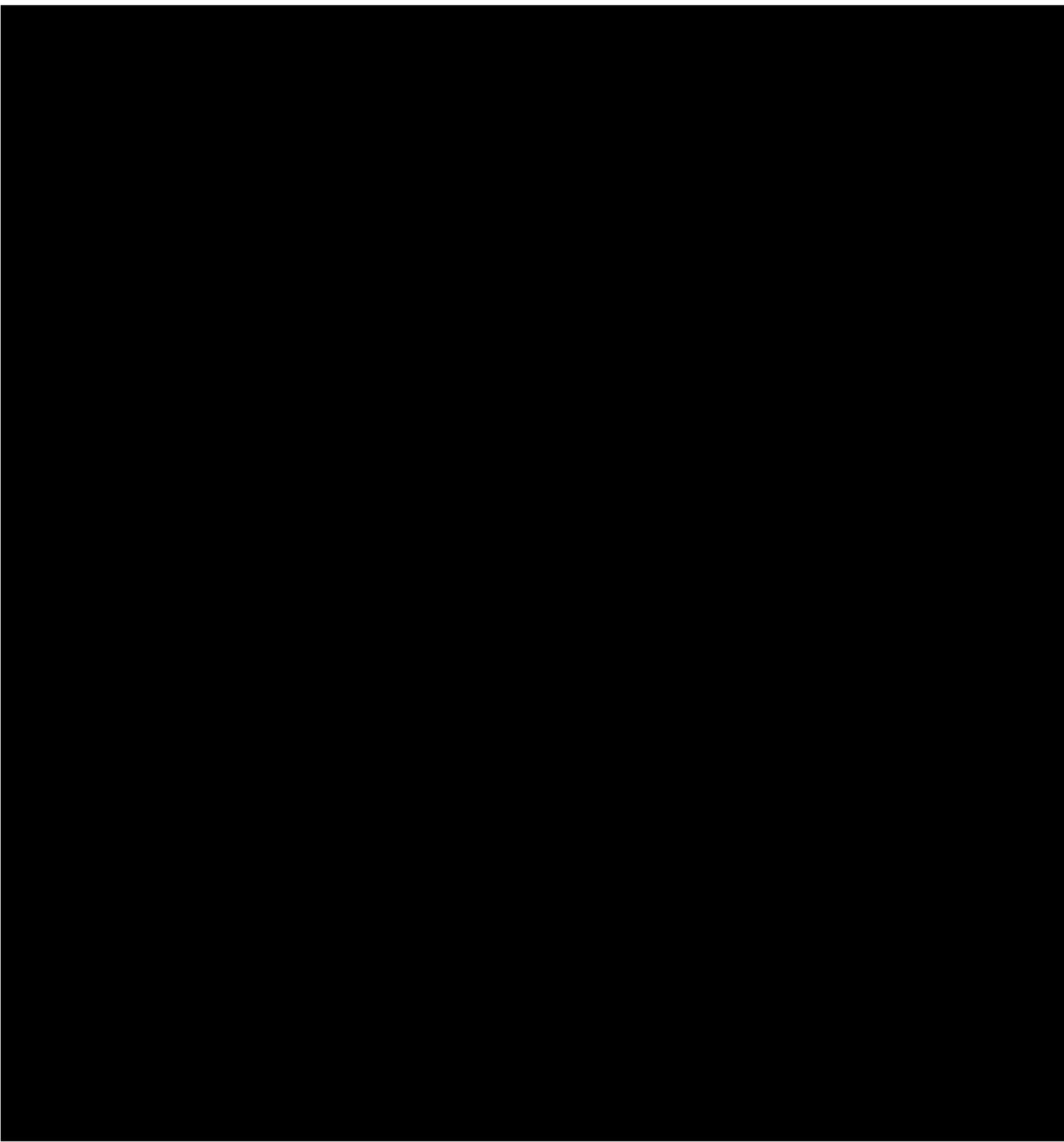




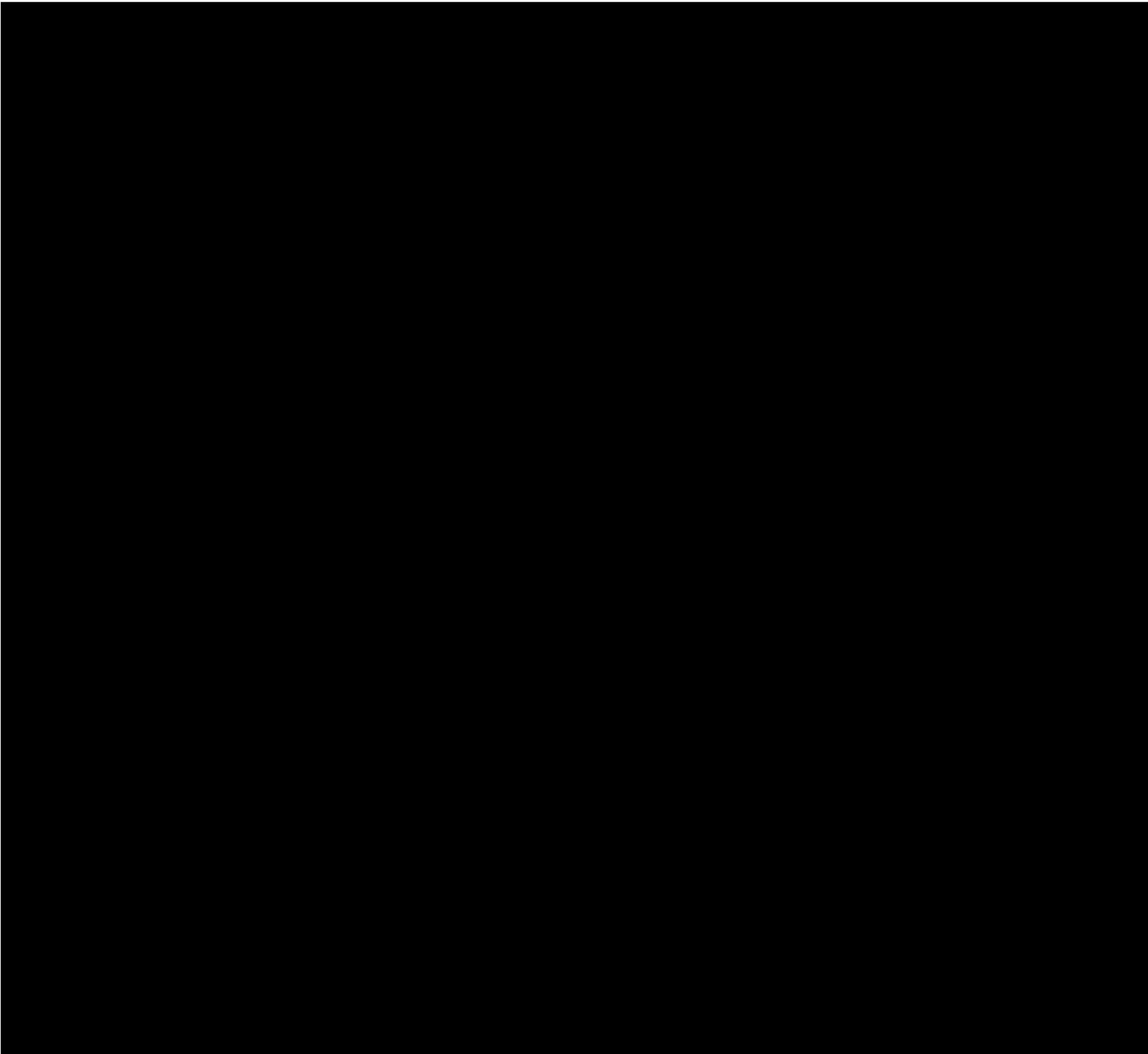


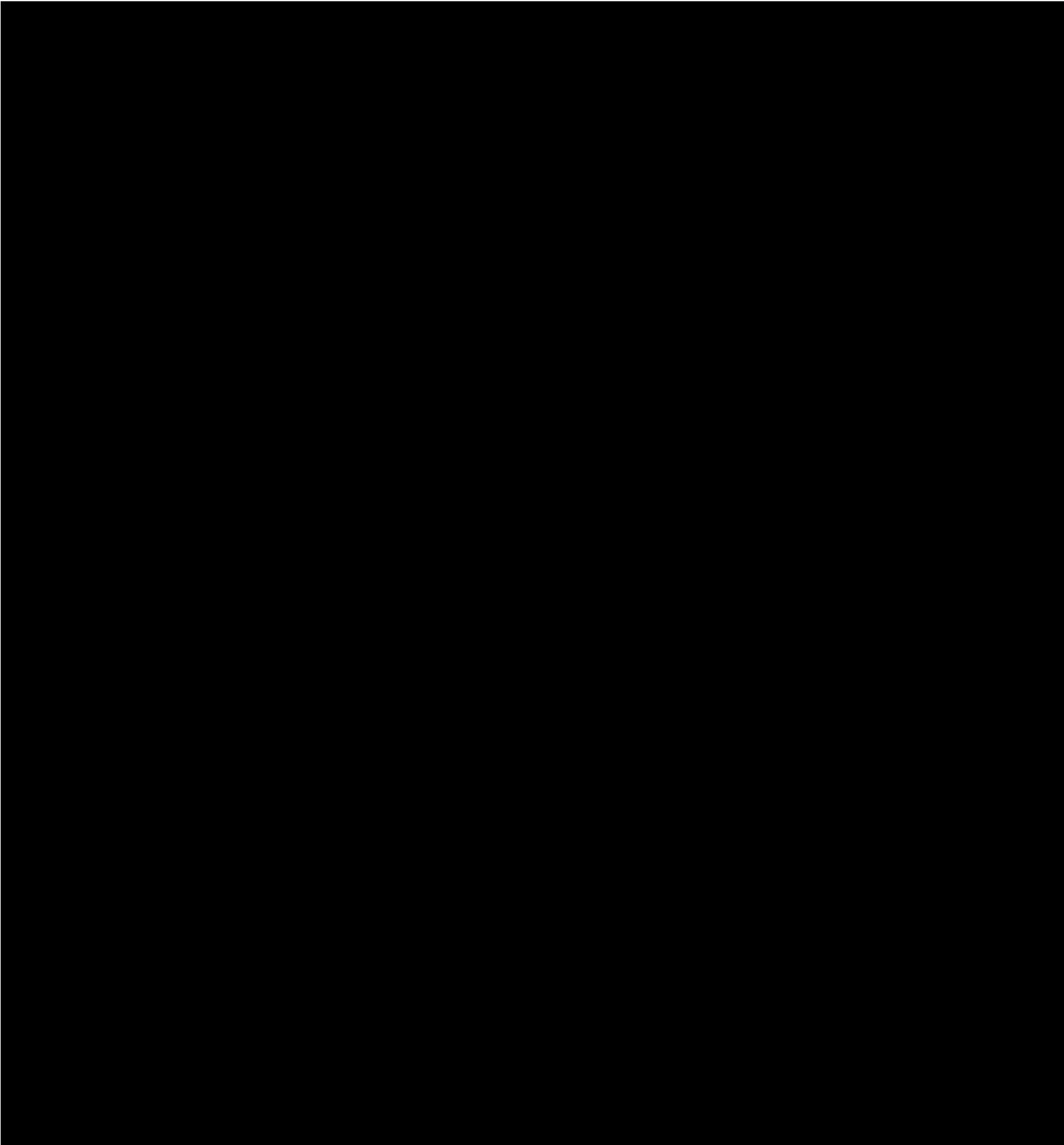


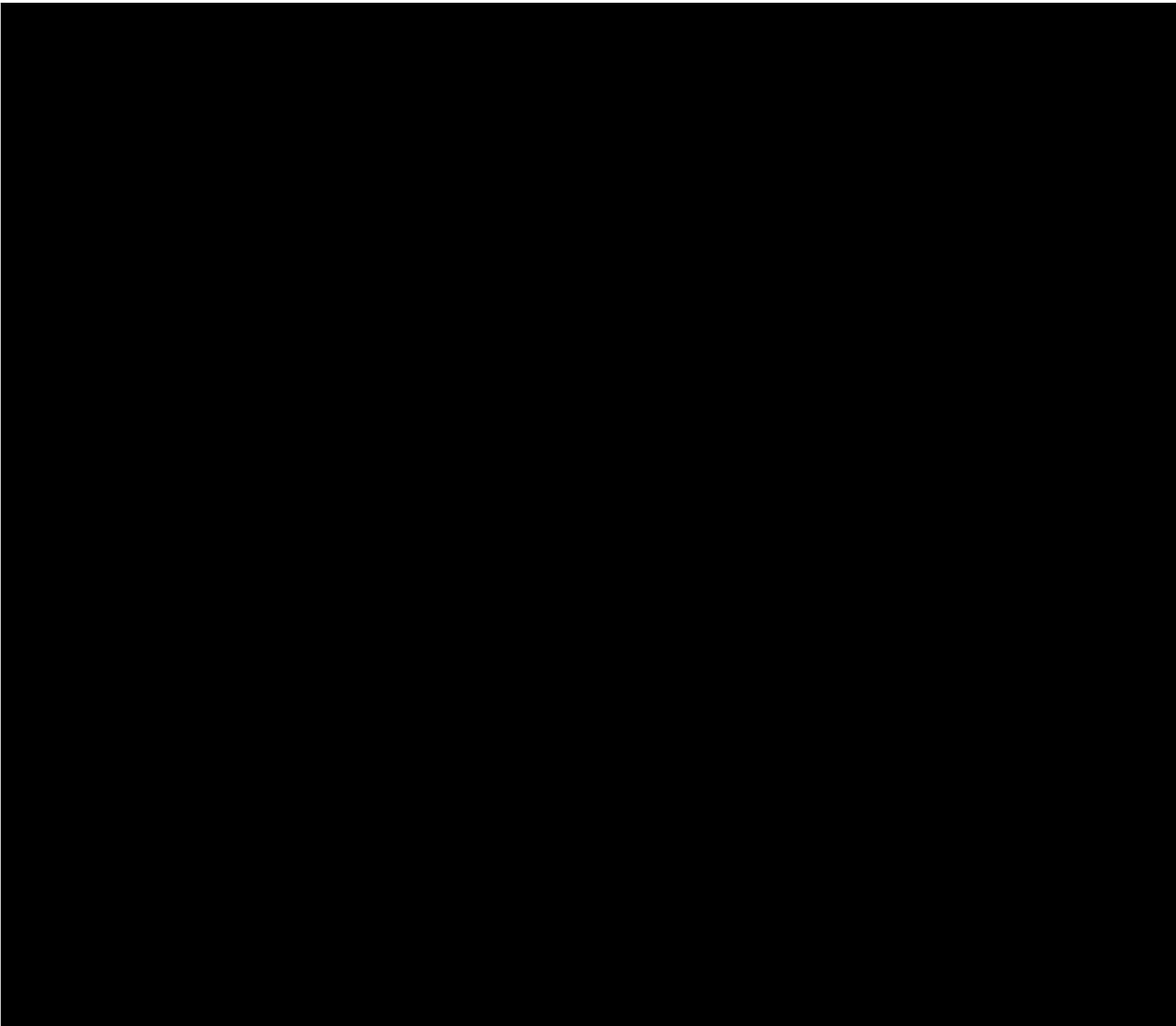






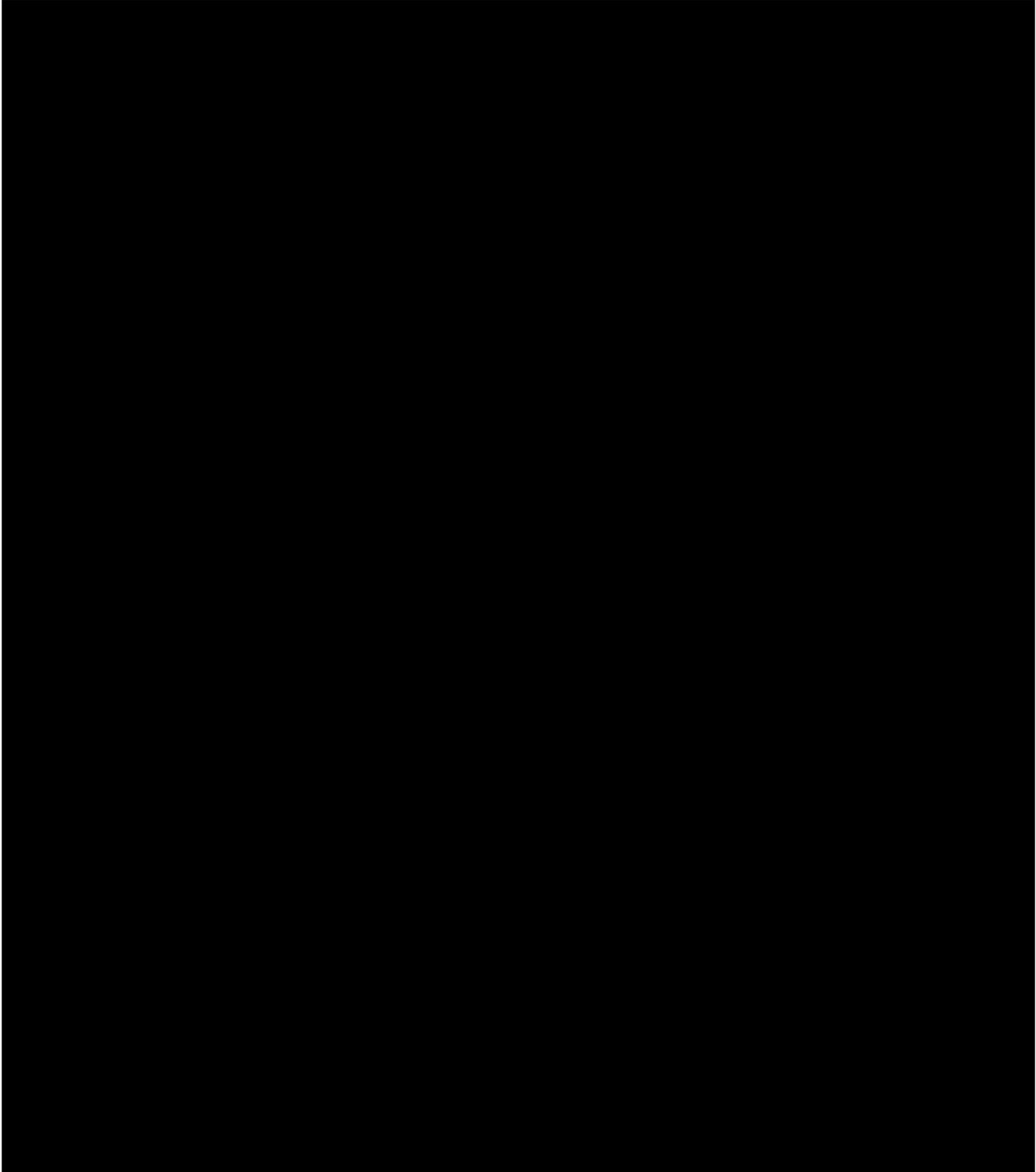


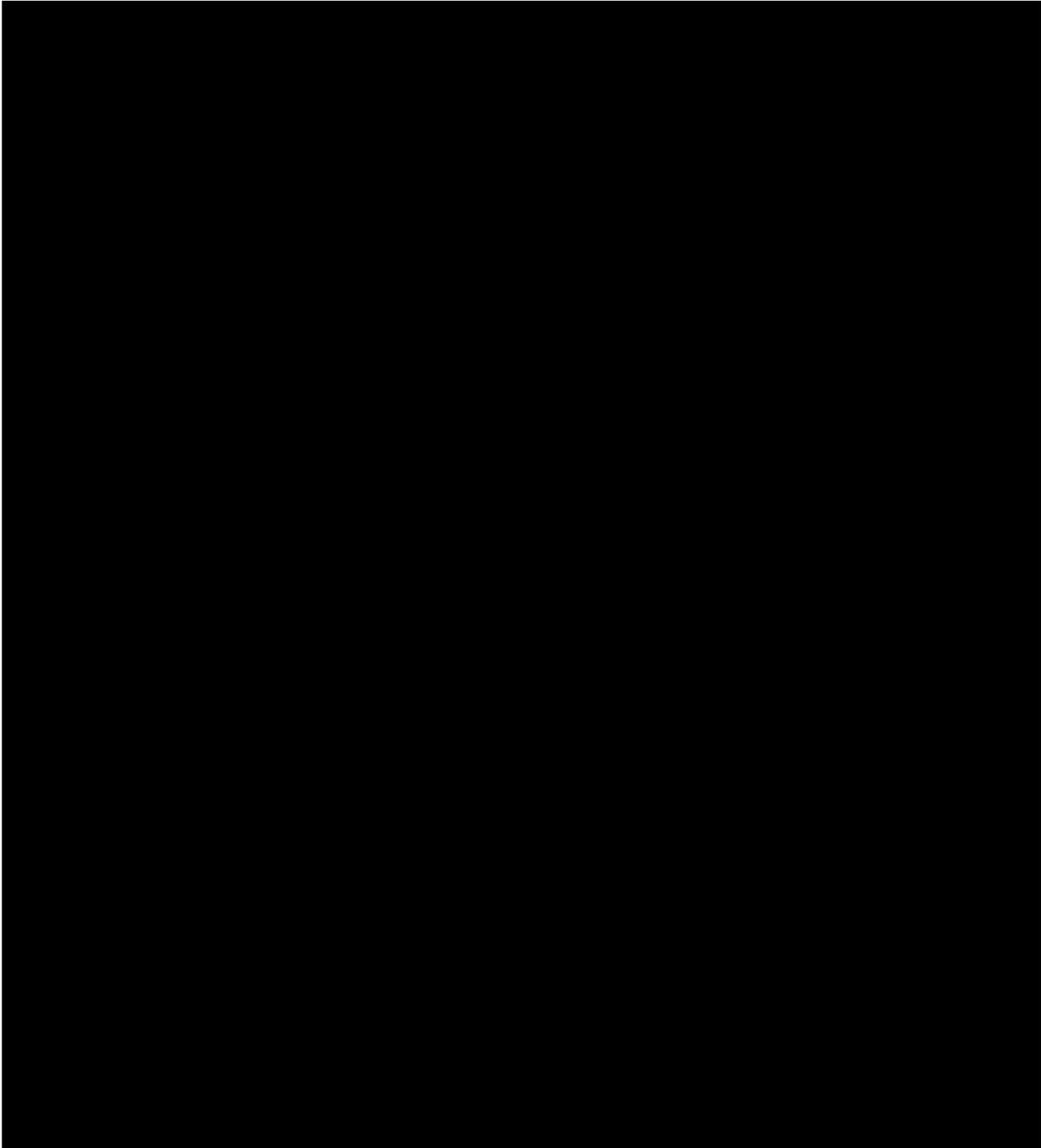


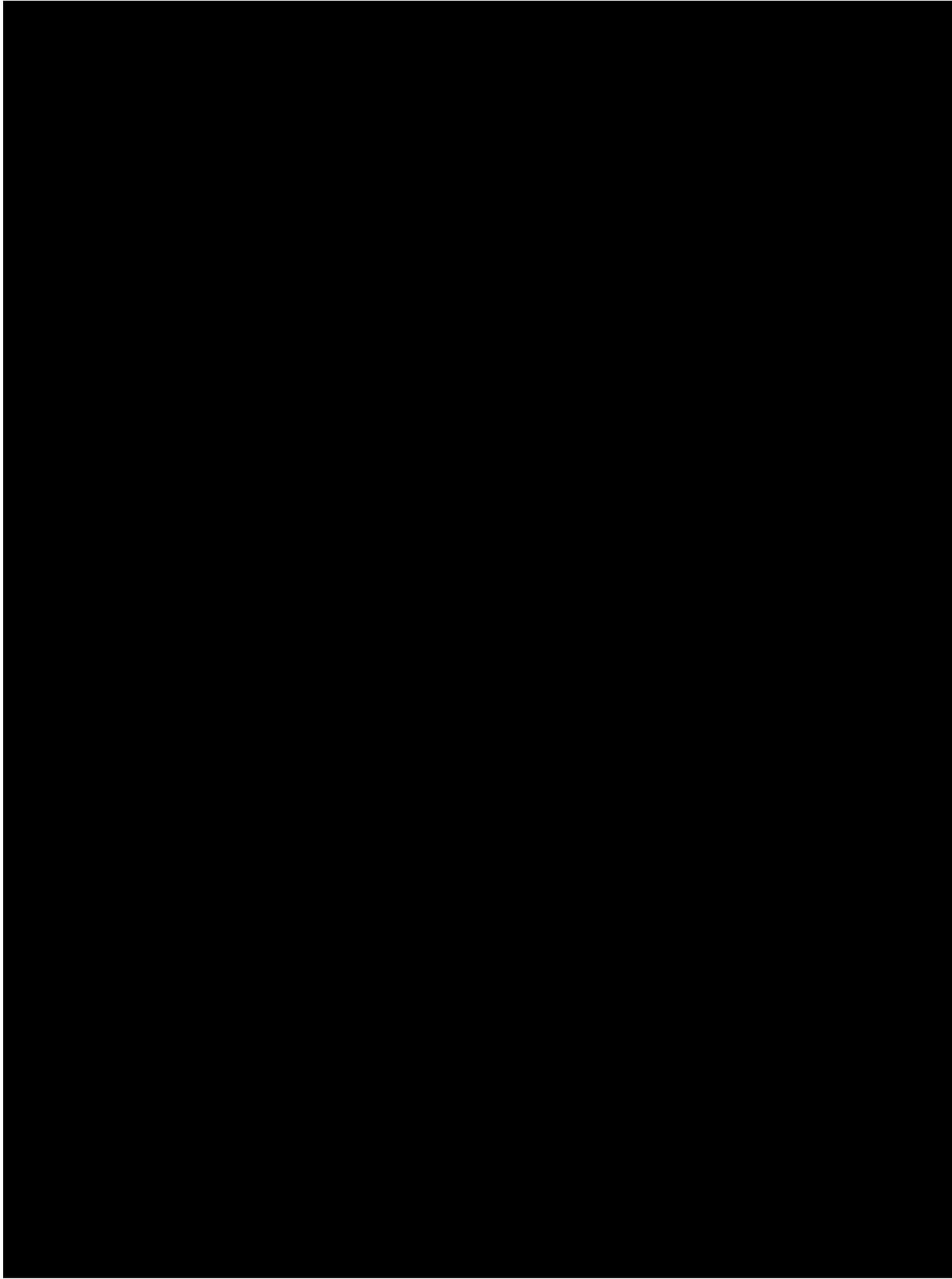


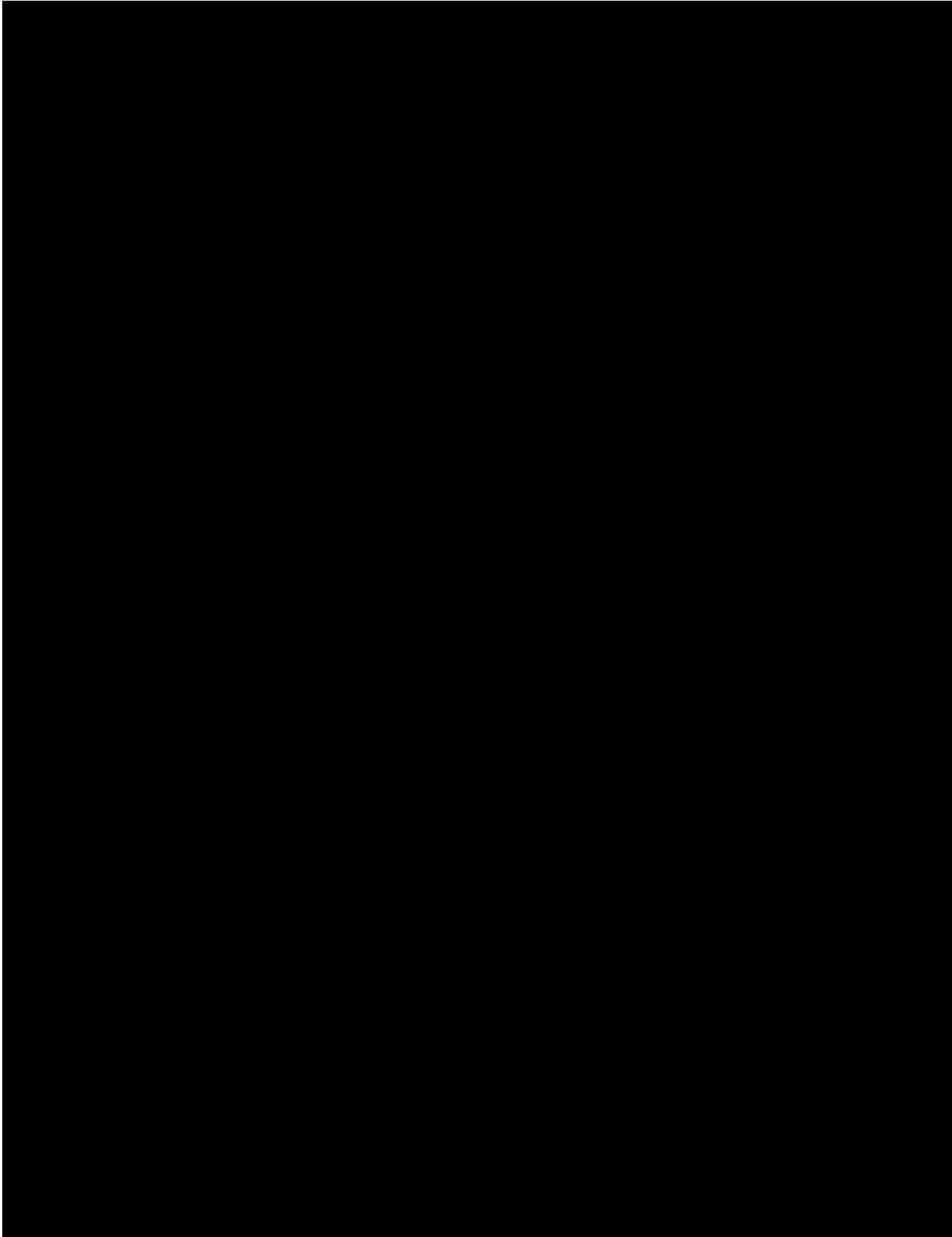
6. PROJECT DESIGN & BUILD (PRPRR-006)

Please provide a list and description of tasks that define the methodology and phases that you will use. The vendor shall be expected to use the standard SDLC methodology and environments.



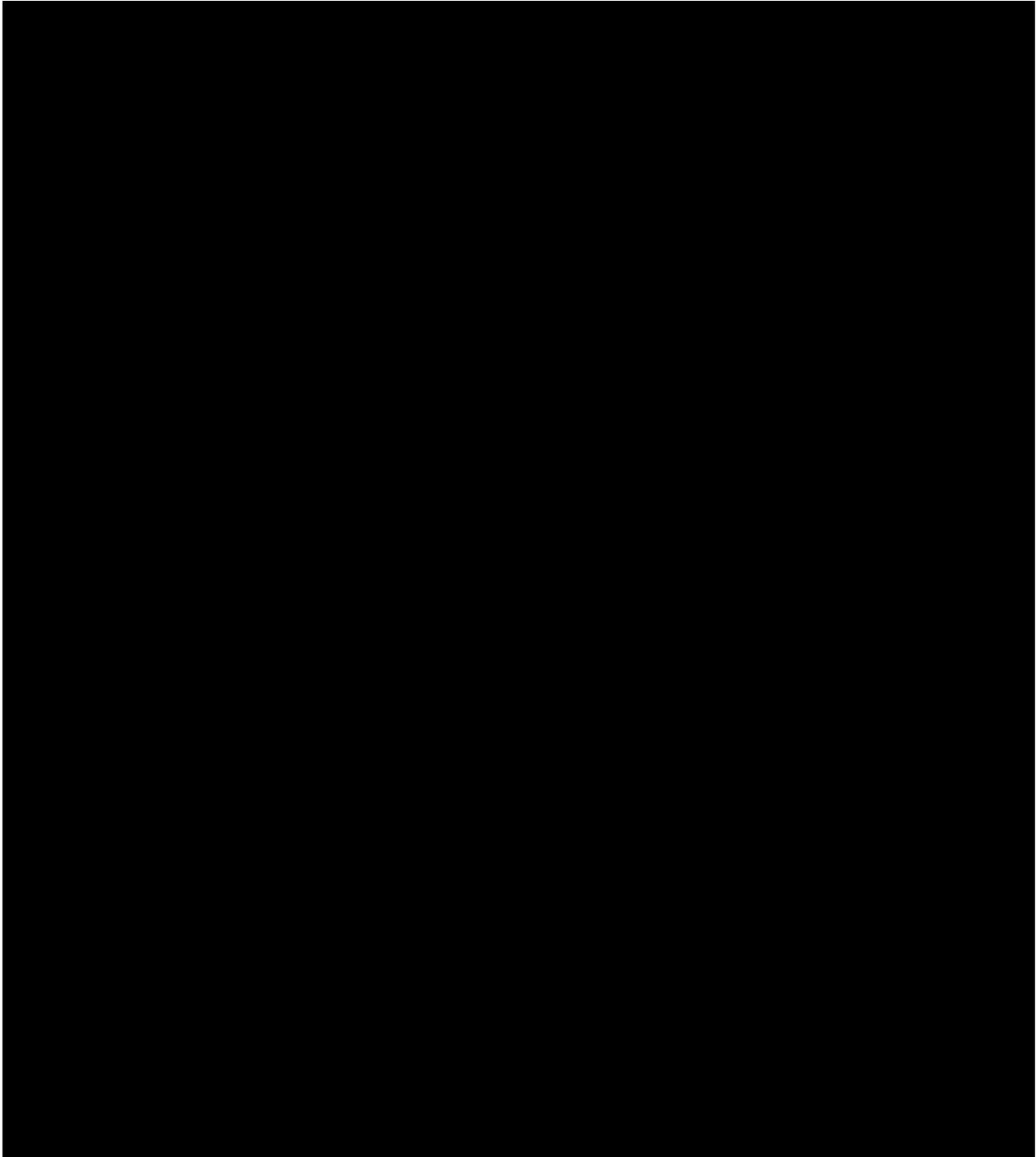


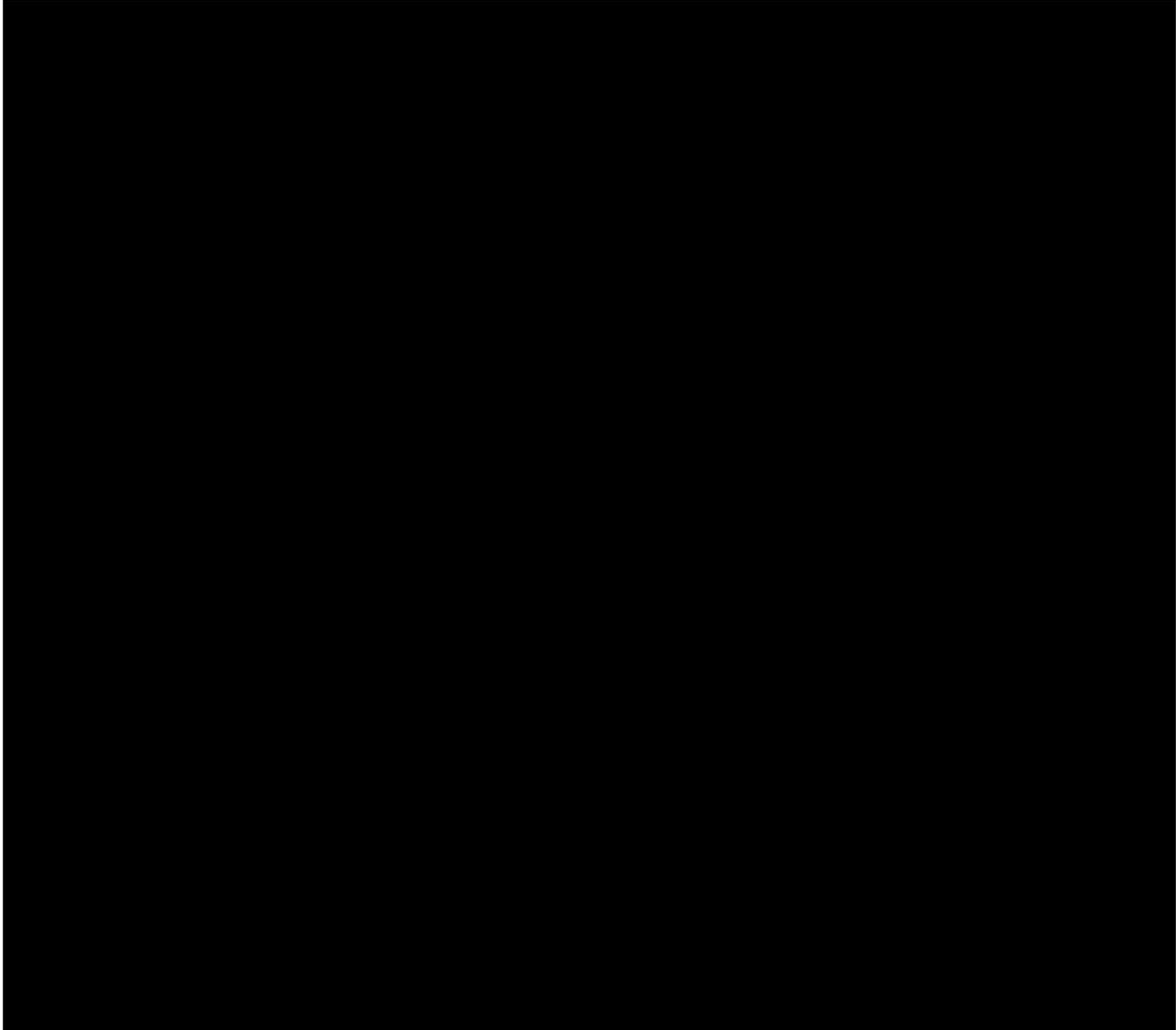




7. CUT OVER (PRPRR-007)

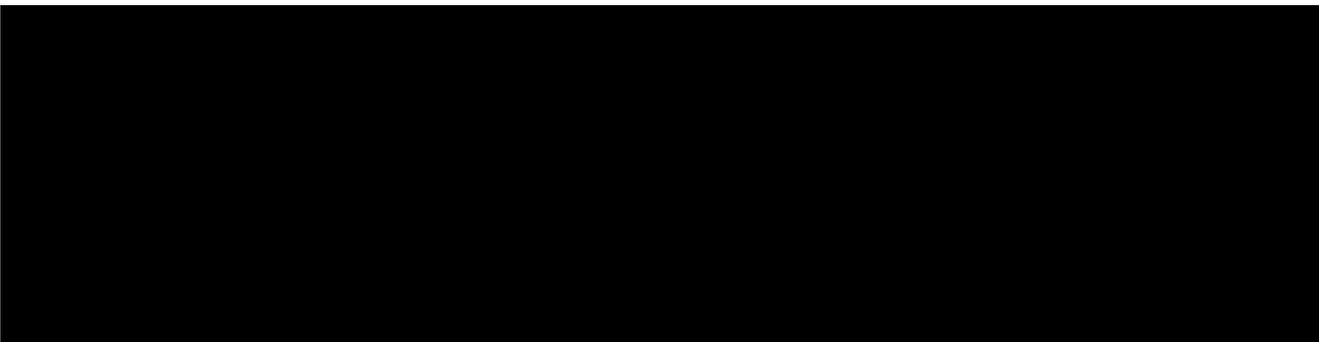
Please provide a list and description of how you would approach and plan a cutover for this project.

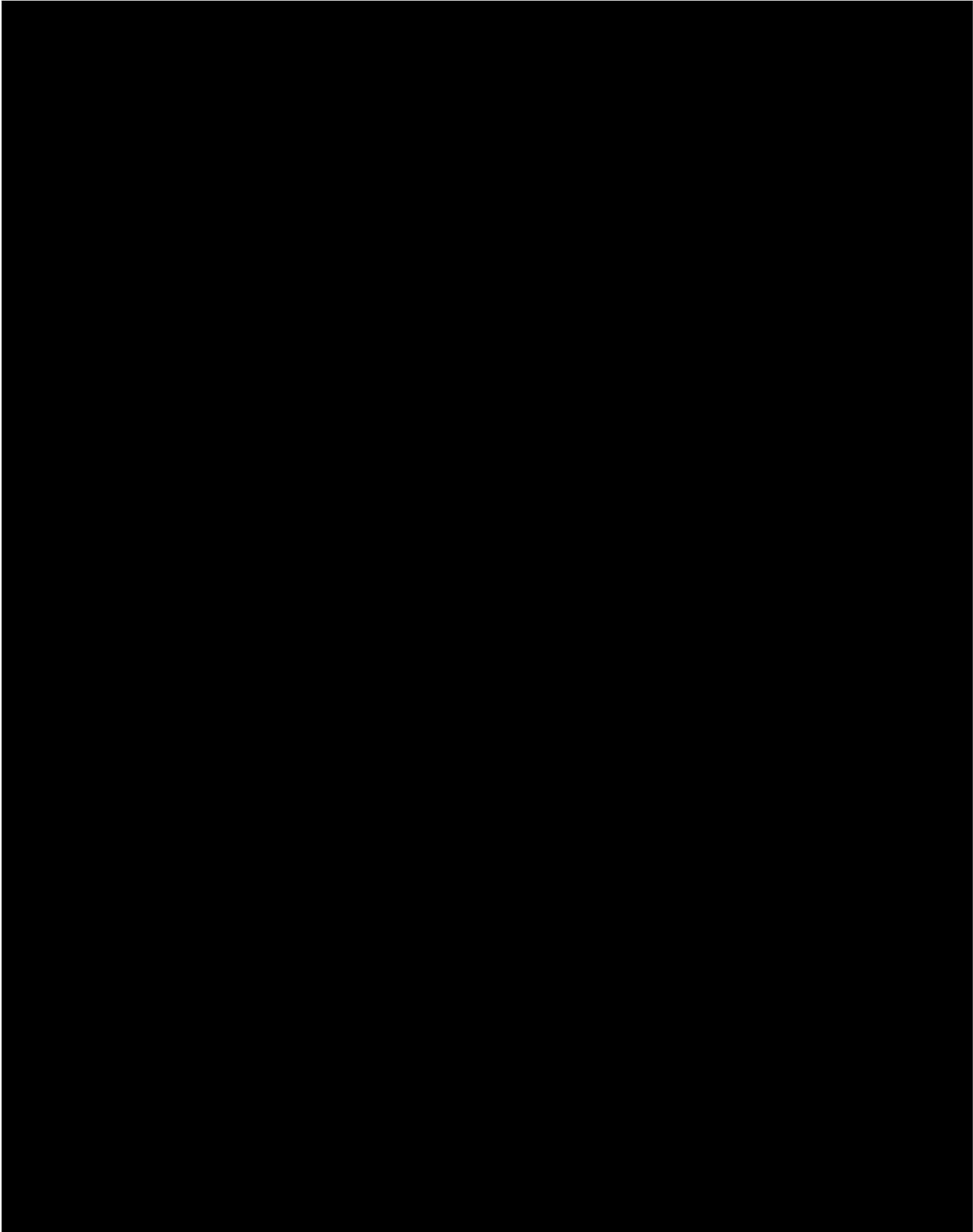




8. OTHER CAPABILITIES (PRPRR-009)

Please provide a list and description of innovative capabilities that we be included in the scope of your HCM and Payroll System implementation.





Technical Proposal

RFP 19-105 Attachment F4 – Approach Template

The State is requesting a thorough implementation strategy, approach and plan. The Respondent should thoroughly describe their implementation strategy and approach below in this template including why it would be the best approach from timeline, costs, benefits and risk perspectives. The strategy and approach must include the scope and timeline for each phase and must be consistent with all other parts of your proposal including the Cost Proposal, Staffing Plan and Project Plan templates.

The specific scope of each phase, including HCM and Payroll processes to be implemented, should be defined based on the Respondent's knowledge of PeopleSoft 9.2 HCM capabilities, State HCM and Payroll processes, and state government HCM and Payroll Best Practices.

This strategy and approach should demonstrate to the State that the Respondent has attained a high level of PeopleSoft HCM/Payroll transformation and implementation expertise, a high level of HCM/Payroll knowledge and an excellent understanding of the operational integration required by the business processes of state personnel and payroll departments. The Respondent should demonstrate to the State they have an implementation approach and strategy that will drive project success and provide maximum benefit.

Vendor Response:

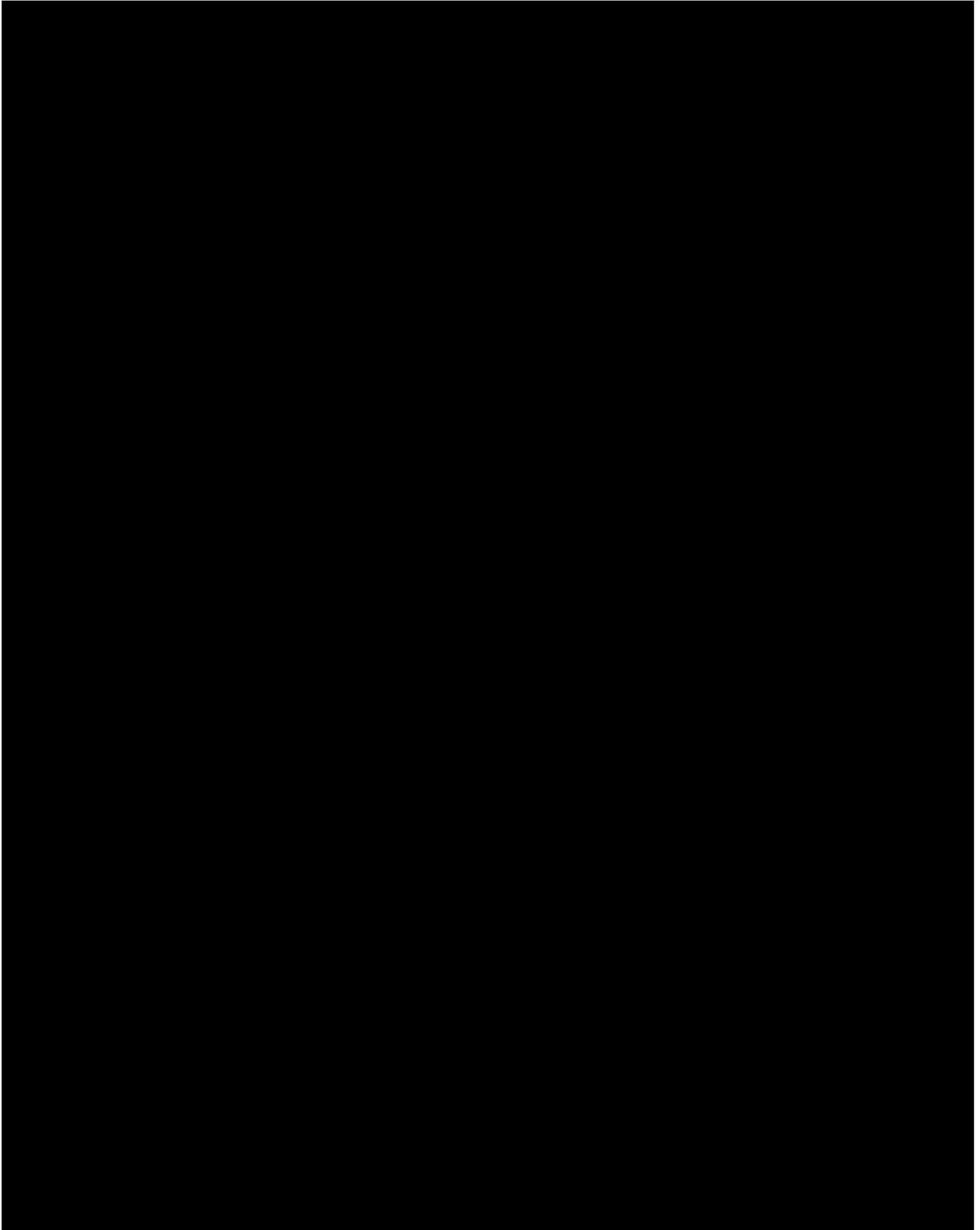
This template must be submitted as a Microsoft Word document.

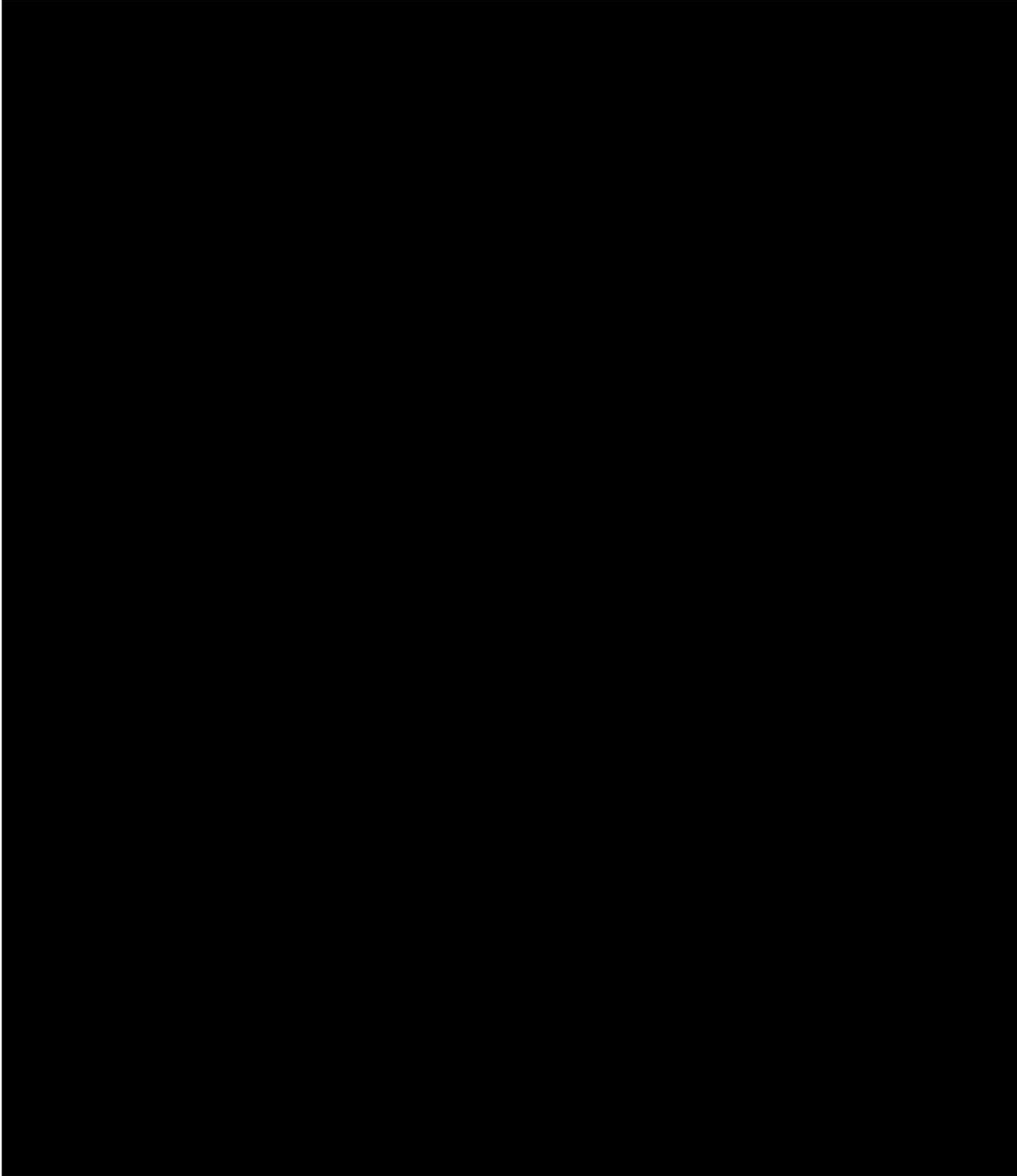


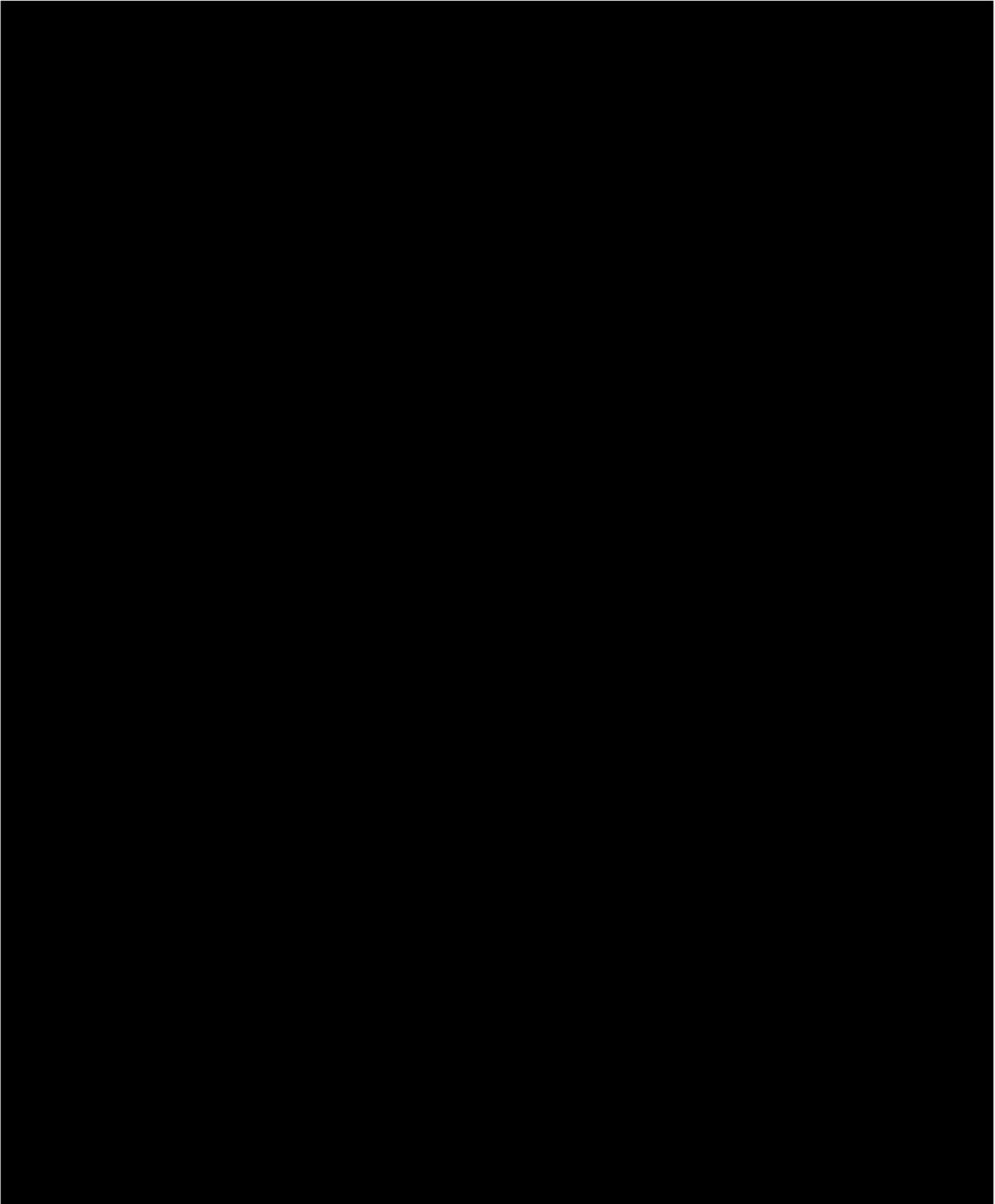
DETAILS
MATTER

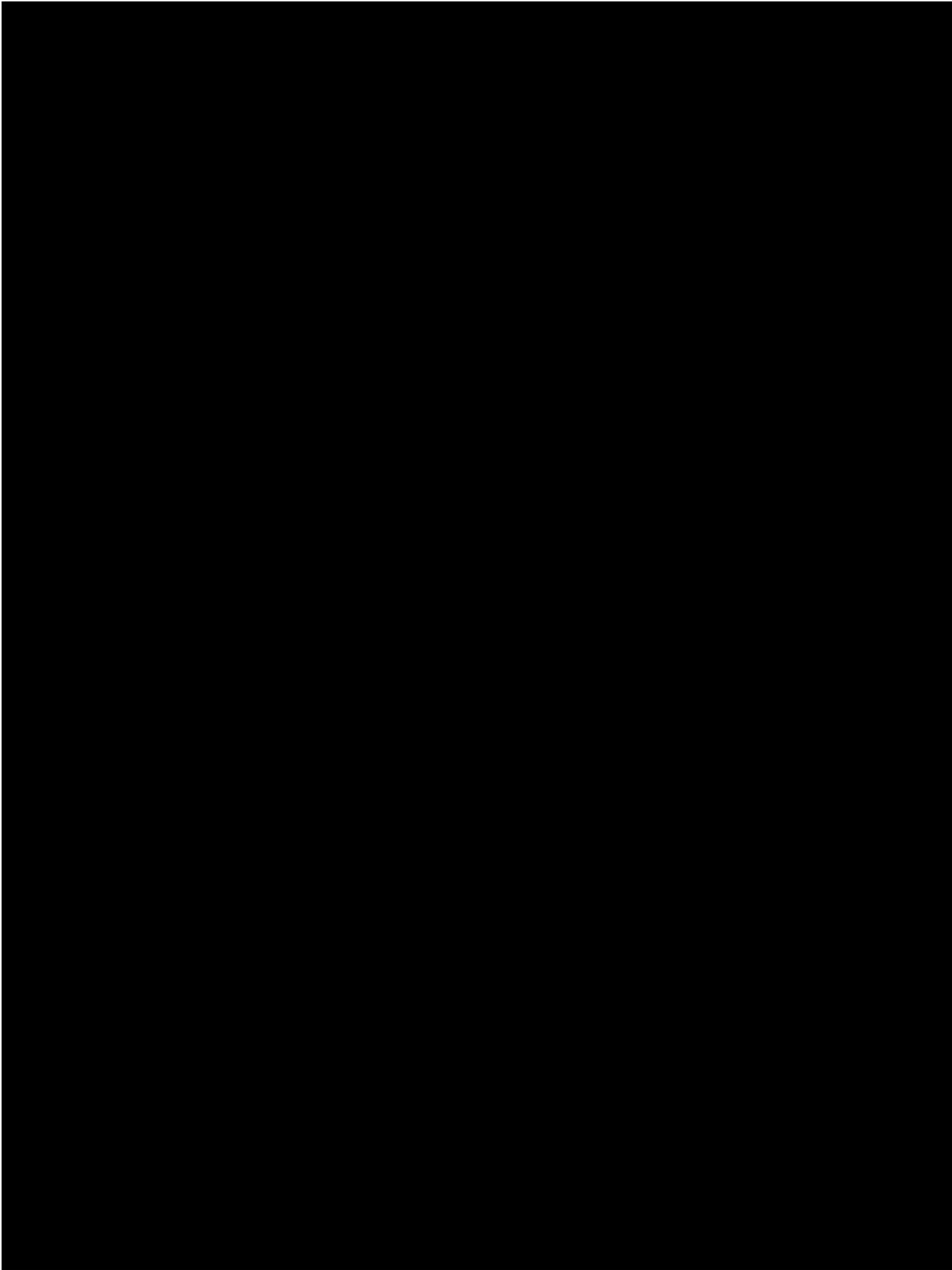
ATTACHMENT F4 APPROACH TEMPLATE

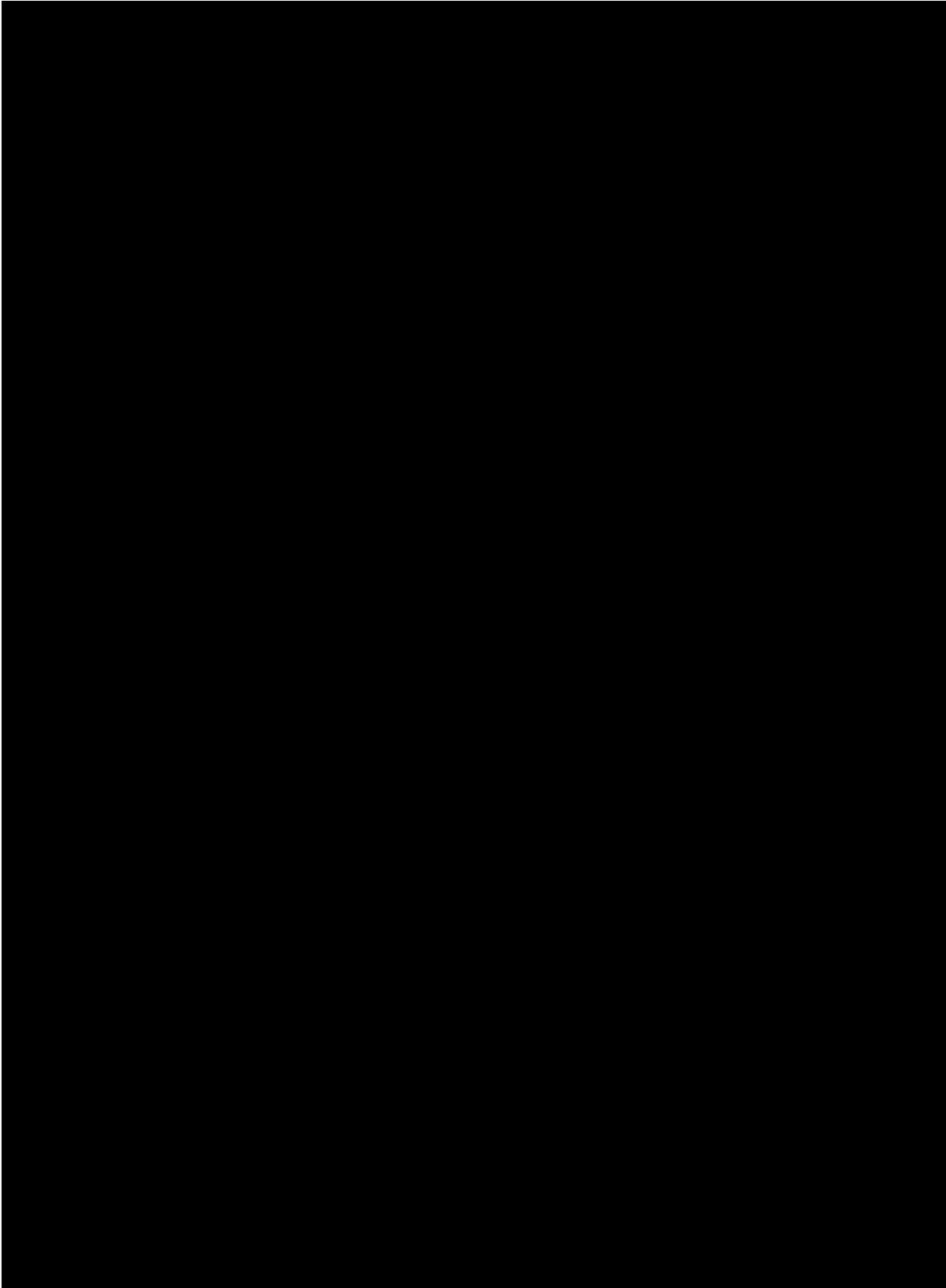


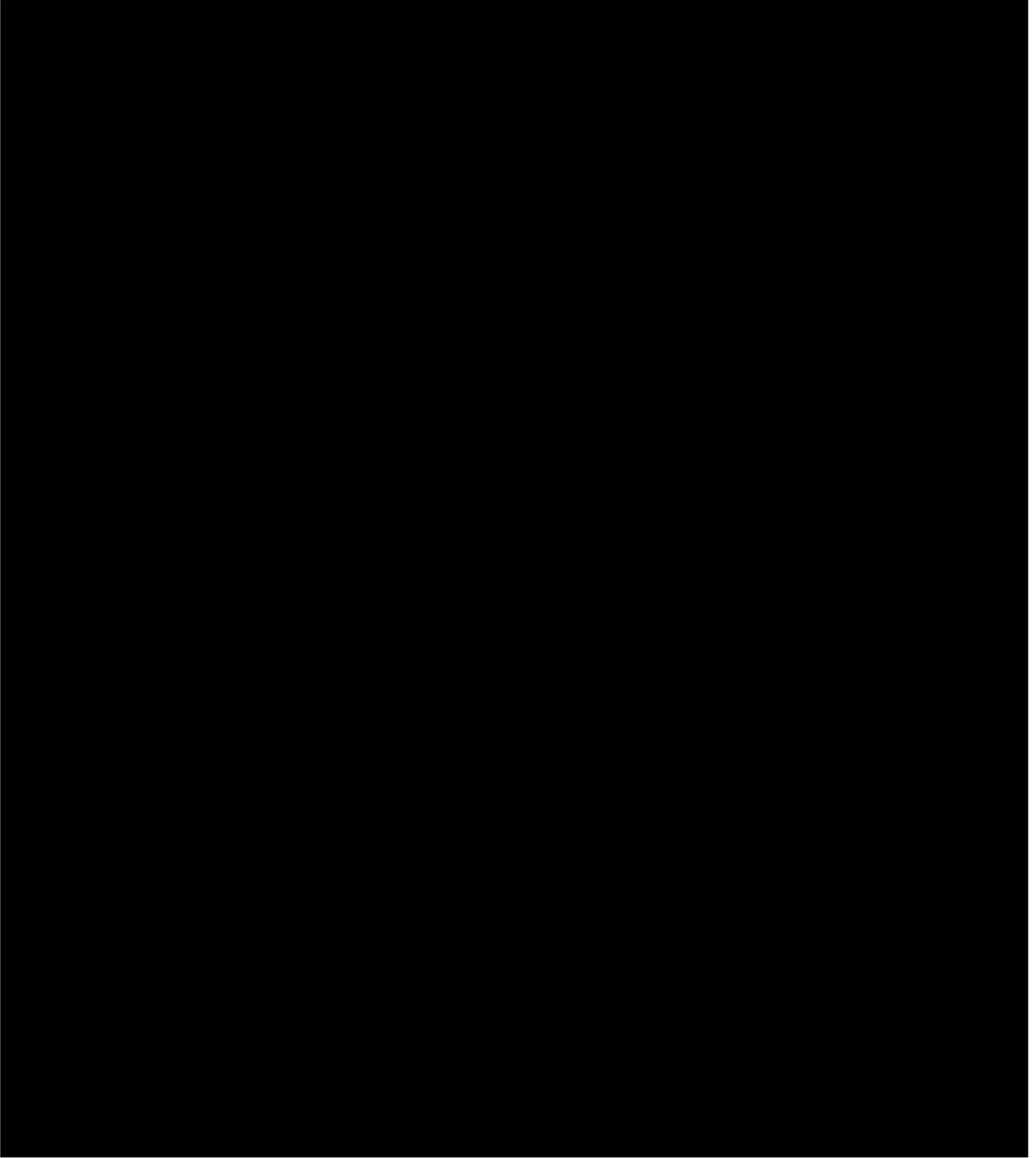


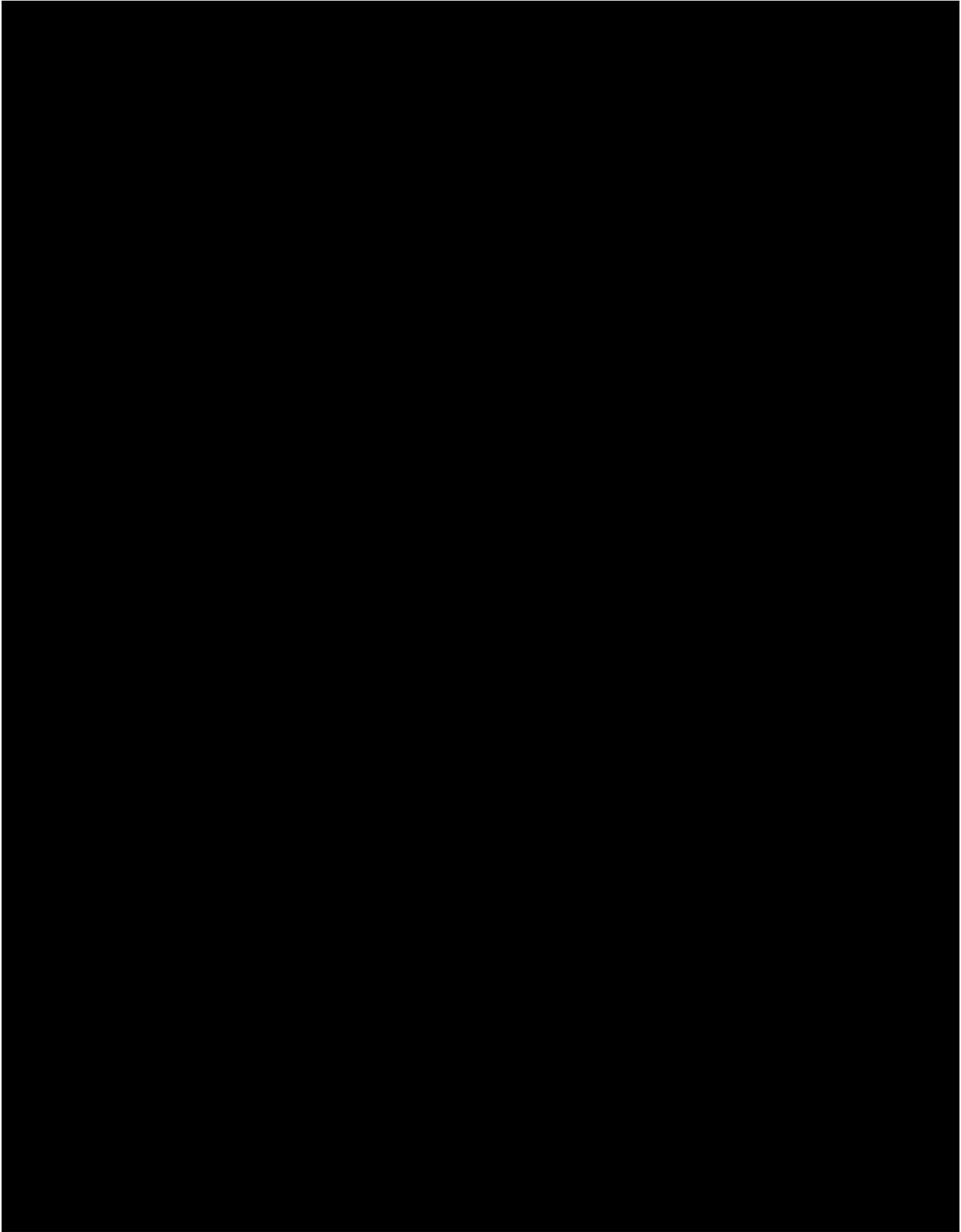


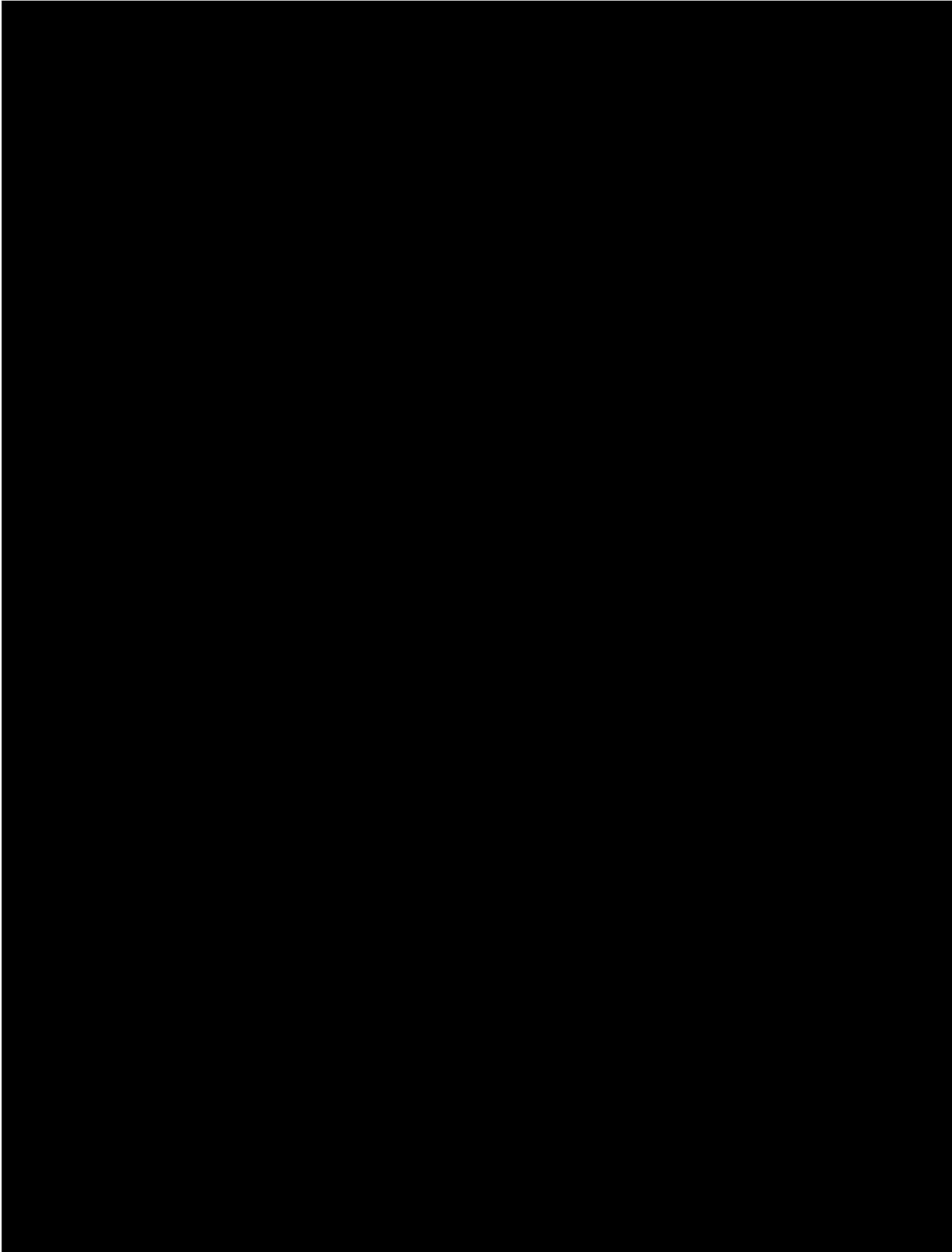


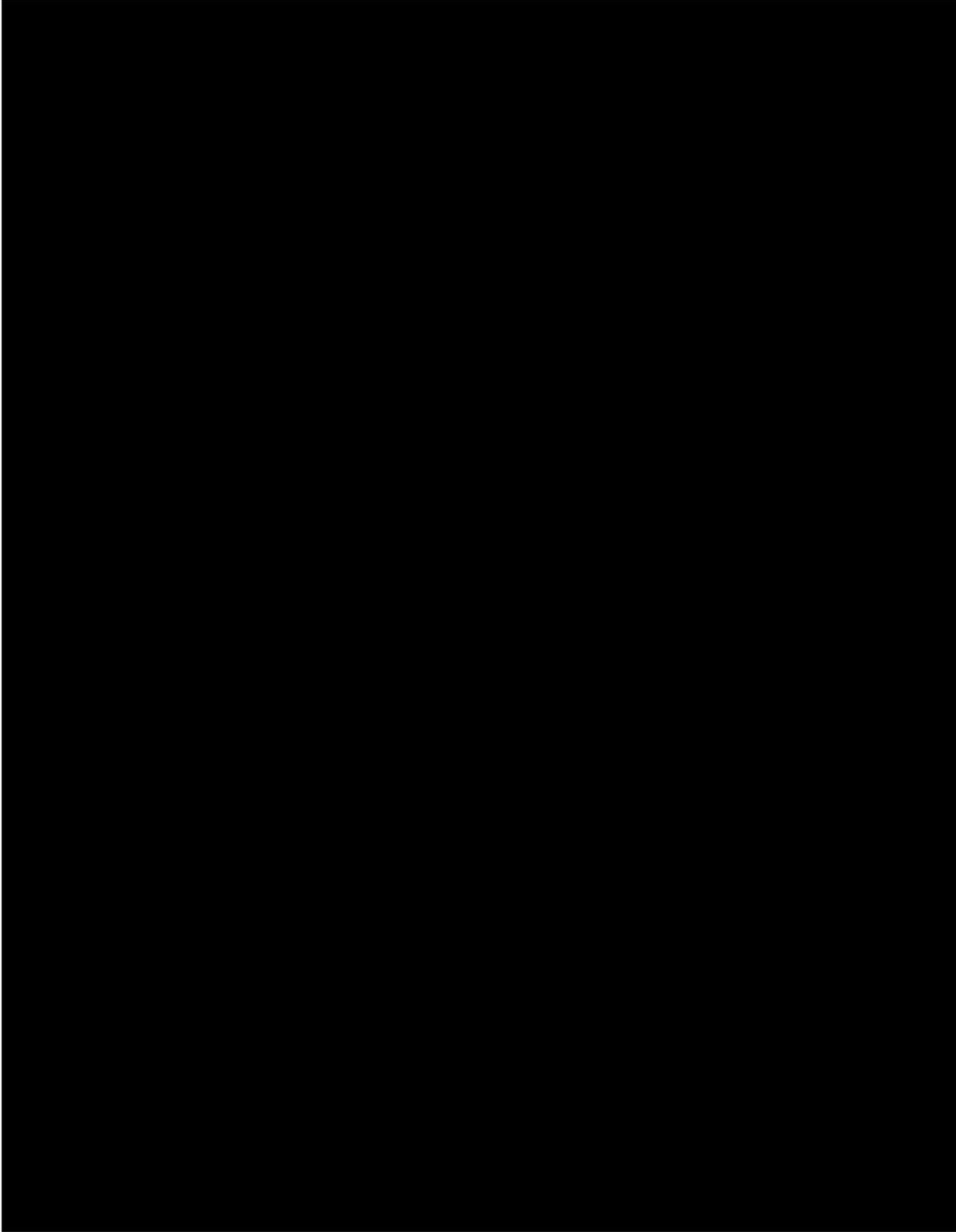


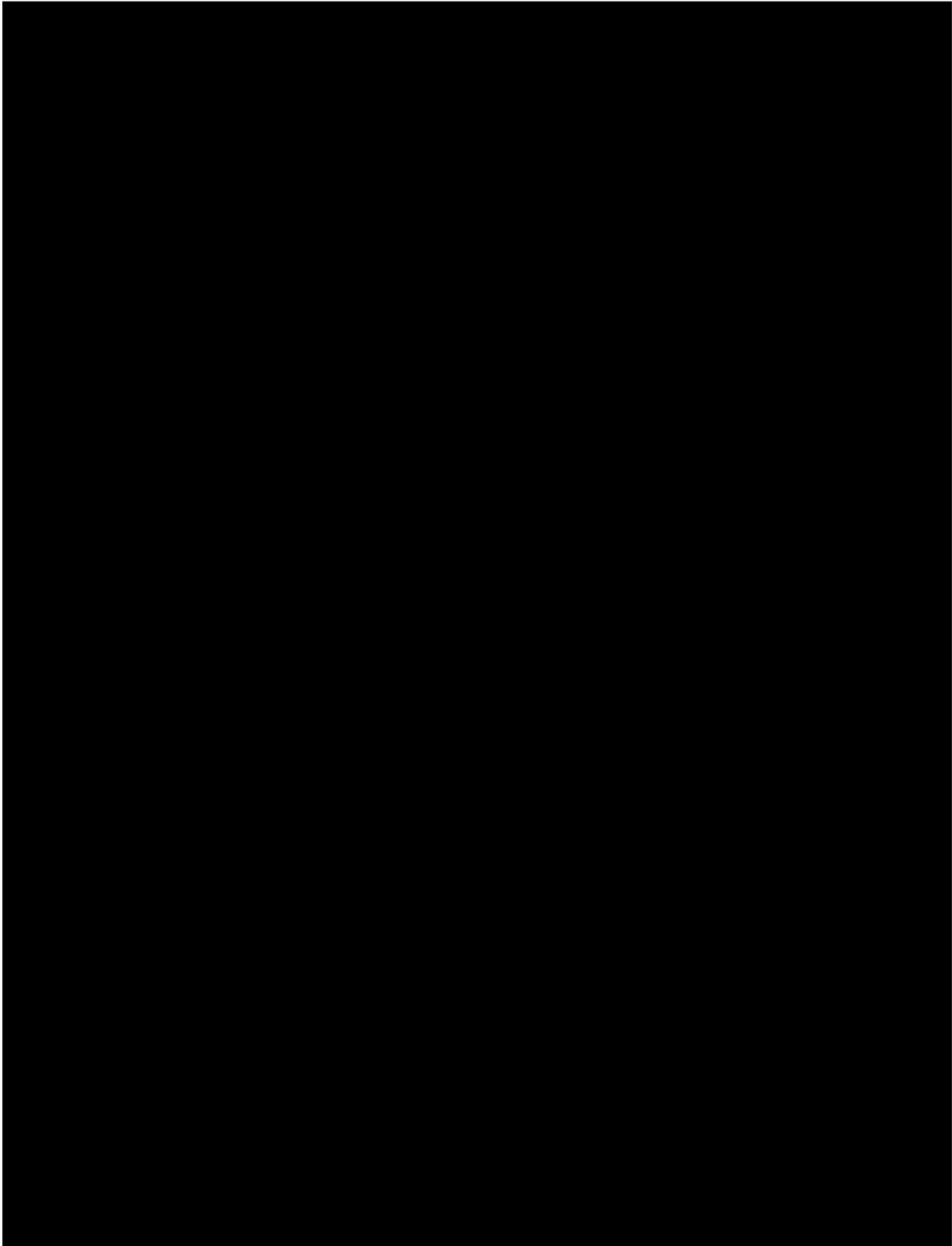


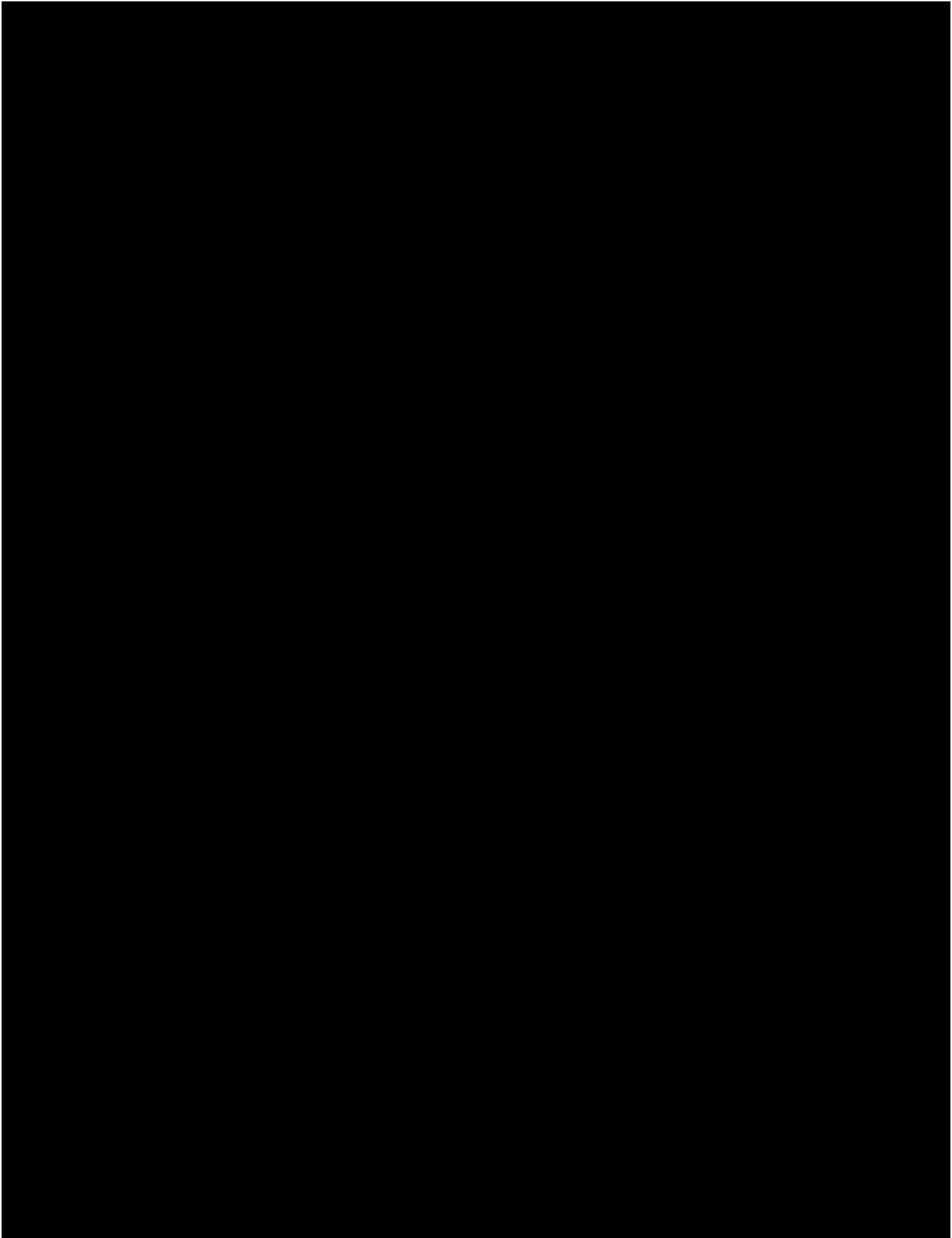


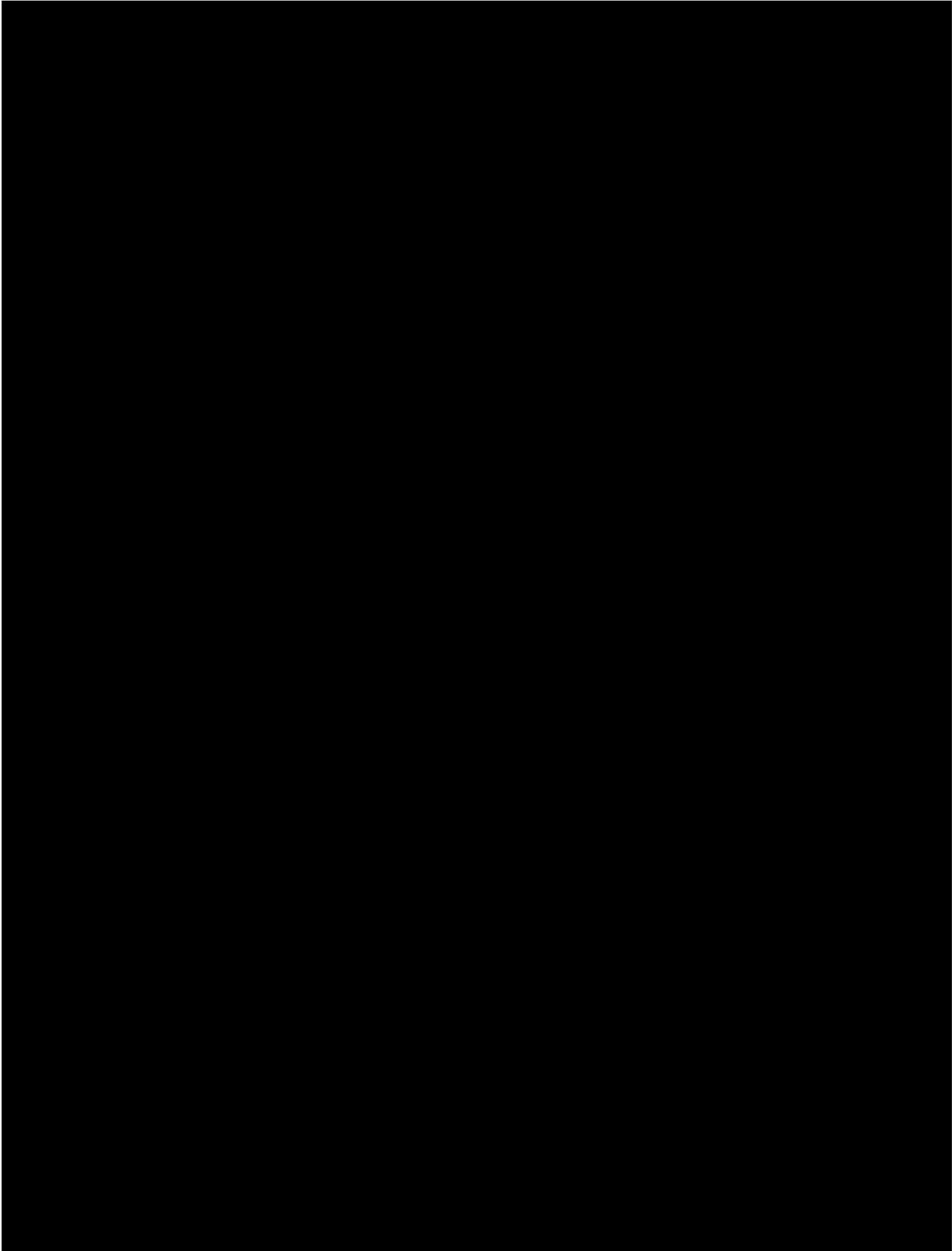


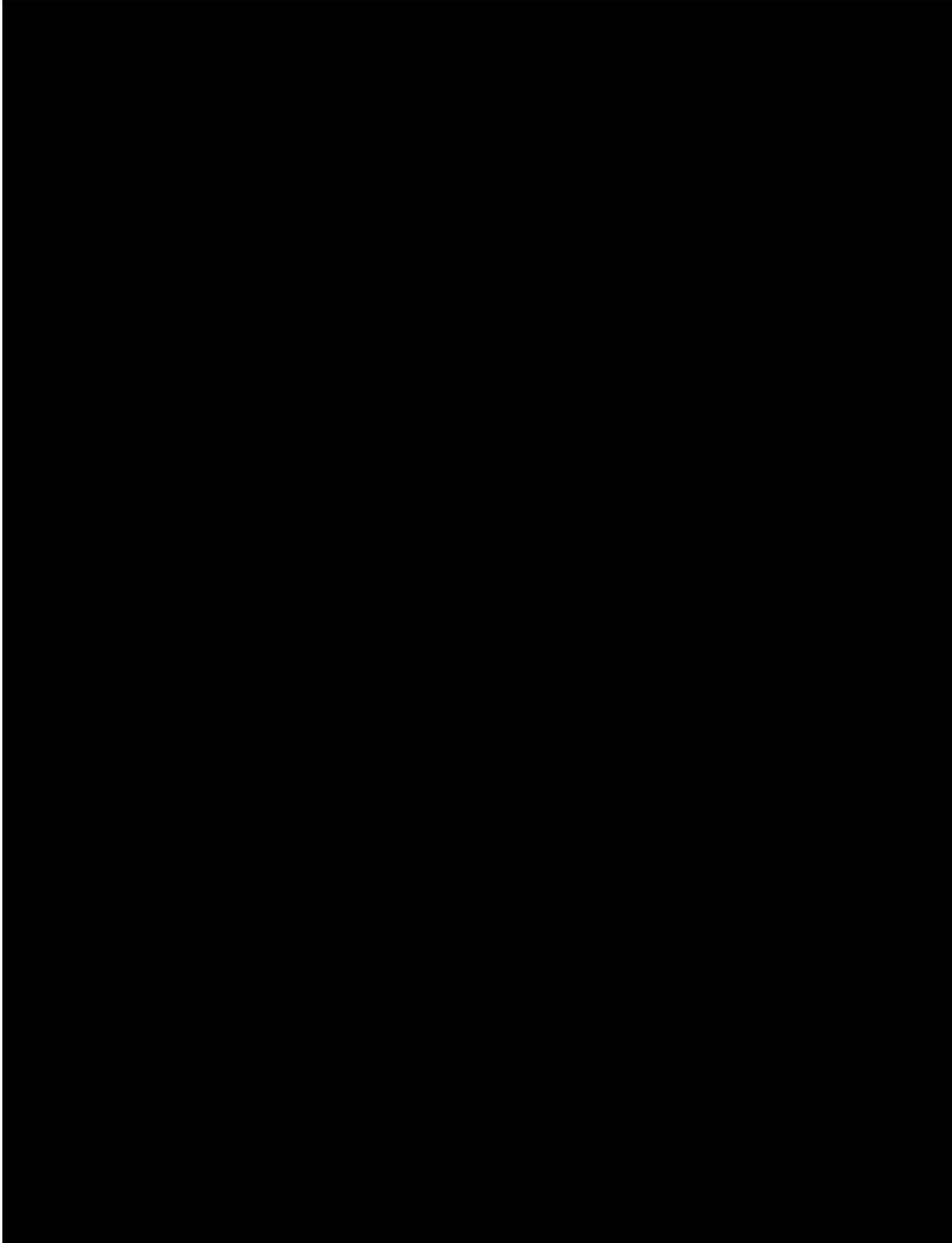


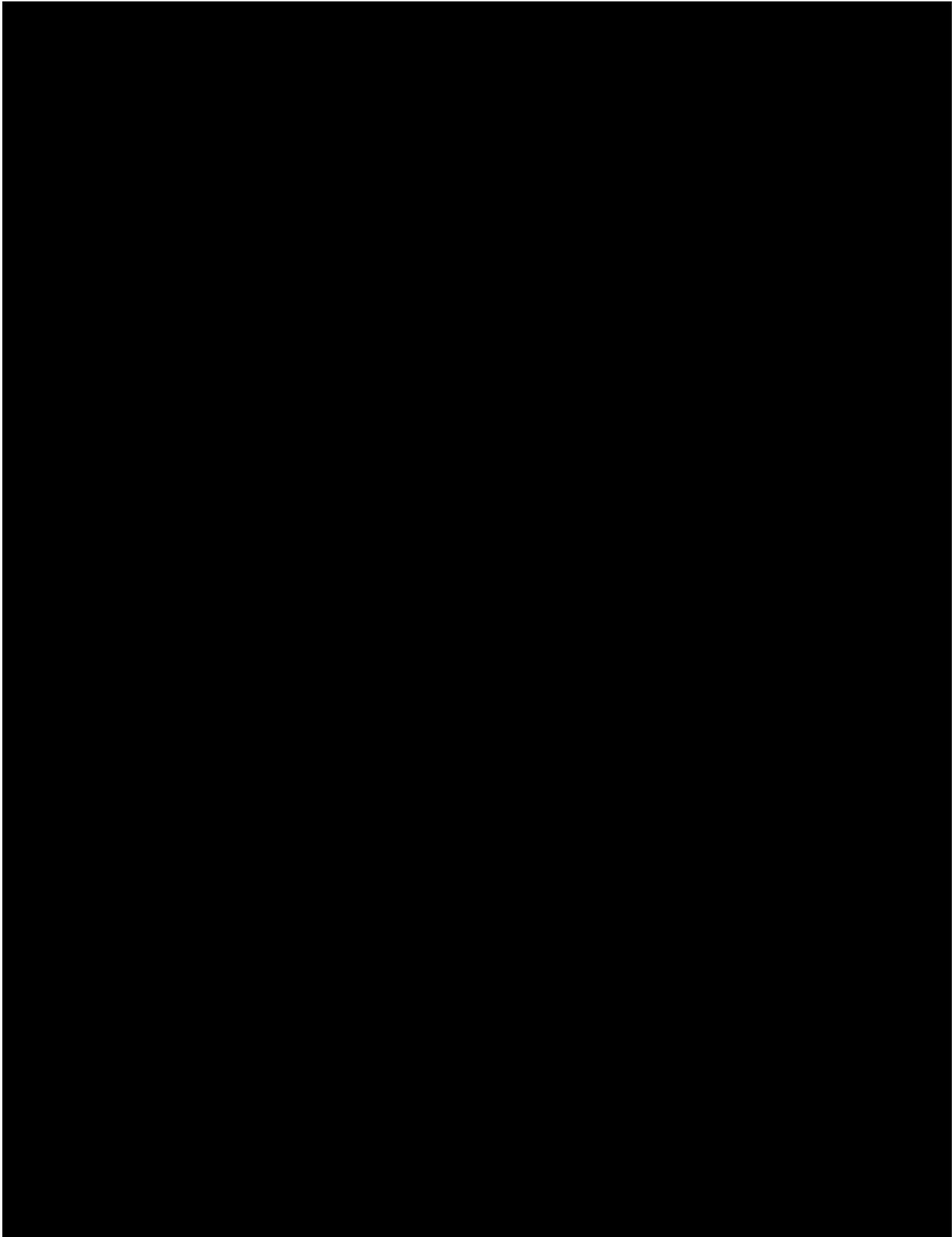


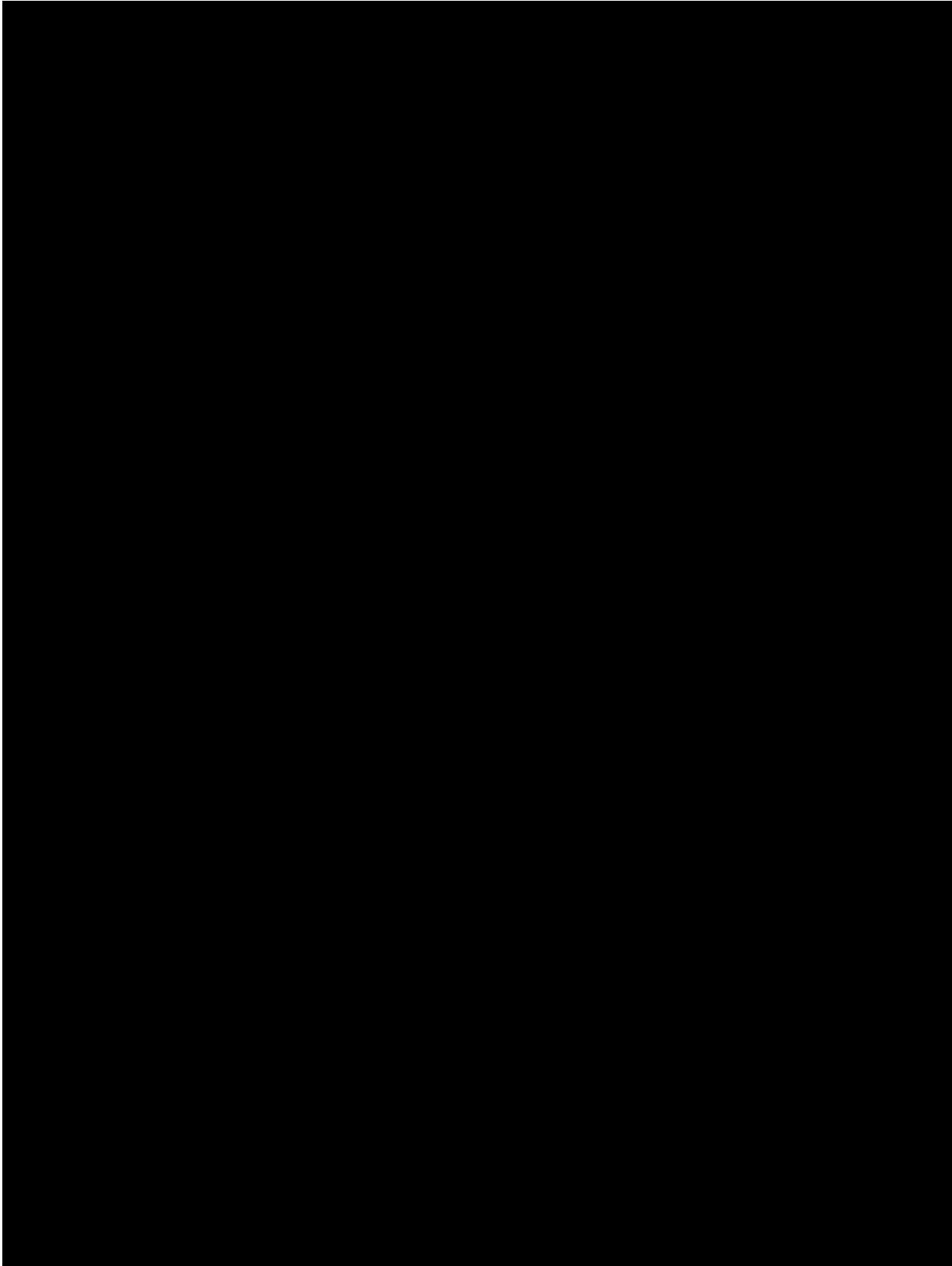


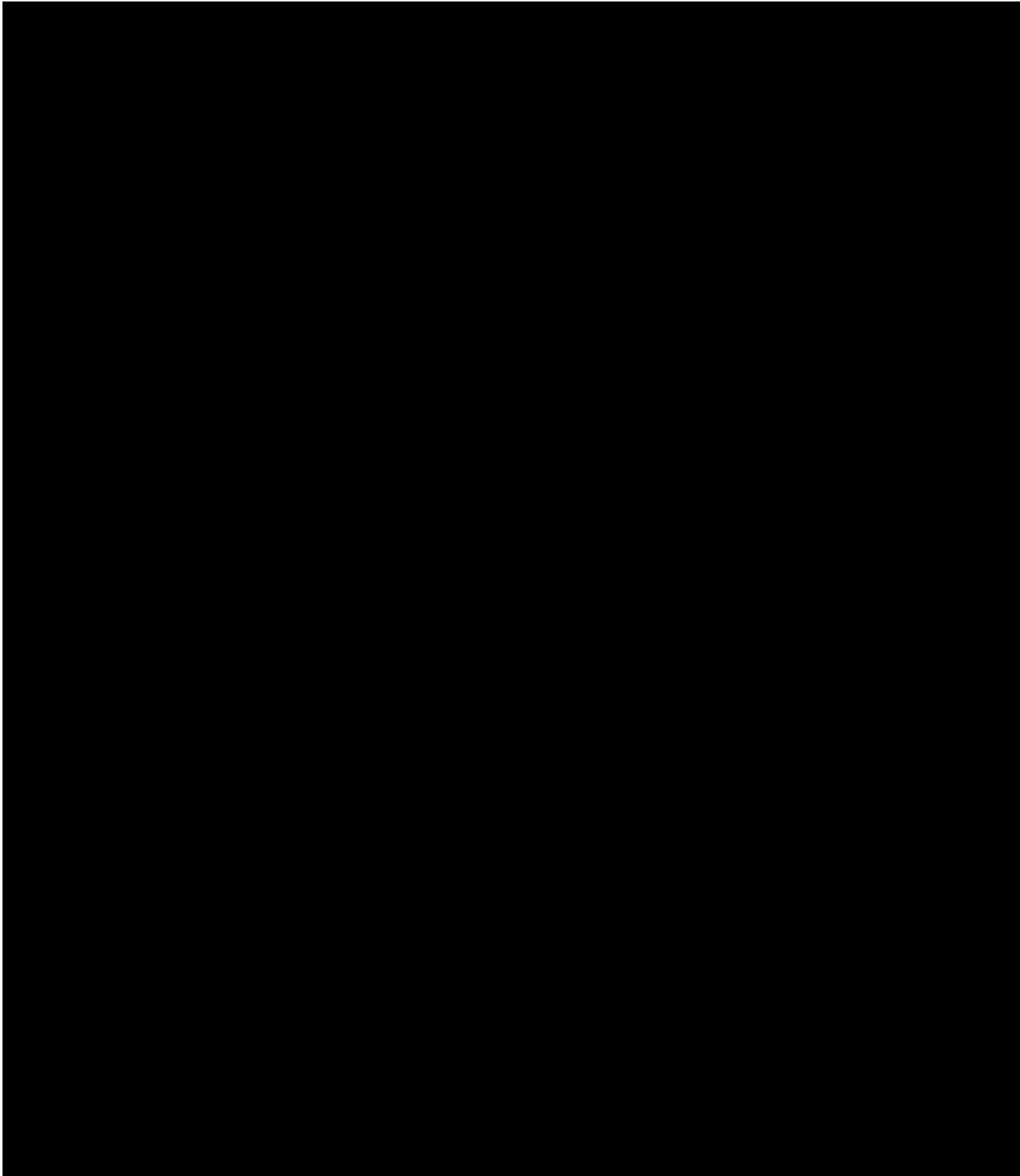












ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
1	1	State of Indiana HCM-Payroll Modernization Project	Mon 2/3/20	Mon 1/31/22								
2	1.1	Plan	Mon 2/3/20	Tue 3/31/20								
3	1.1.1	1050 Project Management	Mon 2/3/20	Fri 2/28/20								
4	1.1.1.1	1051 Mobilize Initial Team	Mon 2/3/20	Fri 2/28/20								
5	1.1.1.2	1055 Establish Governance	Mon 2/3/20	Fri 2/28/20								
6	1.1.1.3	1058 Engagement Management	Mon 2/3/20	Fri 2/28/20								
7	1.1.2	1200 Change Management	Mon 2/3/20	Fri 2/28/20								
8	1.1.2.1	1220 Develop Initial Communication Strategy	Mon 2/3/20	Fri 2/28/20								
9	1.1.2.2	1225 Develop Initial Plan Change Management	Mon 2/3/20	Fri 2/28/20								
10	1.1.3	1300 Technical Architecture	Mon 2/3/20	Fri 2/28/20								
11	1.1.3.1	1355 Establish Project SharePoint	Mon 2/3/20	Fri 2/28/20								
12	1.1.3.2	1360 Plan AESG instance	Mon 2/10/20	Fri 2/21/20								
13	1.1.4	DEL - Statement of Work	Mon 2/3/20	Fri 2/28/20								
14	1.1.5	DEL - Implementation Plan	Mon 2/3/20	Tue 3/31/20								
15	1.2	Payroll/ Absence Management Implementation	Mon 3/2/20	Thu 12/31/20								
16	1.2.1	2000 Initiate	Mon 3/2/20	Fri 5/29/20								
17	1.2.1.1	2050 Project Management	Mon 3/2/20	Fri 5/29/20								
18	1.2.1.1.1	2058 Engagement Management	Mon 3/2/20	Fri 5/29/20								
19	1.2.1.2	2100 Functional	Mon 3/2/20	Fri 5/29/20								
20	1.2.1.2.1	Review and Assess Compare Reports	Mon 3/2/20	Fri 5/29/20								
21	1.2.1.2.2	2121 Identify Application Requirements	Mon 3/2/20	Fri 5/29/20								
22	1.2.1.2.3	2127 Assess Process Gaps	Mon 3/2/20	Fri 5/29/20								
23	1.2.1.2.4	2142 Analyze User Roles	Mon 3/2/20	Fri 5/29/20								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
24	1.2.1.2.5	2155 Define RICEFW Inventories	Mon 3/2/20	Fri 5/29/20								
25	1.2.1.2.6	2175 Analyze Integration Solution	Mon 4/6/20	Fri 5/29/20								
26	1.2.1.2.7	2183 Plan System Test	Mon 5/4/20	Fri 5/29/20								
27	1.2.1.2.8	2185 Plan Performance Test	Mon 5/4/20	Fri 5/29/20								
28	1.2.1.2.9	2186 Plan Payroll Parallel Test	Mon 5/4/20	Fri 5/29/20								
29	1.2.1.2.1	2187 Plan User Acceptance Test	Mon 5/4/20	Fri 5/29/20								
30	1.2.1.2.1	2191 Confirm Application Analysis Deliverables	Mon 3/2/20	Fri 3/27/20								
31	1.2.1.2.1	T2199 Transition Application Analysis Deliverables	Mon 3/2/20	Fri 3/27/20								
32	1.2.1.3	2200 Change Management	Mon 3/2/20	Fri 5/29/20								
33	1.2.1.3.1	2225 Mobilize and Engage Change Network	Mon 3/2/20	Fri 5/29/20								
34	1.2.1.3.2	2229 Engage and Communicate with Stakeholders	Mon 3/2/20	Fri 5/29/20								
35	1.2.1.3.3	2233 Measure Change Progress	Mon 3/2/20	Fri 5/29/20								
36	1.2.1.3.4	2535 Analyze Training and Performance Support Needs	Mon 3/2/20	Fri 5/29/20								
37	1.2.1.3.5	6285 Support Change Adoption	Mon 3/2/20	Fri 5/29/20								
38	1.2.1.4	2300 Technical Architecture	Mon 3/2/20	Fri 5/29/20								
39	1.2.1.4.1	2300 Analyze Technical Architecture	Mon 3/2/20	Fri 3/27/20								
40	1.2.1.4.2	2321 Identify Technical Requirements	Mon 3/2/20	Fri 3/27/20								
41	1.2.1.4.3	2323 Define Application Architecture	Mon 3/2/20	Fri 3/27/20								
42	1.2.1.4.4	2325 Define Technical Architecture	Mon 3/2/20	Fri 3/27/20								
43	1.2.1.4.5	2327 Assess Technical Architecture Gaps	Mon 3/2/20	Fri 3/27/20								
44	1.2.1.4.6	2378 Support Technology and Work Environment	Mon 3/2/20	Fri 5/29/20								
45	1.2.1.4.7	2391 Confirm Technical Architecture Analysis Deliverables	Mon 3/2/20	Fri 5/29/20								
46	1.2.2	DEL - Project Management Plan	Thu 4/30/20	Thu 4/30/20								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
47	1.2.3	DEL - Upgrade Strategy & Plan	Fri 5/29/20	Fri 5/29/20								
48	1.2.4	3000 Adopt	Fri 5/29/20	Wed 9/30/20								
49	1.2.4.1	3050 Project Management	Mon 6/1/20	Mon 8/31/20								
50	1.2.4.1.1	3058 Engagement Management	Mon 6/1/20	Mon 8/31/20								
51	1.2.4.2	3100 Functional	Mon 6/1/20	Mon 8/31/20								
52	1.2.4.2.1	3125 Design Configuration	Mon 6/1/20	Mon 8/31/20								
53	1.2.4.2.2	3138 AESG Payroll/Absence Management Process Walkthrough	Mon 6/1/20	Fri 7/17/20								
54	1.2.4.2.3	3139 AESG Process Walkthrough/Business Process Redesign	Mon 6/1/20	Fri 7/17/20								
55	1.2.4.2.4	3147 Design Reports and Forms	Mon 6/1/20	Mon 8/31/20								
56	1.2.4.2.5	3155 Design Extensions (Leverage AESG Inventory)	Mon 6/1/20	Mon 8/31/20								
57	1.2.4.2.6	3165 Design Data Conversion (Leverage AESG Inventory)	Mon 6/1/20	Mon 8/31/20								
58	1.2.4.2.7	3167 Update/Design AESG Workflows	Mon 6/1/20	Mon 8/31/20								
59	1.2.4.2.8	3175 Design Integration Solution (Leverage AESG inventory)	Mon 6/1/20	Mon 8/31/20								
60	1.2.4.2.9	3176 Update AESG Design Security and Control	Mon 6/1/20	Mon 8/31/20								
61	1.2.4.2.1	3177 Design Batch Processing	Mon 6/1/20	Mon 8/31/20								
62	1.2.4.2.1	3182 Plan Assembly Test	Mon 6/1/20	Mon 8/31/20								
63	1.2.4.2.1	Cross-module Review of Solution	Mon 8/3/20	Mon 8/31/20								
64	1.2.4.2.1	3191 Confirm Application Design Deliverables	Mon 6/1/20	Mon 8/31/20								
65	1.2.4.2.1	T3199 Transition Application Design Deliverables	Mon 6/1/20	Mon 8/31/20								
66	1.2.4.3	3200 Change Management	Mon 6/1/20	Mon 8/31/20								
67	1.2.4.3.1	3210 Manage Change	Mon 6/1/20	Mon 8/31/20								
68	1.2.4.3.2	3220 Enable and Transform the Organization	Mon 6/1/20	Mon 8/31/20								
69	1.2.4.3.3	3259 Assess Business Readiness	Mon 6/1/20	Mon 8/31/20								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
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Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
70	1.2.4.3.4	3535 Design Training	Mon 6/1/20	Mon 8/31/20								
71	1.2.4.3.5	3545 Design Performance Support	Mon 6/1/20	Mon 8/31/20								
72	1.2.4.3.6	3555 Design Training Environment	Mon 6/1/20	Mon 8/31/20								
73	1.2.4.3.7	3565 Plan and Deliver Train The Trainer	Mon 6/1/20	Mon 8/31/20								
74	1.2.4.4	3300 Technical Architecture	Mon 6/1/20	Mon 8/31/20								
75	1.2.4.4.1	3345 Select and Design Development Environment	Mon 6/1/20	Mon 8/31/20								
76	1.2.4.4.2	3355 Select and Design Test Environment	Mon 6/1/20	Mon 8/31/20								
77	1.2.4.4.3	3365 Select and Design Operations Environment	Mon 6/1/20	Mon 8/31/20								
78	1.2.4.4.4	3382 Plan Technical Architecture Component and Assembly Test	Mon 6/1/20	Mon 8/31/20								
79	1.2.4.4.5	3391 Confirm Technical Architecture Design Deliverables	Mon 6/1/20	Mon 8/31/20								
80	1.2.4.4.6	T3399 Transition Technical Architecture Design Deliverables	Mon 6/1/20	Mon 8/31/20								
81	1.2.4.4.7	T2399 Transition Technical Architecture Analysis Deliverables	Mon 6/1/20	Mon 8/31/20								
82	1.2.4.5	DEL - Organizational Change Management Strategy & Plan	Fri 5/29/20	Fri 5/29/20								
83	1.2.4.6	DEL - Requirements Validation Document w/RICEFW Inventory	Tue 6/30/20	Tue 6/30/20								
84	1.2.4.7	DEL - Retrofit Validation Document	Fri 7/31/20	Fri 7/31/20								
85	1.2.4.8	DEL - Change Readiness Assessment 1	Mon 8/31/20	Mon 8/31/20								
86	1.2.4.9	DEL - Communication Strategy & Plan	Fri 7/31/20	Fri 7/31/20								
87	1.2.4.10	DEL - Future State Process Definition	Fri 7/31/20	Fri 7/31/20								
88	1.2.4.11	DEL - Position Definition Approach	Mon 8/31/20	Mon 8/31/20								
89	1.2.4.12	DEL - Agency Readiness Scorecard	Mon 8/31/20	Mon 8/31/20								
90	1.2.4.13	DEL - Test Management Strategy	Wed 9/30/20	Wed 9/30/20								
91	1.2.5	4000 Adapt	Tue 9/1/20	Thu 12/31/20								
92	1.2.5.1	4050 Project Management	Tue 9/1/20	Thu 12/31/20								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
93	1.2.5.1.1	4058 Engagement Management	Tue 9/1/20	Thu 12/31/20								
94	1.2.5.2	4100 Functional/Technical Build	Tue 9/1/20	Wed 12/30/20								
95	1.2.5.2.1	4125 Build Master Configuration	Tue 9/1/20	Wed 12/30/20								
96	1.2.5.2.2	4155 Perform Detailed Technical Design	Tue 9/1/20	Wed 12/30/20								
97	1.2.5.2.3	4183 Plan System and Integration Test	Tue 9/1/20	Wed 12/30/20								
98	1.2.5.2.4	4188 Build and Unit Test RICEFW Components	Tue 9/1/20	Wed 12/30/20								
99	1.2.5.2.5	4191 Confirm Application Build	Tue 9/1/20	Wed 12/30/20								
100	1.2.5.2.6	T4199 Transition Application Build	Tue 9/1/20	Wed 12/30/20								
101	1.2.5.3	4200 Change Management	Tue 9/1/20	Wed 12/30/20								
102	1.2.5.3.1	4210 Manage Change	Tue 9/1/20	Wed 12/30/20								
103	1.2.5.3.2	4220 Enable and Transform the Organization	Tue 9/1/20	Wed 12/30/20								
104	1.2.5.3.3	4535 Develop Training Materials	Tue 9/1/20	Wed 12/30/20								
105	1.2.5.3.4	4545 Develop Performance Support Materials	Tue 9/1/20	Wed 12/30/20								
106	1.2.5.3.5	4555 Develop Training Environment	Tue 9/1/20	Wed 12/30/20								
107	1.2.5.4	4300 Technical Architecture	Tue 9/1/20	Wed 12/30/20								
108	1.2.5.4.1	4345 Install and Build Development Environment	Tue 9/1/20	Wed 12/30/20								
109	1.2.5.4.2	4355 Install and Build Execution Environment	Tue 9/1/20	Wed 12/30/20								
110	1.2.5.4.3	4365 Install and Build Operations Environment	Tue 9/1/20	Wed 12/30/20								
111	1.2.5.4.4	4391 Confirm Technical Architecture Build	Tue 9/1/20	Wed 12/30/20								
112	1.2.5.4.5	T4399 Transition Technical Architecture Build	Tue 9/1/20	Wed 12/30/20								
113	1.2.5.5	DEL - Security Management Plan	Wed 9/30/20	Wed 9/30/20								
114	1.2.5.6	DEL - End-User Training Strategy & Plan	Wed 9/30/20	Wed 9/30/20								
115	1.2.5.7	DEL - Solution Configuration Design & Build	Fri 10/30/20	Fri 10/30/20								

Project: Attachment F5 Project Date: Tue 10/29/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
116	1.2.5.8	DEL - RICEFW Design Specifications 1	Fri 10/30/20	Fri 10/30/20								
117	1.2.5.9	DEL - RICEFW Design Specifications 2	Mon 11/30/20	Mon 11/30/20								
118	1.2.5.10	DEL - Change Readiness Assessment 2	Mon 11/30/20	Mon 11/30/20								
119	1.2.5.11	DEL - Parallel Payroll Test Plan	Thu 12/31/20	Thu 12/31/20								
120	1.3	HCM Upgrade	Mon 3/2/20	Thu 12/31/20								
121	1.3.1	Upgrade Environment Preparation Steps	Mon 3/2/20	Fri 3/27/20								
122	1.3.1.1	Provision PeopleSoft Infrastructure-VMs	Mon 3/2/20	Fri 3/27/20								
123	1.3.1.2	Provision PeopleSoft Database	Mon 3/2/20	Fri 3/27/20								
124	1.3.1.3	Receive HCM 9.1 Copy of Production	Mon 3/2/20	Fri 3/27/20								
125	1.3.1.4	Install PeopleTools 8.57.X	Mon 3/2/20	Fri 3/27/20								
126	1.3.1.5	Install HCM 9.2	Mon 3/2/20	Fri 3/27/20								
127	1.3.1.6	Create HCM 9.2 Demo	Mon 3/2/20	Fri 3/27/20								
128	1.3.1.7	Install the latest HCM PUM Image	Mon 3/2/20	Fri 3/27/20								
129	1.3.1.8	Compare Report Review (current production v. HCM 9.2)	Mon 3/2/20	Fri 3/27/20								
130	1.3.2	Transition Upgrade Prep	Mon 3/2/20	Fri 3/6/20								
131	1.3.2.1	Verify the new release software installation and configuration	Wed 4/1/20	Tue 4/7/20								
132	1.3.2.2	Verify the Copy of Production (Target database for the upgrade)	Wed 4/1/20	Tue 4/7/20								
133	1.3.2.3	Apply Required fixes for upgrade to PeopleTools 8.57.X and HCM 9.2	Wed 4/1/20	Tue 4/7/20								
134	1.3.2.4	Configure the PT8.57.X upgrade change assistant template	Wed 4/1/20	Tue 4/7/20								
135	1.3.3	Transition Upgrade: HCM 9.1 to HCM 9.2 Application and PeopleTools 8.57.X	Mon 3/9/20	Fri 4/24/20								
136	1.3.3.1	Planning Application Upgrade	Wed 4/8/20	Tue 5/26/20								
137	1.3.3.2	Prepare Database for Upgrade	Wed 4/8/20	Tue 5/26/20								
138	1.3.3.3	Create Current Release Compare Report (9.2 UPG to 9.2 DMO)	Wed 4/8/20	Tue 5/26/20								

Project: Attachment F5 Project Date: Tue 10/29/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
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	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
139	1.3.3.4	Apply PeopleTools Changes	Wed 4/8/20	Tue 5/26/20								
140	1.3.3.5	Run and Review Compare Reports	Wed 4/8/20	Tue 5/26/20								
141	1.3.3.6	Create NEW Release Compare Report (9.1 UPG to 9.2 DMO)	Wed 4/8/20	Tue 5/26/20								
142	1.3.3.7	Create SQR/SQC Impact Analysis Report	Wed 4/8/20	Tue 5/26/20								
143	1.3.3.8	Create PS Query Impact Analysis Report	Wed 4/8/20	Tue 5/26/20								
144	1.3.3.9	Apply Application Changes	Wed 4/8/20	Tue 5/26/20								
145	1.3.3.10	Drop/Keep Analysis for Customizations [No Drop for Transition Upgrade]	Wed 4/8/20	Tue 5/26/20								
146	1.3.3.11	Clone UPG9.2 to DEV9.2 for Retrofits	Wed 4/8/20	Tue 5/26/20								
147	1.3.3.12	Development Retrofit effort	Wed 4/8/20	Tue 5/26/20								
148	1.3.3.13	Continue Applying Application Changes	Wed 4/8/20	Tue 5/26/20								
149	1.3.3.14	Complete Database Changes	Wed 4/8/20	Tue 5/26/20								
150	1.3.4	Create IUP92 instance	Mon 4/27/20	Fri 5/1/20								
151	1.3.4.1	Extract the PeopleTools tables from UPG9.2 instance using data mover	Wed 5/27/20	Tue 6/2/20								
152	1.3.4.2	Package Transition IUP in preparation for MTP1	Wed 5/27/20	Tue 6/2/20								
153	1.3.4.3	Import into the IUP92 instance	Wed 5/27/20	Tue 6/2/20								
154	1.3.4.4	Perform the build and database check tasks	Wed 5/27/20	Tue 6/2/20								
155	1.3.5	Destination Upgrade Prep	Mon 5/4/20	Fri 5/8/20								
156	1.3.5.1	Clone UPG9.1 to HCMUPG92	Wed 6/3/20	Tue 6/9/20								
157	1.3.5.2	Verify the current release software installation and configuration	Wed 6/3/20	Tue 6/9/20								
158	1.3.5.3	Verify the new release software installation and configuration	Wed 6/3/20	Tue 6/9/20								
159	1.3.5.4	Verify the Copy of Production (Target database for the upgrade)	Wed 6/3/20	Tue 6/9/20								
160	1.3.5.5	Apply Required fixes to 8.57.X and HCMUPG92	Wed 6/3/20	Tue 6/9/20								
161	1.3.5.6	Create new release demo (HCMUPG92) PIA, Appserver, Process Scheduler	Wed 6/3/20	Tue 6/9/20								

Project: Attachment F5 Project Date: Tue 10/29/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
162	1.3.5.7	Configure the PT8.57.X upgrade change assistant template	Wed 6/3/20	Tue 6/9/20								
163	1.3.6	Destination Upgrade: HCM 9.1 to 9.2 Application and PeopleTools 8.57.X	Mon 5/11/20	Fri 5/29/20								
164	1.3.6.1	Plan Application Upgrade	Wed 6/10/20	Tue 6/30/20								
165	1.3.6.2	Prepare Database for Upgrade	Wed 6/10/20	Tue 6/30/20								
166	1.3.6.3	Create Current Release Compare Report (9.1 UPG to 9.2 DMO)	Wed 6/10/20	Tue 6/30/20								
167	1.3.6.4	Apply PeopleTools Changes	Wed 6/10/20	Tue 6/30/20								
168	1.3.6.5	Run and Review Compare Reports	Wed 6/10/20	Tue 6/30/20								
169	1.3.6.6	Create NEW Release Compare Report (9.1 UPG to 9.2 DMO)	Wed 6/10/20	Tue 6/30/20								
170	1.3.6.7	Apply Application Changes	Wed 6/10/20	Tue 6/30/20								
171	1.3.6.8	Drop/Keep Analysis for Customizations	Wed 6/10/20	Tue 6/30/20								
172	1.3.6.9	Clone UPG92 to DEV92 for Retrofits	Wed 6/10/20	Tue 6/30/20								
173	1.3.6.10	Development Retrofit effort (Record, Record Fields, Translates, Fields)	Wed 6/10/20	Tue 6/30/20								
174	1.3.6.11	Apply Application Changes	Wed 6/10/20	Tue 6/30/20								
175	1.3.6.12	Complete Database Changes	Wed 6/10/20	Tue 6/30/20								
176	1.3.6.13	Cross-module Review of Solution	Tue 9/1/20	Thu 12/31/20								
177	1.4	Validate	Mon 1/4/21	Wed 6/30/21								
178	1.4.1	5050 Project Management	Mon 1/4/21	Wed 6/30/21								
179	1.4.1.1	5058 Engagement Management	Mon 1/4/21	Wed 6/30/21								
180	1.4.2	5200 Change Management	Mon 1/4/21	Wed 6/30/21								
181	1.4.2.1	5210 Manage Change	Mon 1/4/21	Wed 6/30/21								
182	1.4.2.2	5220 Enable and Transform the Organization	Mon 1/4/21	Wed 6/30/21								
183	1.4.2.3	5535 Prepare for Deployment of Training and Performance Support	Mon 1/4/21	Wed 6/30/21								
184	1.4.2.4	5538 Test Training and Performance Support	Mon 1/4/21	Wed 6/30/21								

Project: Attachment F5 Project Date: Tue 10/29/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
185	1.4.2.5	5555 Test Training Environment	Mon 1/4/21	Wed 6/30/21								
186	1.4.3	5300 Technical Architecture	Mon 1/4/21	Wed 6/30/21								
187	1.4.3.1	5310 Technical Support Testing	Mon 1/4/21	Wed 6/30/21								
188	1.4.3.2	5328 Prepare and Execute Technical Architecture Assembly Test	Mon 1/4/21	Wed 6/30/21								
189	1.4.3.3	5391 Confirm Tested Technical Architecture	Mon 1/4/21	Wed 6/30/21								
190	1.4.3.4	T5399 Transition Tested Technical Architecture	Mon 1/4/21	Wed 6/30/21								
191	1.4.4	5100 Functional/Technical Testing	Mon 1/4/21	Wed 6/30/21								
192	1.4.4.1	5148 Prepare and Execute System Test	Mon 1/4/21	Wed 6/30/21								
193	1.4.4.2	5155 Prepare and Execute Integration Test	Mon 1/4/21	Wed 6/30/21								
194	1.4.4.3	5158 Prepare and Execute Performance Test	Mon 1/4/21	Wed 6/30/21								
195	1.4.4.4	5168 Perform Mock Conversion	Mon 1/4/21	Wed 6/30/21								
196	1.4.4.5	5171 Confirm Product-tested Application	Mon 1/4/21	Wed 6/30/21								
197	1.4.4.6	5173 Perform Parallel Payroll Test	Mon 1/4/21	Wed 6/30/21								
198	1.4.4.7	T5179 Transition Product-tested Application	Mon 1/4/21	Wed 6/30/21								
199	1.4.4.8	5188 Prepare and Execute User Acceptance Test	Mon 1/4/21	Wed 6/30/21								
200	1.4.4.9	5191 Confirm Acceptance-tested Application	Mon 1/4/21	Wed 6/30/21								
201	1.4.4.10	T5199 Transition Acceptance-tested Application	Mon 1/4/21	Wed 6/30/21								
202	1.4.5	DEL - RICEFW Build Specifications 1	Fri 1/29/21	Fri 1/29/21								
203	1.4.6	DEL - RICEFW Build Specifications 2	Fri 2/26/21	Fri 2/26/21								
204	1.4.7	DEL - RICEFW Build Specifications 2	Wed 3/31/21	Wed 3/31/21								
205	1.4.8	DEL - Change Readiness Assessment 3	Wed 3/31/21	Wed 3/31/21								
206	1.4.9	DEL - Train-the-Trainer Materials	Fri 4/30/21	Fri 4/30/21								
207	1.4.10	DEL - System Integration Test Results 1	Fri 4/30/21	Fri 4/30/21								

Project: Attachment F5 Project Date: Tue 10/29/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
208	1.4.11	DEL - System Integration Test Results 2	Mon 5/31/21	Mon 5/31/21								
209	1.4.12	DEL - Parallel Payroll Test Results	Mon 5/31/21	Mon 5/31/21								
210	1.4.13	DEL - Mock Conversion Validation Results	Mon 5/31/21	Mon 5/31/21								
211	1.4.14	DEL - System Integration Test Results 3	Wed 6/30/21	Wed 6/30/21								
212	1.4.15	DEL - Post Go-Live Support Plan	Wed 6/30/21	Wed 6/30/21								
213	1.4.16	DEL - Training Materials Complete	Wed 6/30/21	Wed 6/30/21								
214	1.4.17	DEL - Final Go/No-Go Checklist	Wed 6/30/21	Wed 6/30/21								
215	1.5	Deploy	Thu 7/1/21	Fri 7/30/21								
216	1.5.1	6050 Project Management	Thu 7/1/21	Fri 7/30/21								
217	1.5.1.1	Engagement Management	Thu 7/1/21	Fri 7/30/21								
218	1.5.2	6100 Change Management	Thu 7/1/21	Fri 7/30/21								
219	1.5.2.1	6210 Manage Change	Thu 7/1/21	Fri 7/30/21								
220	1.5.2.2	6220 Enable and Transform the Organization	Thu 7/1/21	Fri 7/30/21								
221	1.5.2.3	6230 Establish Training Schedule and Participants	Thu 7/1/21	Fri 7/30/21								
222	1.5.2.4	6240 Conduct Training	Thu 7/1/21	Fri 7/30/21								
223	1.5.2.5	6250 Evaluate Outcome	Thu 7/1/21	Fri 7/30/21								
224	1.5.2.6	6260 Assess Need for Re-Training	Thu 7/1/21	Fri 7/30/21								
225	1.5.3	Functional/Technical	Thu 7/1/21	Fri 7/30/21								
226	1.5.3.1	6101 Plan for Deployment	Thu 7/1/21	Fri 7/30/21								
227	1.5.3.2	6110 Prepare for Deployment	Thu 7/1/21	Fri 7/30/21								
228	1.5.3.3	6118 Prepare for Migration	Thu 7/1/21	Fri 7/30/21								
229	1.5.3.4	6119 Prepare for Production Simulation	Thu 7/1/21	Fri 7/30/21								
230	1.5.3.5	6121 Authorize Deployment	Thu 7/1/21	Fri 7/30/21								

Project: Attachment F5 Project
Date: Tue 10/29/19

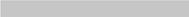
Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
231	1.5.3.6	6111 Assess Go-Live Readiness	Thu 7/1/21	Fri 7/30/21								
232	1.5.3.7	6133 Set Up Deployment Environment	Thu 7/1/21	Fri 7/30/21								
233	1.5.3.8	6135 Convert Data	Thu 7/1/21	Fri 7/30/21								
234	1.5.3.9	6137 Migrate to Production	Thu 7/1/21	Fri 7/30/21								
235	1.5.3.10	6147 Execute Go-Live Plan	Thu 7/1/21	Fri 7/30/21								
236	1.5.3.11	6148 Perform Operational Readiness Test	Thu 7/1/21	Fri 7/30/21								
237	1.5.3.12	6195 Confirm Deployed Application	Thu 7/1/21	Fri 7/30/21								
238	1.5.3.13	6146 Fine Tune Application	Thu 7/1/21	Fri 7/30/21								
239	1.5.4	DEL - Deployment Cutover Plan	Fri 7/30/21	Fri 7/30/21								
240	1.5.5	DEL - Change Readiness Assessment 4	Fri 7/30/21	Fri 7/30/21								
241	1.5.6	DEL - Final Sign Off of Complete Implementation (Hold Back Payment)	Fri 7/30/21	Fri 7/30/21								
242	1.6	Post Go-Live Support	Mon 8/2/21	Mon 1/31/22								
243	1.6.1	Post Go-Live Support	Mon 8/2/21	Mon 1/31/22								
244	1.6.1.1	6167 Support Production Environment	Mon 8/2/21	Mon 1/31/22								
245	1.6.1.2	PGLS Team	Mon 8/2/21	Mon 1/31/22								
246	1.6.1.2.1	Ticket Resolution Support - Post Go-Live Support	Mon 8/2/21	Mon 1/31/22								
247	1.6.1.2.2	Manage Application Team - Post Go-Live Support	Mon 8/2/21	Mon 1/31/22								
248	1.6.2	PUM Strategy	Mon 8/2/21	Mon 1/31/22								
249	1.6.3	PUM Update	Mon 12/6/21	Mon 1/31/22								
250	1.6.4	DEL - Knowledge Transfer Plan Summary	Mon 8/2/21	Mon 8/2/21								
251	1.6.5	DEL - Post Go-Live Status Report	Mon 8/2/21	Mon 8/2/21								
252	1.6.6	DEL - Post Go-Live Status Report	Thu 9/30/21	Thu 9/30/21								
253	1.6.7	DEL - Post Go-Live Status Report	Fri 10/29/21	Fri 10/29/21								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
254	1.6.8	DEL - Post Go-Live Status Report	Tue 11/30/21	Tue 11/30/21								
255	1.6.9	DEL - Post Go-Live Status Report	Fri 12/31/21	Fri 12/31/21								
256	1.6.10	DEL - Project Closeout Report/Status Report	Mon 1/31/22	Mon 1/31/22								

Project: Attachment F5 Project Date: Tue 10/29/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

Technical Proposal

RFP 19-105 Attachment F6 - Staffing Plan Template

Instructions for this Workbook

Staffing Plan Template Instructions

This Staffing Plan should include all resources required to implement the entire proposed scope of services including a) all requirements committed to be met in Attachments F1, F2 and F3, b) those implied by the process, solutions and infrastructure definitions in various attachments, and c) future process definitions submitted in the vendor proposal.

Staffing estimates must include all hours expected from all sources including the Vendor, State, Vendor Partners and Third Parties.

This Staffing Plan Template must include all hours for non-infrastructure and non-hardware related activities required to fully implement the solution represented in the proposal.

Additional information can be provided beyond what is included in the Staffing Plan Template. The additional information must be referenced and described in "Additional Information" worksheets.

All information in this Staffing Plan Template should be consistent with the Approach, Project Plan, Statement of Work and Cost Proposal templates

State reserves the right to contact Vendors on staffing information for clarification at any time throughout the selection process and negotiation process.

Do NOT use "To Be Determined" or similar annotations in the Staffing Plan Template worksheets. State is asking for staffing hours and roles, within activities, within resource teams with the understanding that assumptions may apply. Such assumptions should be stated in the "Assumptions" worksheet.

All worksheets in the Staffing Plan Template should be thoroughly and accurately completed.

Staffing Plan Template Formatting Information

The light blue shaded cells indicate information Vendors are expected to provide (e.g. Staffing Summary Worksheet, Cell A6).

All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES (e.g. Staffing Summary Worksheet, Cell A6). The provided red text samples and examples can be replaced or removed in the submitted Staffing Plan.

Where needed, major column and row headings in each worksheet have comments defining the required information.

The description cells in the "Additional Information" and "Assumptions" worksheets should be limited to 300 words.

Staffing information must be in hours, rounded to the nearest whole hour.

We have included some formulas, however, it is the Vendor's responsibility to ensure the accuracy of all cells

As a guideline, there should be no less than six Major Activities for each phase.

Vendor, Vendor Partner and Third Party Definitions and Instructions

Where staffing estimates refer to Vendor vs Vendor Partner vs Third Party:

Vendor staffing is defined as:

Staffing for Vendor resources that are solely the responsibility of the Vendor, are fully managed by the Vendor, are committed in the Vendor proposal and will be contracted through the Vendor.

Vendor Partner staffing is defined as:

Staffing for Vendor Partner resources that are solely the responsibility of the Vendor, are fully managed by the Vendor, are committed in the Vendor proposal and will be contracted through the Vendor. All partners providing resources, including Women, Minority and Veteran Owned business partners, must be considered Vendor Partners.

Third Party staffing is defined as:

Staffing for Third Party resources that are not the responsibility of the Vendor, may NOT be fully managed by the Vendor, are included in the Vendor proposal as estimates only and will be contracted by State directly with the Third Party.

All staffing in this Staffing Plan Template for Vendors, Vendor Partners or Third-Parties must be included in their respective spreadsheets.

All Vendor Partners and Third-Parties must be thoroughly defined in this Staffing Plan Template and must be included in the appropriate section of the Business Proposal.

State strongly prefers to have very few, if any, Third Party products or services!

Brief Staffing Plan Template Worksheet Descriptions

Staffing Summary - A phase-by-phase, month-by-month summary of staffing, for each resource team, required to fully implement the proposed solution. The implementation phases must be consistent with those described throughout your proposal. The final phase must be to fully maintain and support the implemented solution for 6 months following the final implementation.

State Staffing - A monthly detail of required State of Indiana staffing by phase, by activity and by role. The State will dedicate significant resources with expert knowledge of current technical and business processes, solutions and infrastructure. We anticipate providing PeopleSoft 9.2 training to appropriate team members prior to implementation initiative.

Vendor Staffing - A monthly detail of required Vendor staffing by phase, by activity and by role.

Vendor Partner Staffing - A monthly detail of required Vendor Partner staffing by phase, by Vendor Partner, by activity and by role.

Third Party Staffing - A monthly detail of required Third Party staffing by phase, by Third Party, by activity and by role.

Additional Information - A brief description and reference to additional staffing related information.

Assumptions - A brief description of the assumptions for the information in this Staffing Proposal.

Rules and Guidelines For Activities

The following are Activities that must be included in a phase if appropriate for that phase. Additional Activities can be included by the Vendor.

Executive Oversight and Governance - Executive support for project oversight and governance activities

Project Management - Project management to ensure the project stays on target, on time and on budget

Organizational Change Management Support - Support for a reasonable OCM effort

IV&V Support - Support (not provide or lead) a reasonable IV&V effort

System Initiation and Setup - Setup of the base system to accommodate the implementation process

Project Planning & Design - Planning and design required at project launch and potentially for each phase in order to define the scope, design and plan

Configuration - Setup of system configurations to the base system that are required to meet State requirements

Customization - Development of technology enhancements or extensions required to meet State requirements that cannot be configured in the base system

Integration and Interfacing - Development of integration and interfaces

Attachment F6

Estimated Total Project Implementation Staffing

Date For Month 1 = 2/1/2020

	Month																									
Resource Team Hours	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Total	
State Hours																										
Phase 1																										
Phase 2																										
Phase 3																										
Vendor Hours																										
Phase 1																										
Phase 2																										
Phase 3																										
Vendor Partner Hours																										
Phase 1																										
Phase 2																										
Phase 3																										
Third Party Hours																										
Phase 1																										
Phase 2																										
Phase 3																										
Total Hours																										
Phase 1																										
Phase 2																										
Phase 3																										

Attachment F6
Estimated State Implementation Staffing

All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES. The provided red text samples and examples can be replaced or removed in the submitted Staffing Plan.

* The State will dedicate significant resources with expert knowledge of current technical and business processes, solutions and infrastructure. We anticipate providing PeopleSoft 9.2 training to appropriate team members.

	Plan	Initiate	Initiate	Initiate	Adopt	Adopt	Adopt	Adapt	Adapt	Adapt	Adapt	Validate	Validate	Validate	Validate	Validate	Validate	Deploy	PGLS	PGLS	PGLS	PGLS	PGLS	PGLS
Workstream	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24

Attachment F6

Estimated Vendor Implementation Staffing Levels

All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES. The provided red text samples and examples can be replaced or removed in the submitted Staffing Plan.

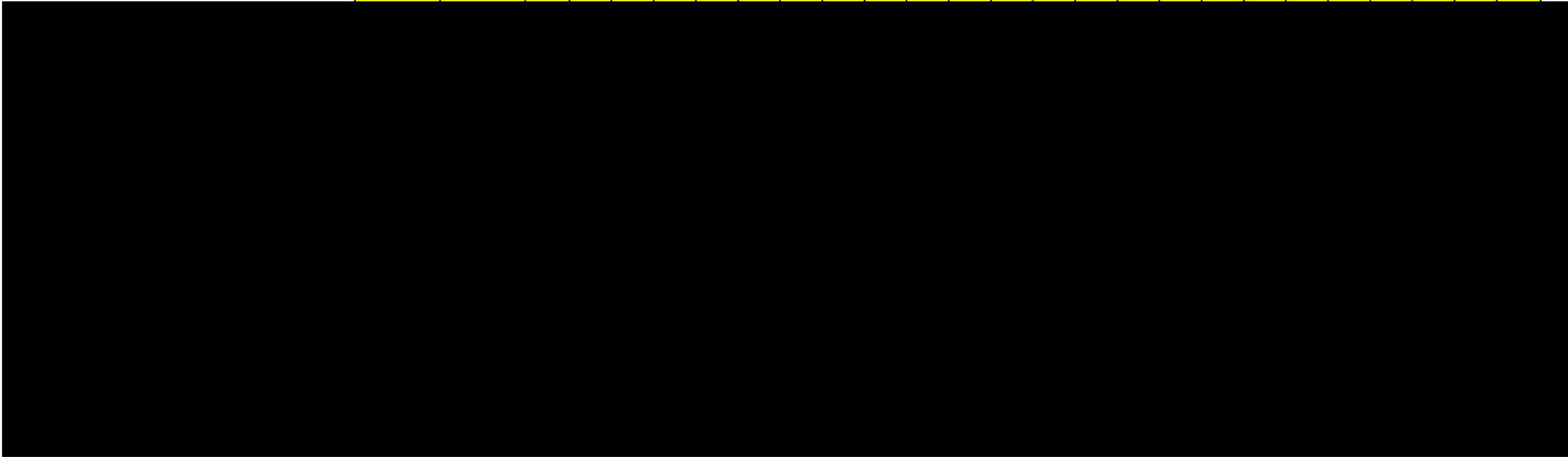
		Plan	Initiate	Initiate	Initiate	Adopt	Adopt	Adopt	Adapt	Adapt	Adapt	Adapt	Validate	Validate	Validate	Validate	Validate	Validate	Deploy	PGLS	PGLS	PGLS	PGLS	PGLS	PGLS
100% Dedicated to SOI?	Indiana-based Resource?	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24

Attachment F6

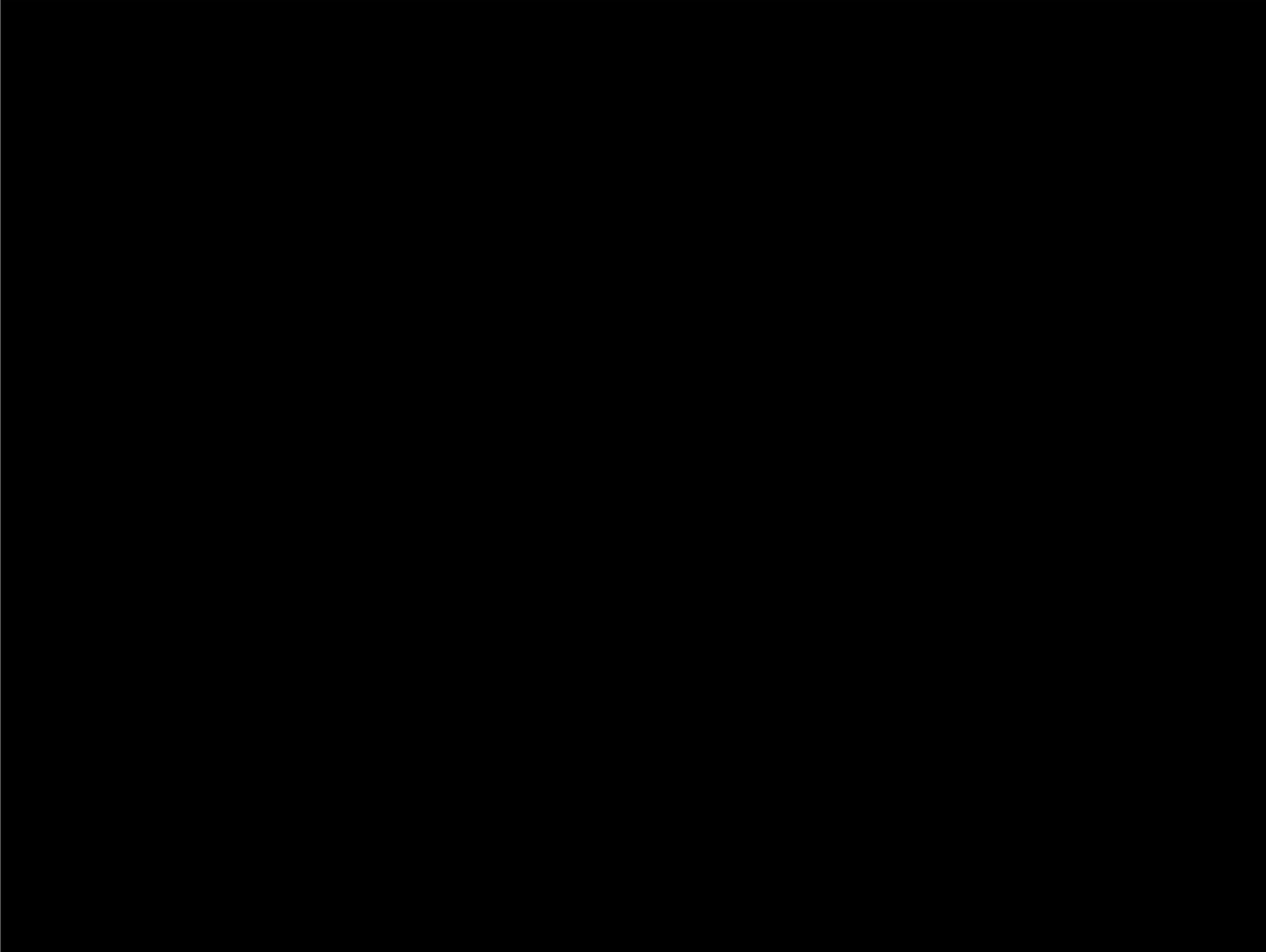
Estimated Vendor Partner Implementation Staffing Levels

All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES. The provided red text samples and examples can be replaced or removed in the submitted Staffing Plan.

		Plan	Initiate	Initiate	Initiate	Adopt	Adopt	Adopt	Adapt	Adapt	Adapt	Adapt	Validate	Validate	Validate	Validate	Validate	Validate	Deploy	PGLS	PGLS	PGLS	PGLS	PGLS	PGLS
100%	Indiana-based	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month



Role	Hourly Rate*
[Redacted Content]	





Additional Information Description	ID
[Redacted Content]	

Assumption Description	ID
[Redacted Content]	

Technical Proposal

RFP 19-105 Attachment F7 – Statement of Work Template

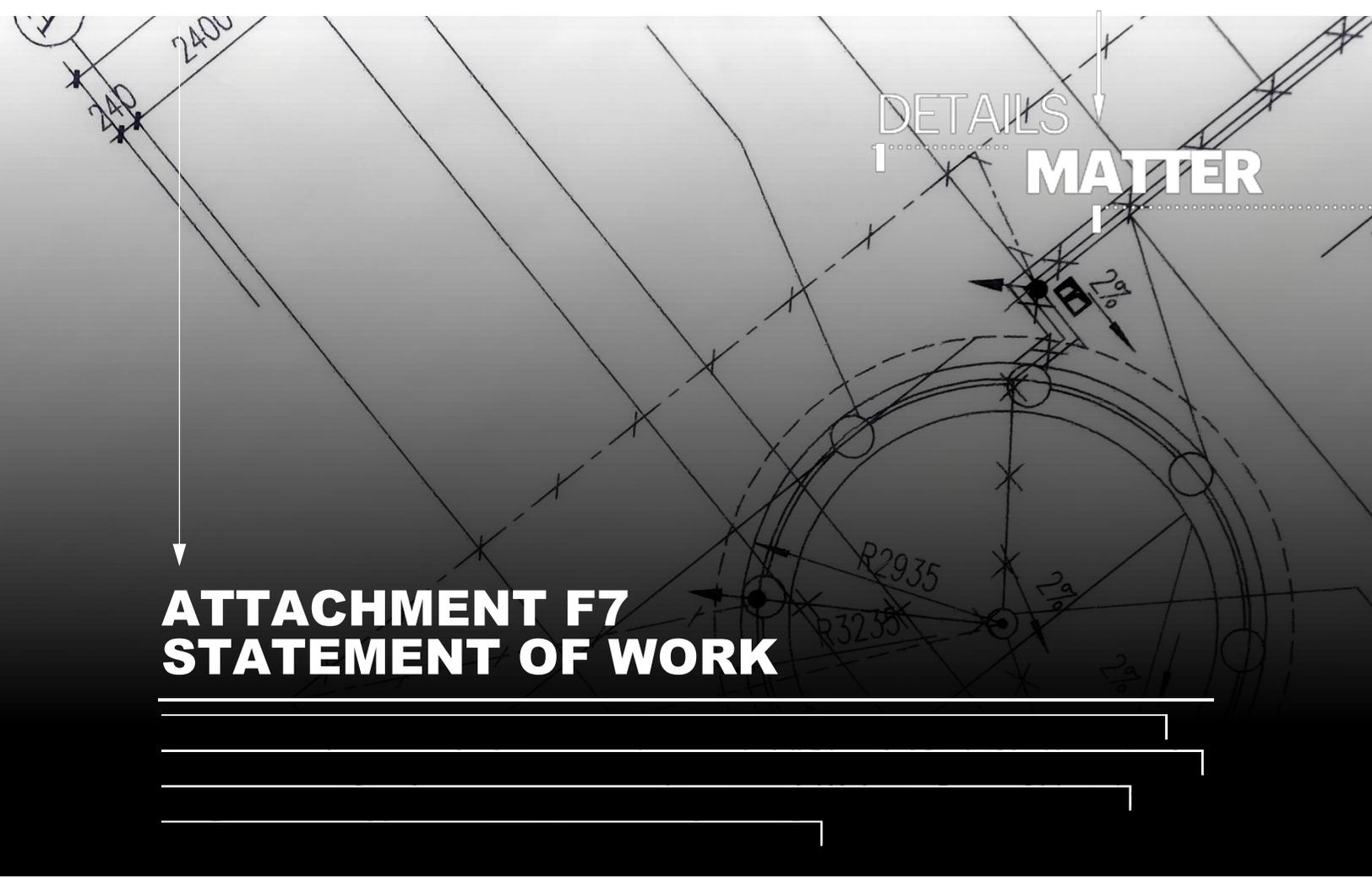
The State is requesting an initial Statement of Work (SOW) that will serve as a starting point for negotiations and collaboration on a final SOW during the later phases of the selection process. The SOW should include strong performance standards and service levels. The SOW must be coordinated and consistent with all other parts of your proposal including the Approach, Cost Proposal, Project Plan and Staffing Plan templates.

This SOW should demonstrate to the State that the Respondent has attained a high level of PeopleSoft HCM/Payroll transformation and implementation expertise, a high level of HCM/Payroll implementation knowledge and an excellent understanding of the operational integration required by the business processes of state personnel and payroll departments. This SOW should demonstrate to the State they are confident in their abilities to provide the staff, processes and services to deliver the scope of work in their proposal.

The Statement of Work should be expected to be part of the final contract.

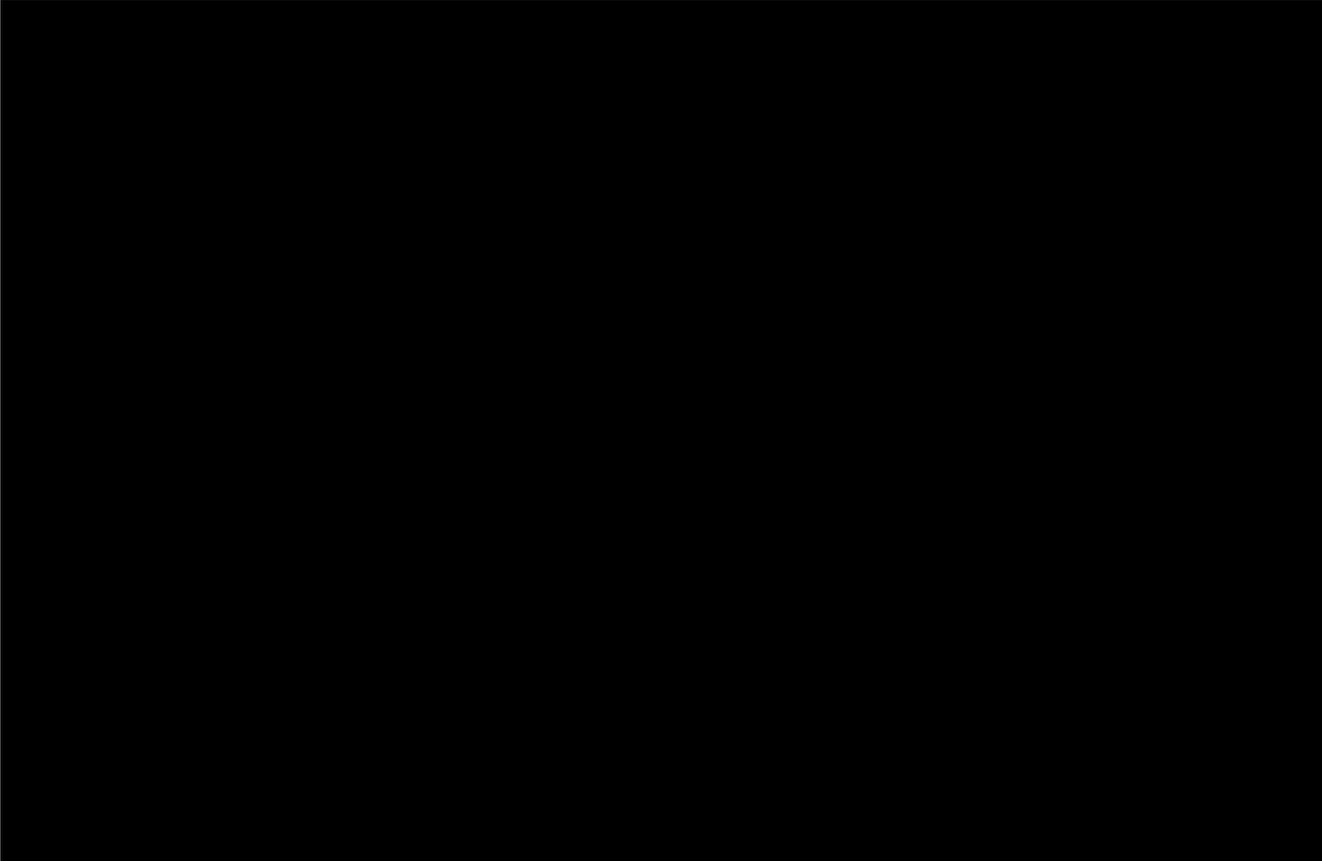
Vendor Response:

This template must be submitted as a Microsoft Word document.



DETAILS
MATTER

ATTACHMENT F7 STATEMENT OF WORK

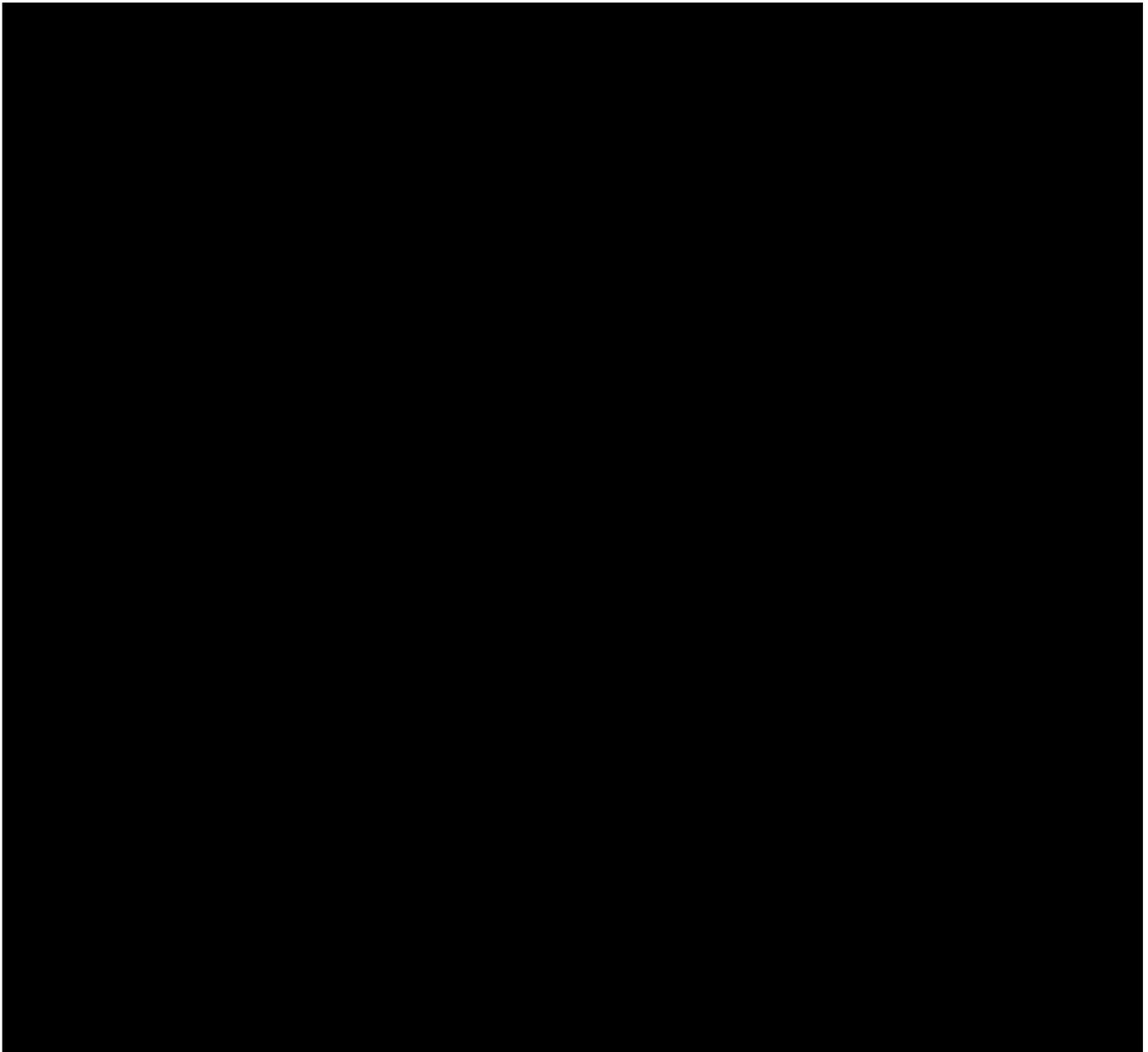


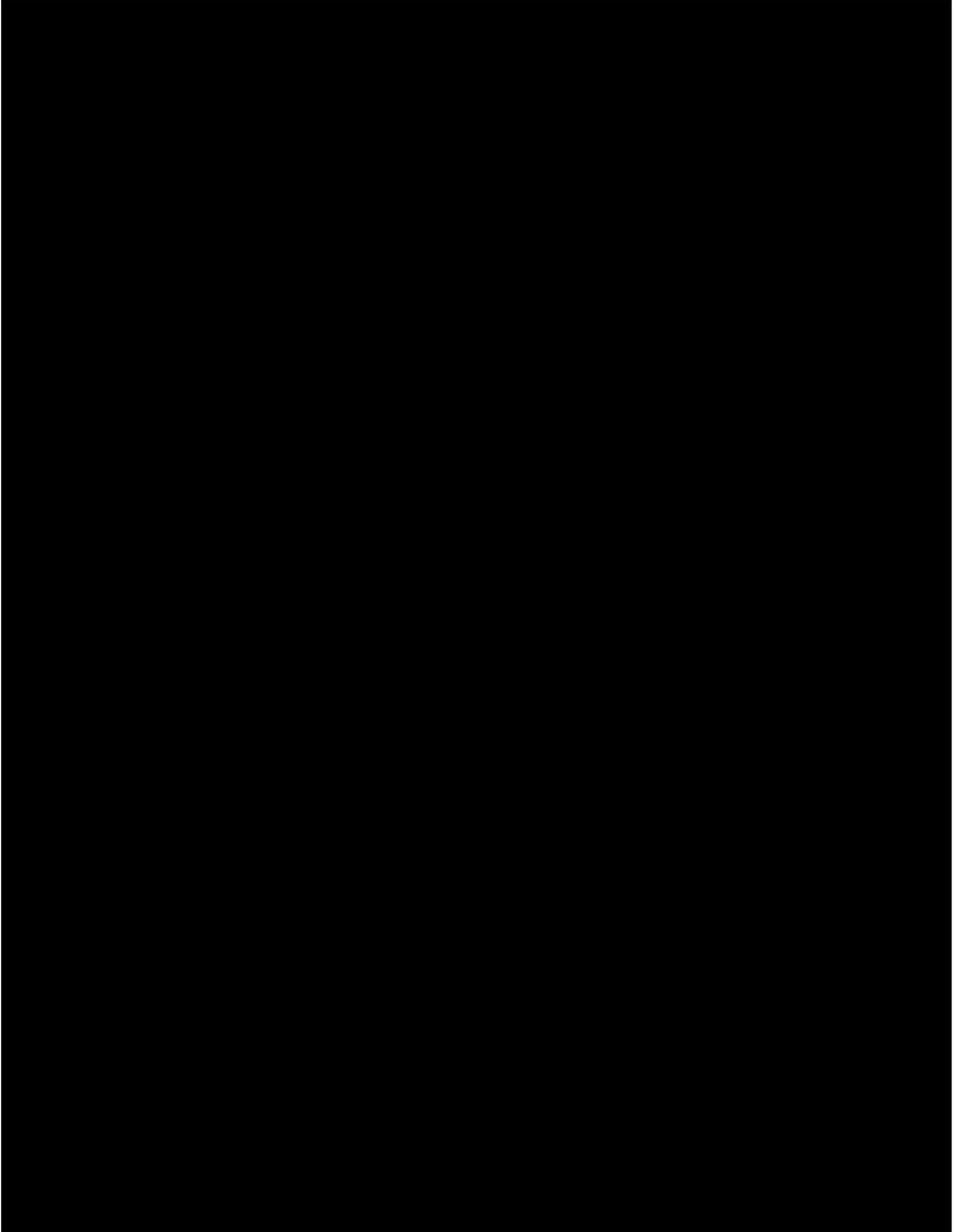
1. STATEMENT OF WORK

1.1 SUMMARY OF SCOPE SERVICES



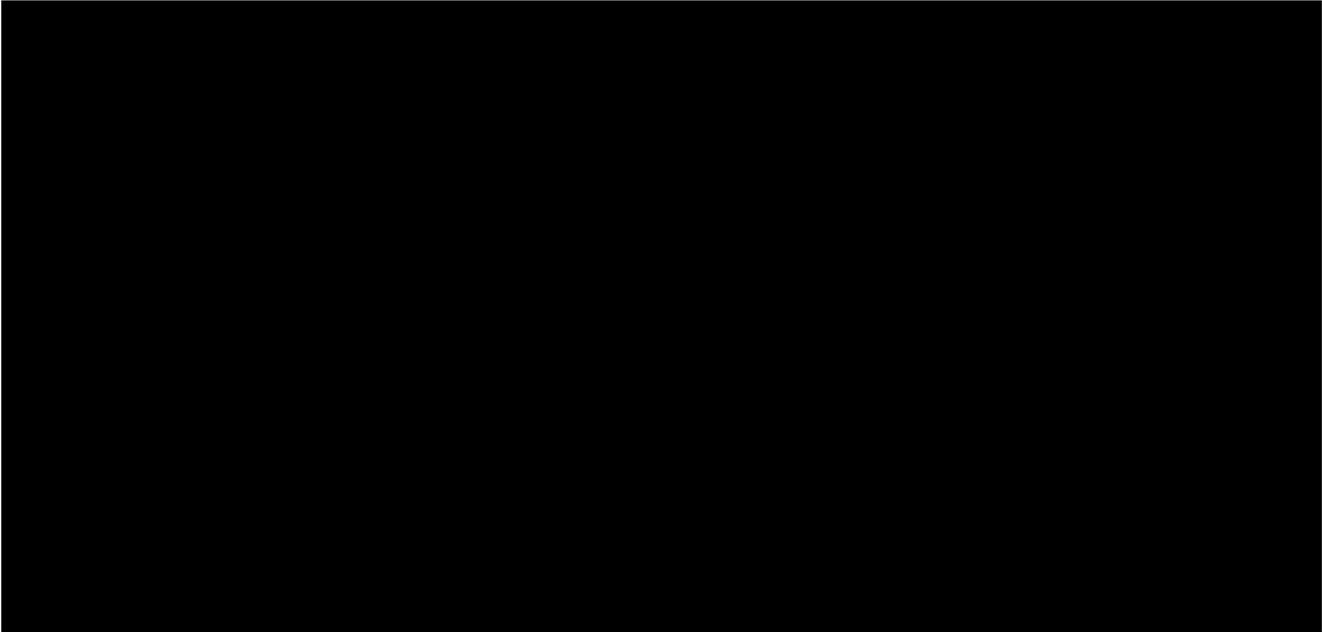
1.2 FUNCTIONAL SCOPE



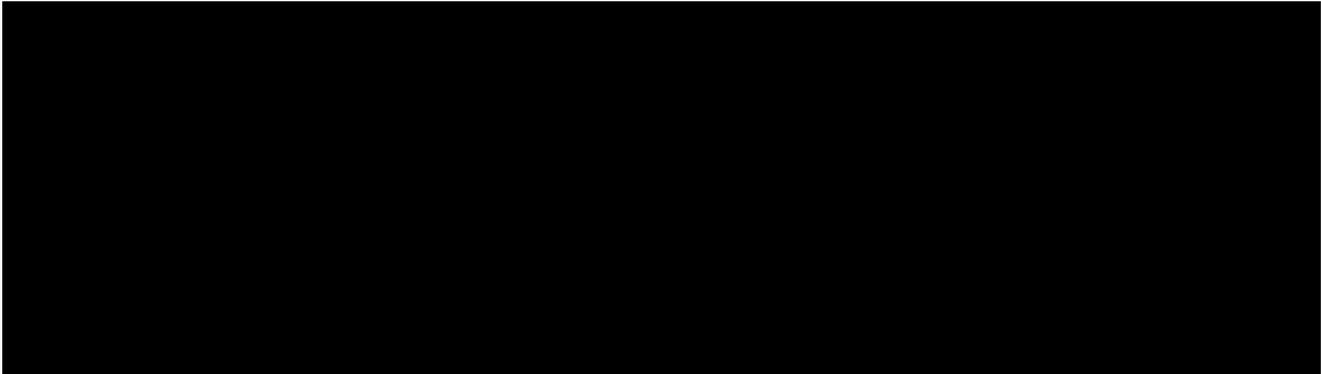




1.3 PROJECT STAGES

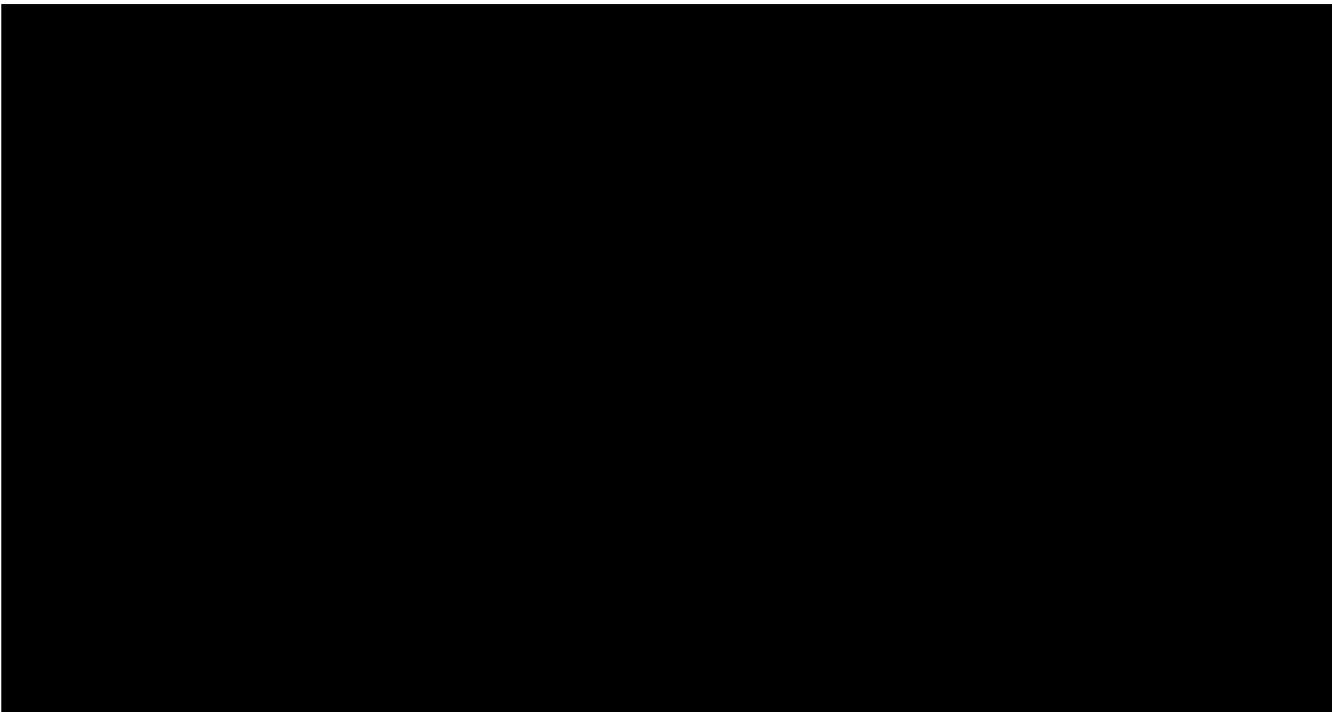


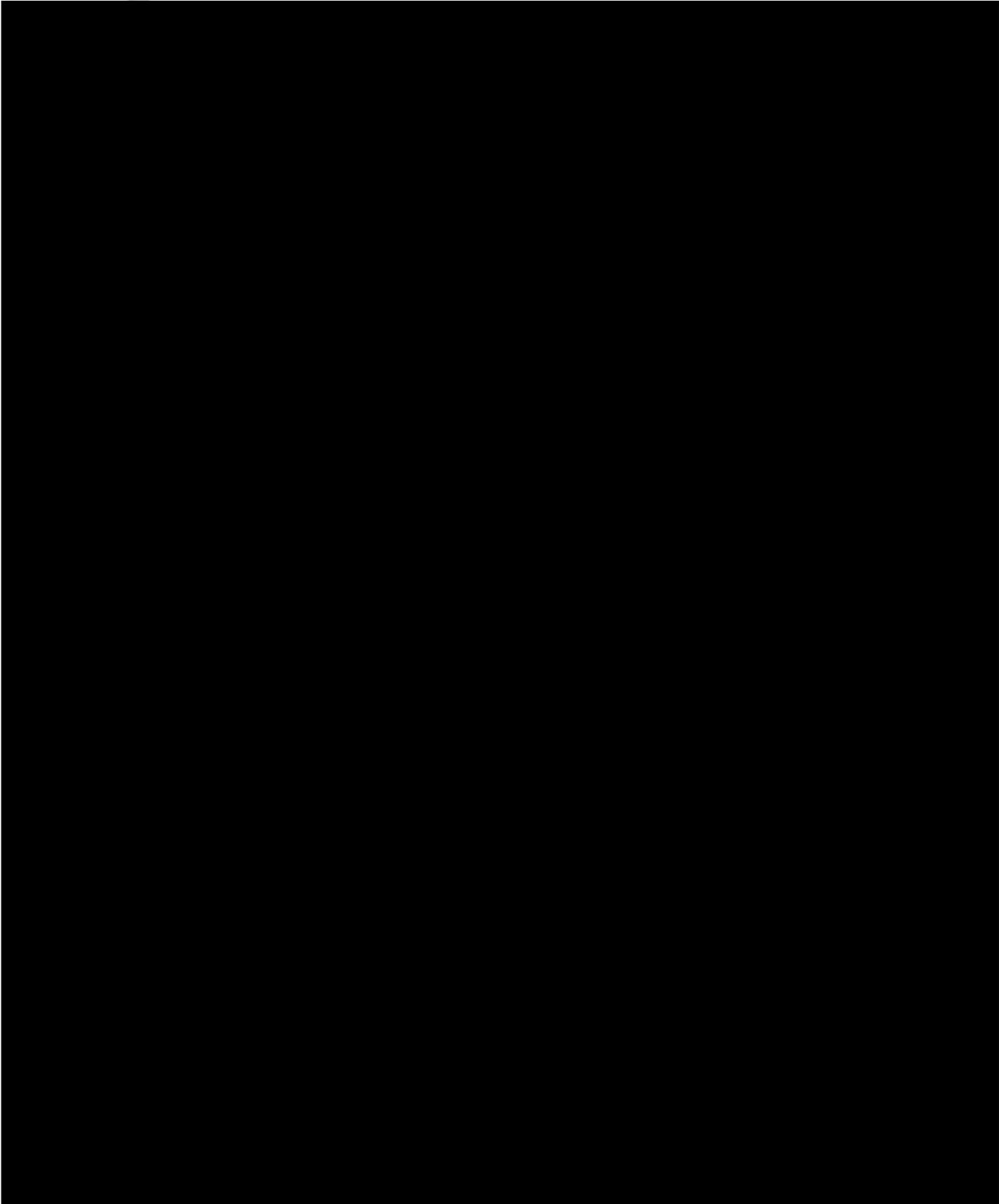
1.4 PROJECT SCHEDULE

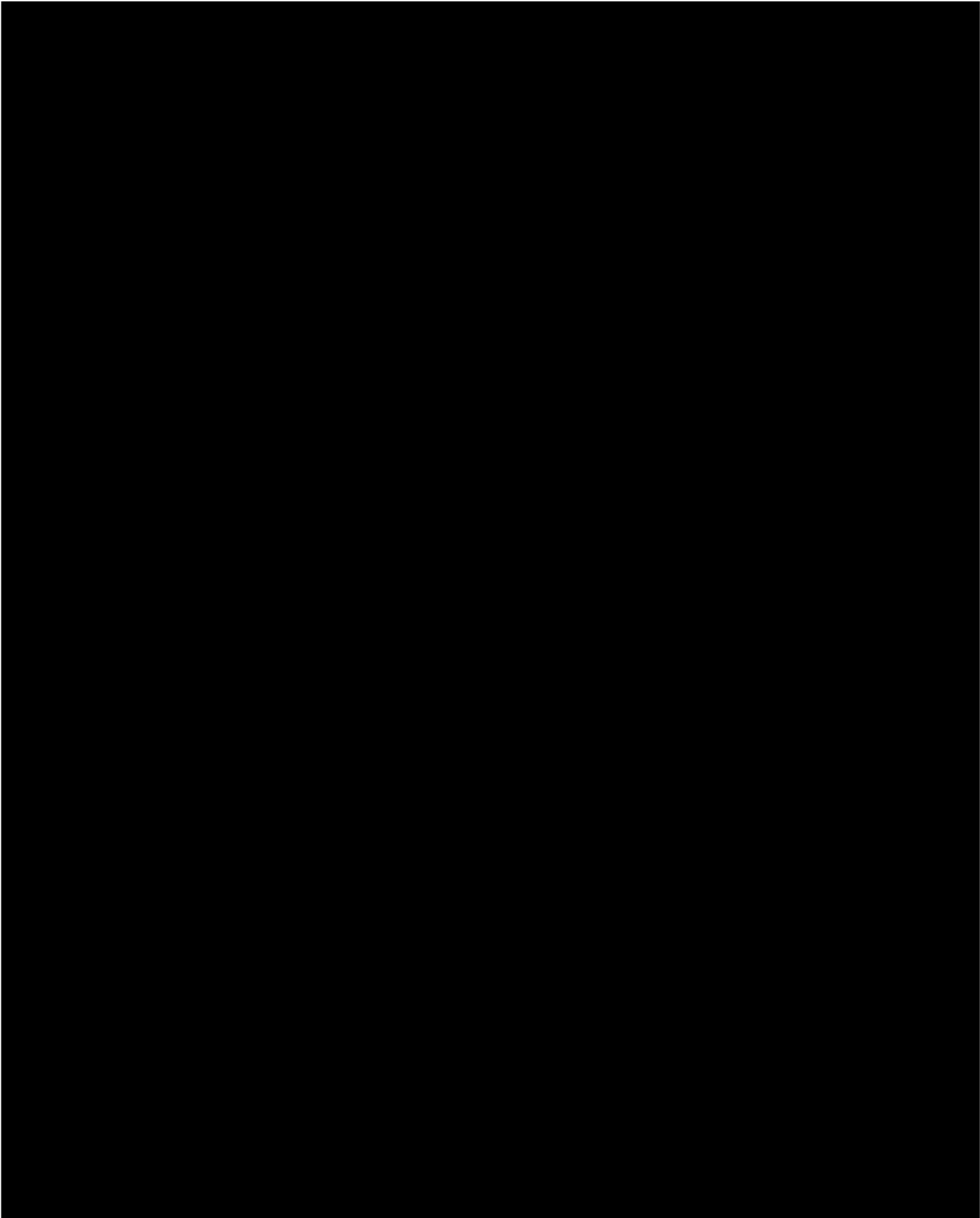


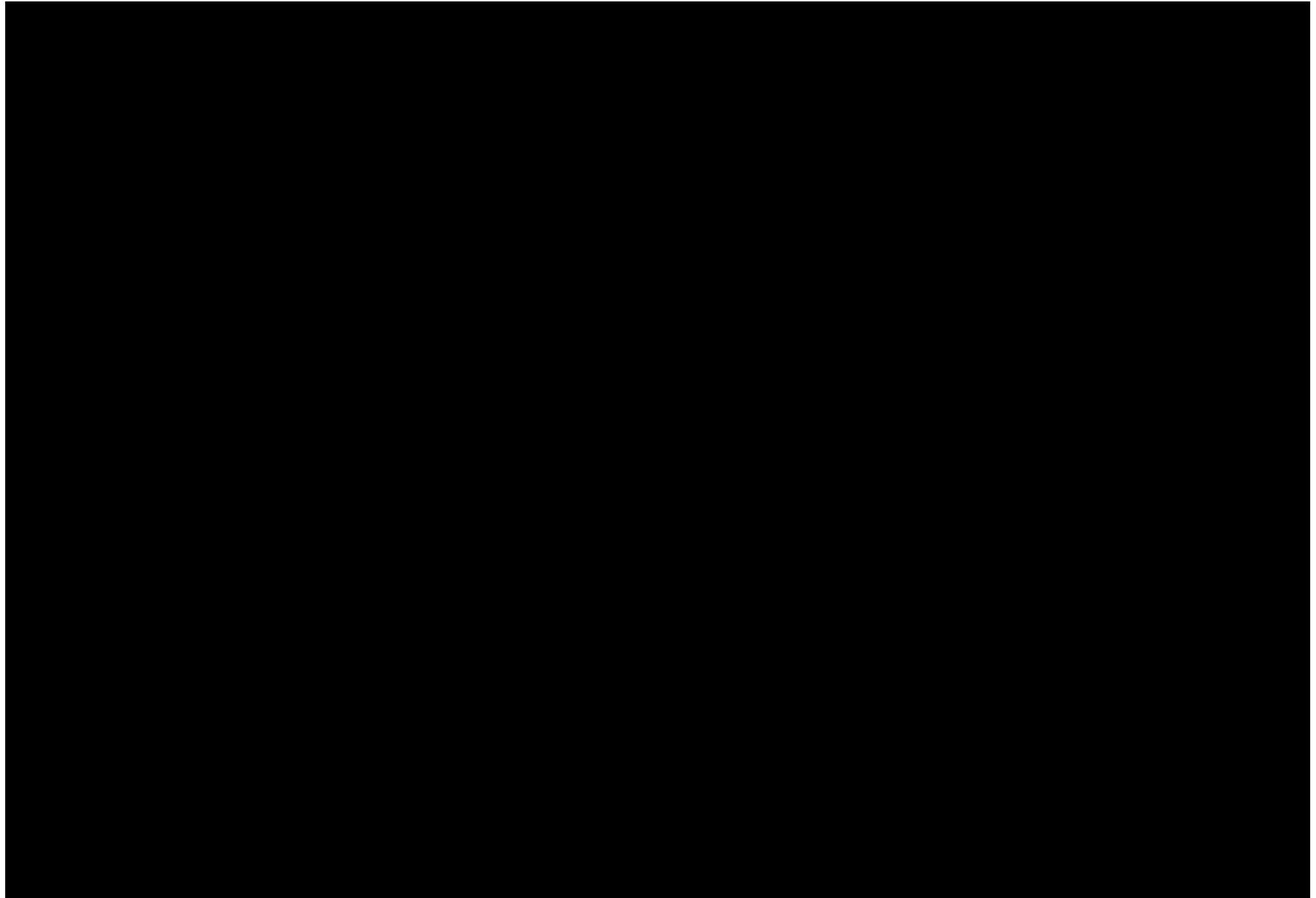


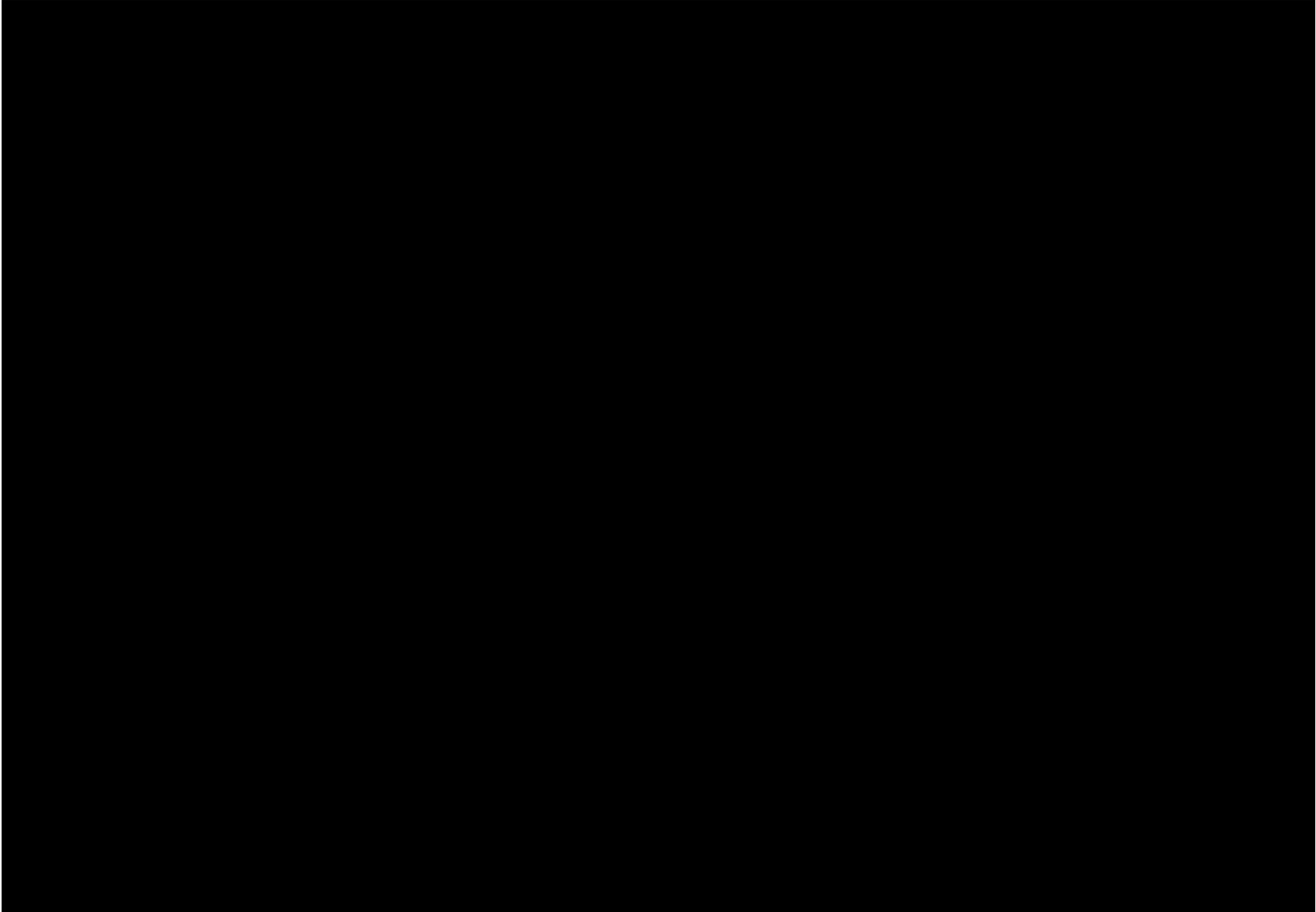
1.5 PROJECT STAFFING

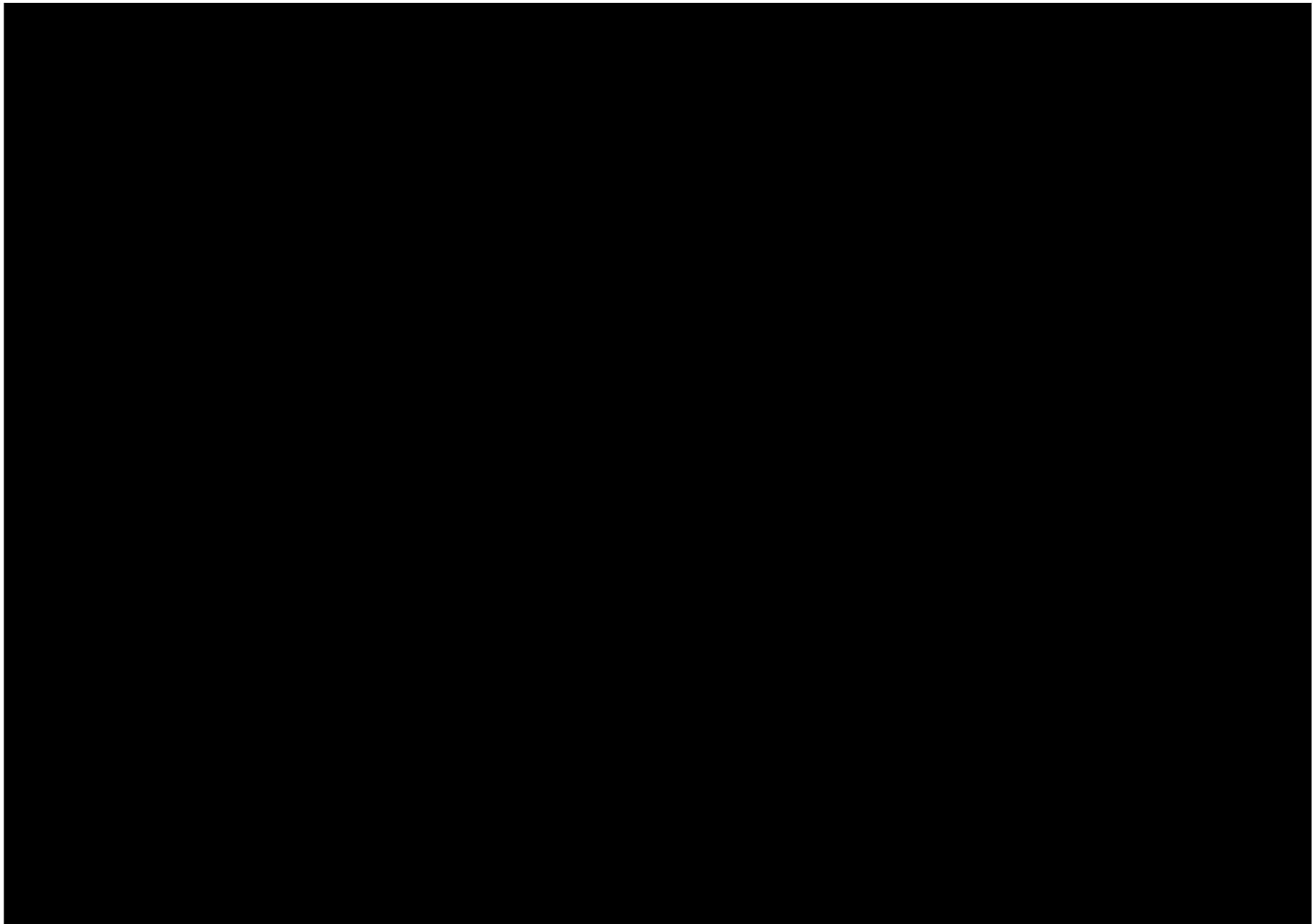


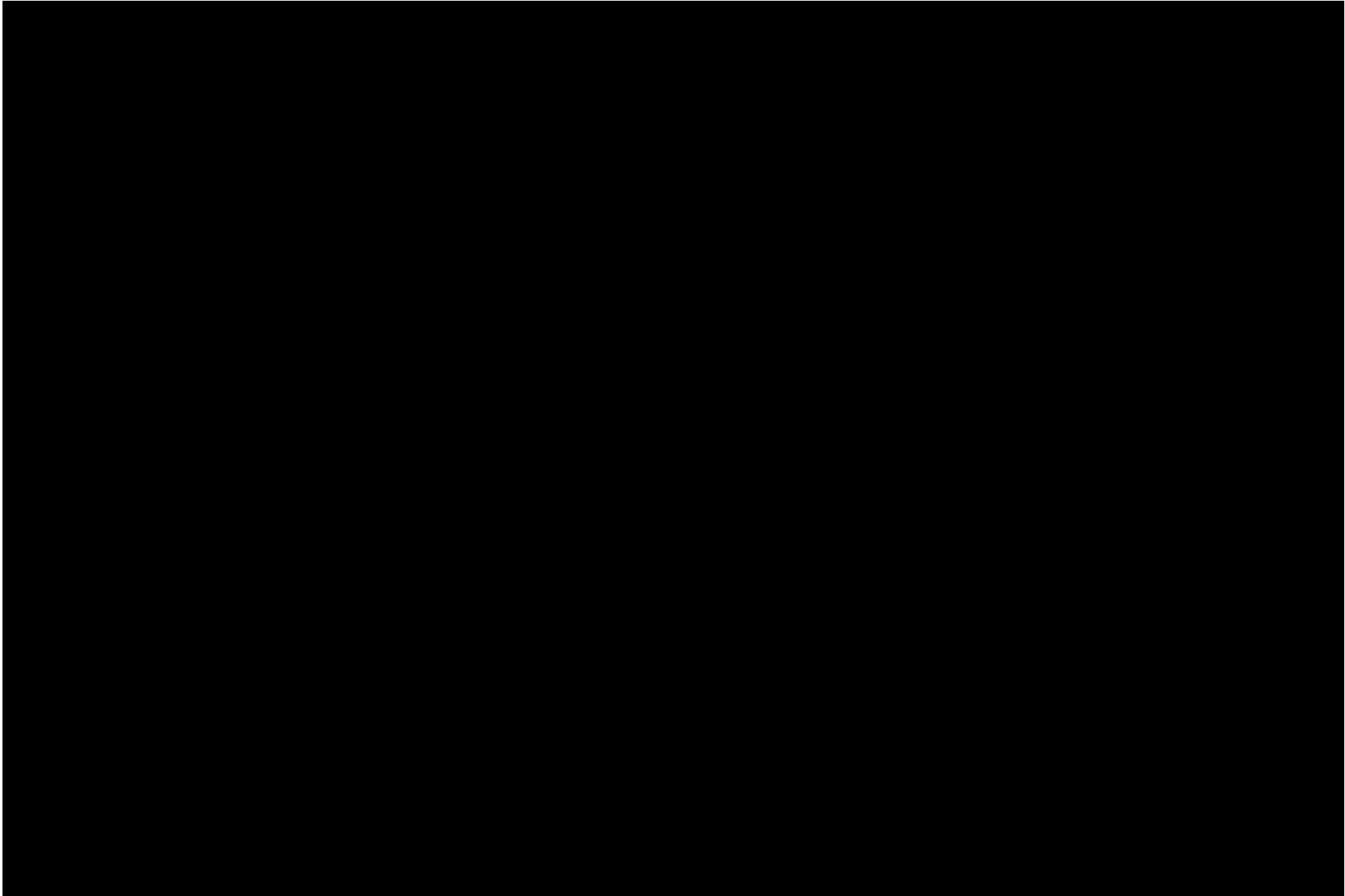


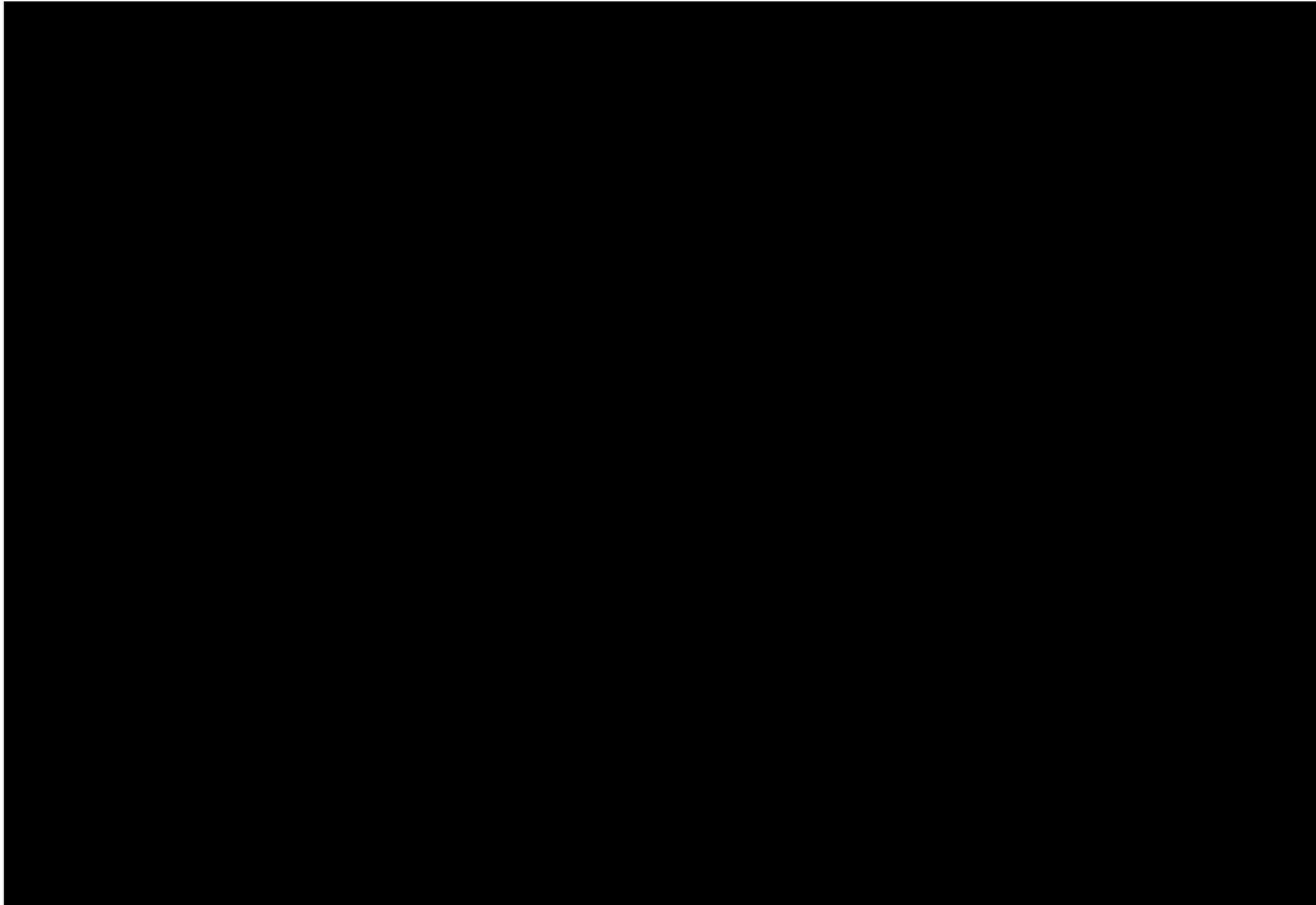


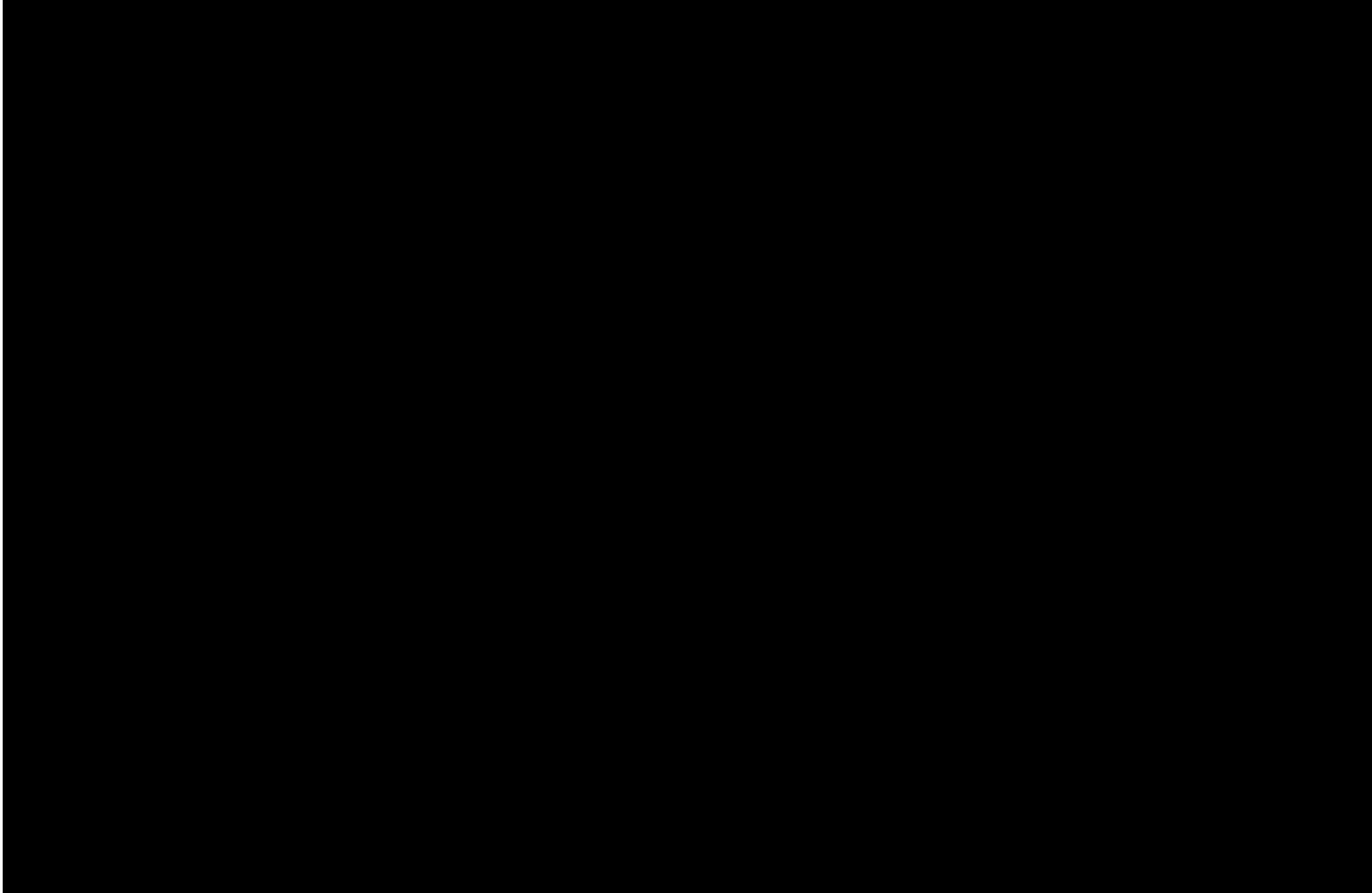


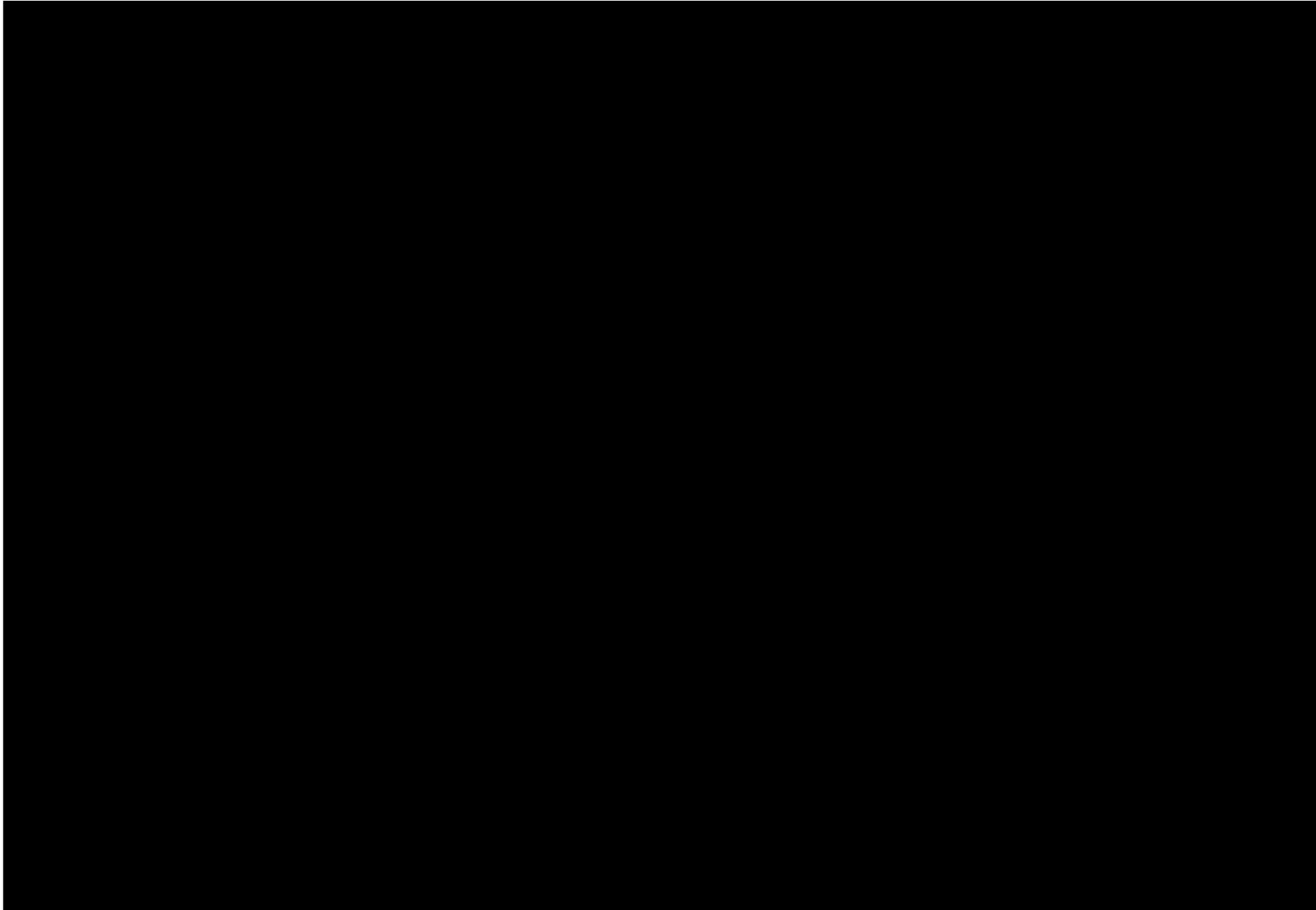




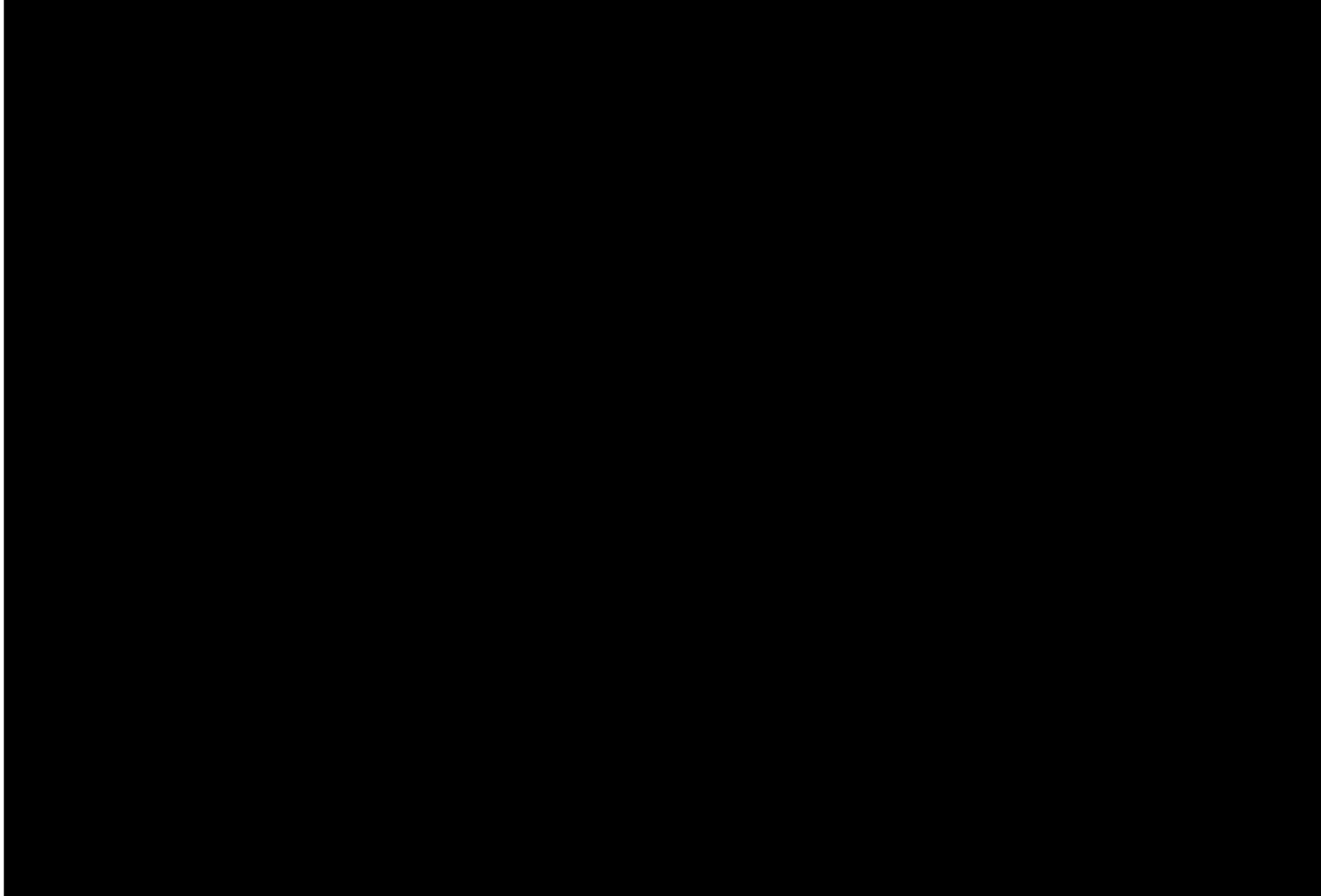


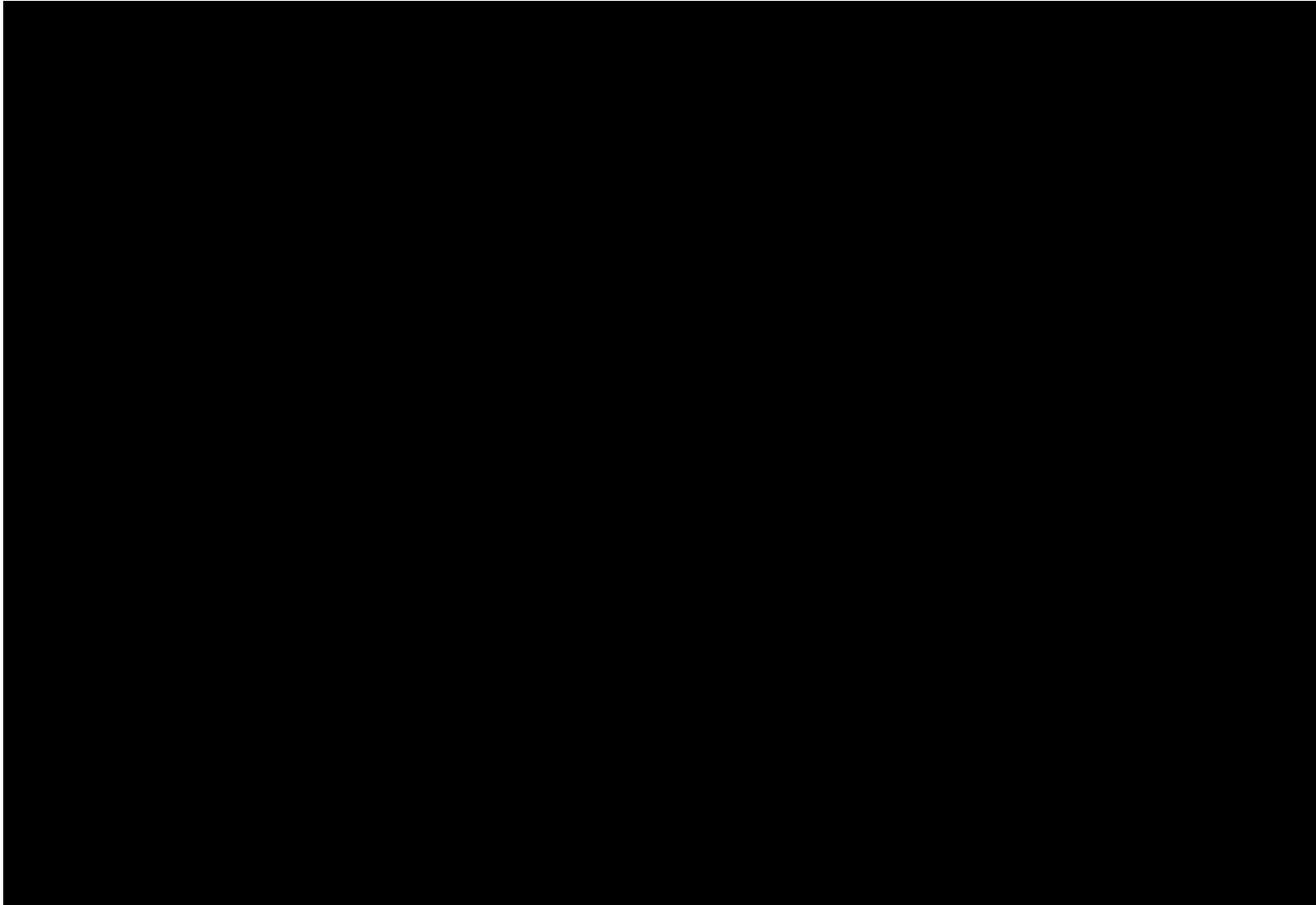


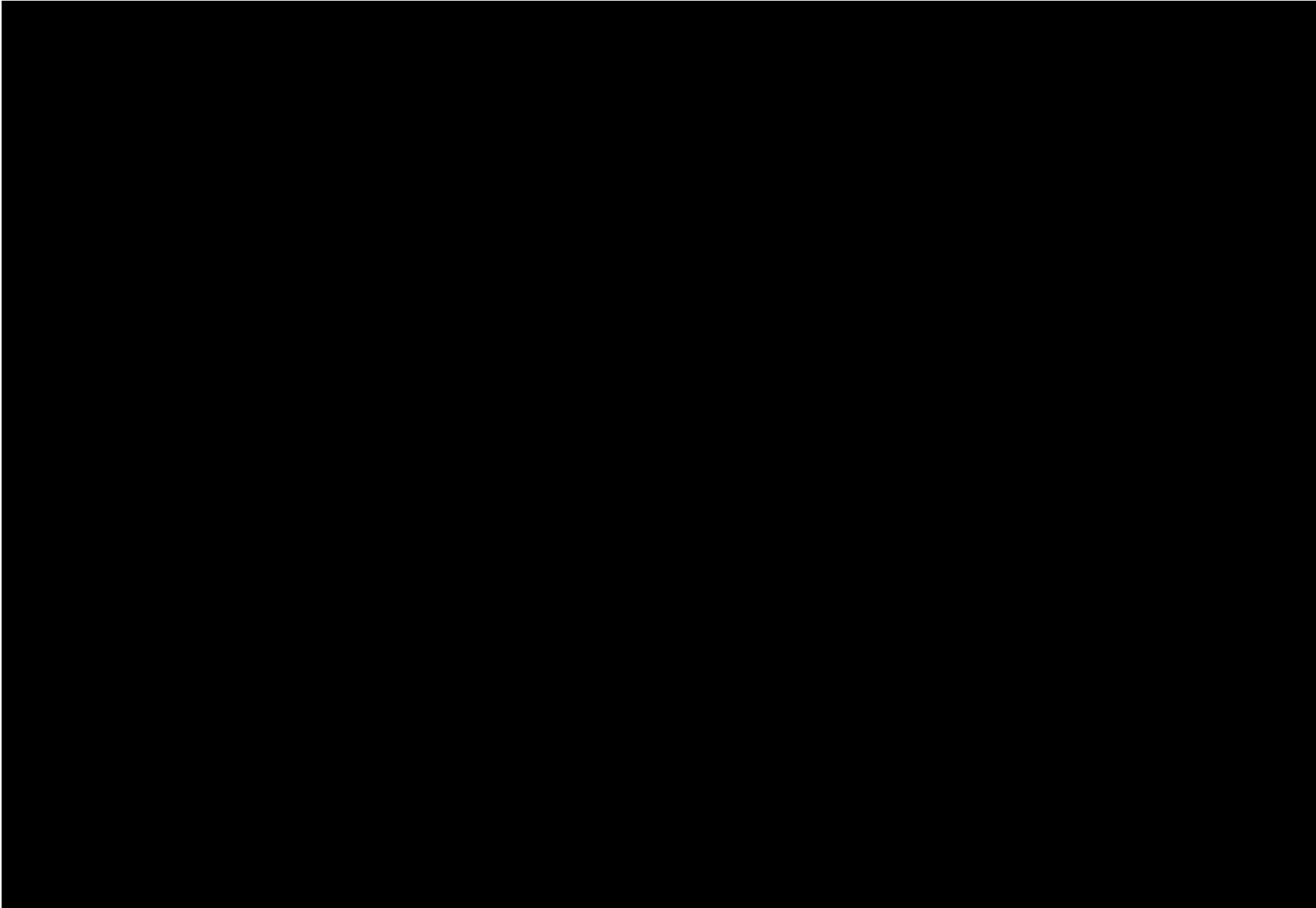








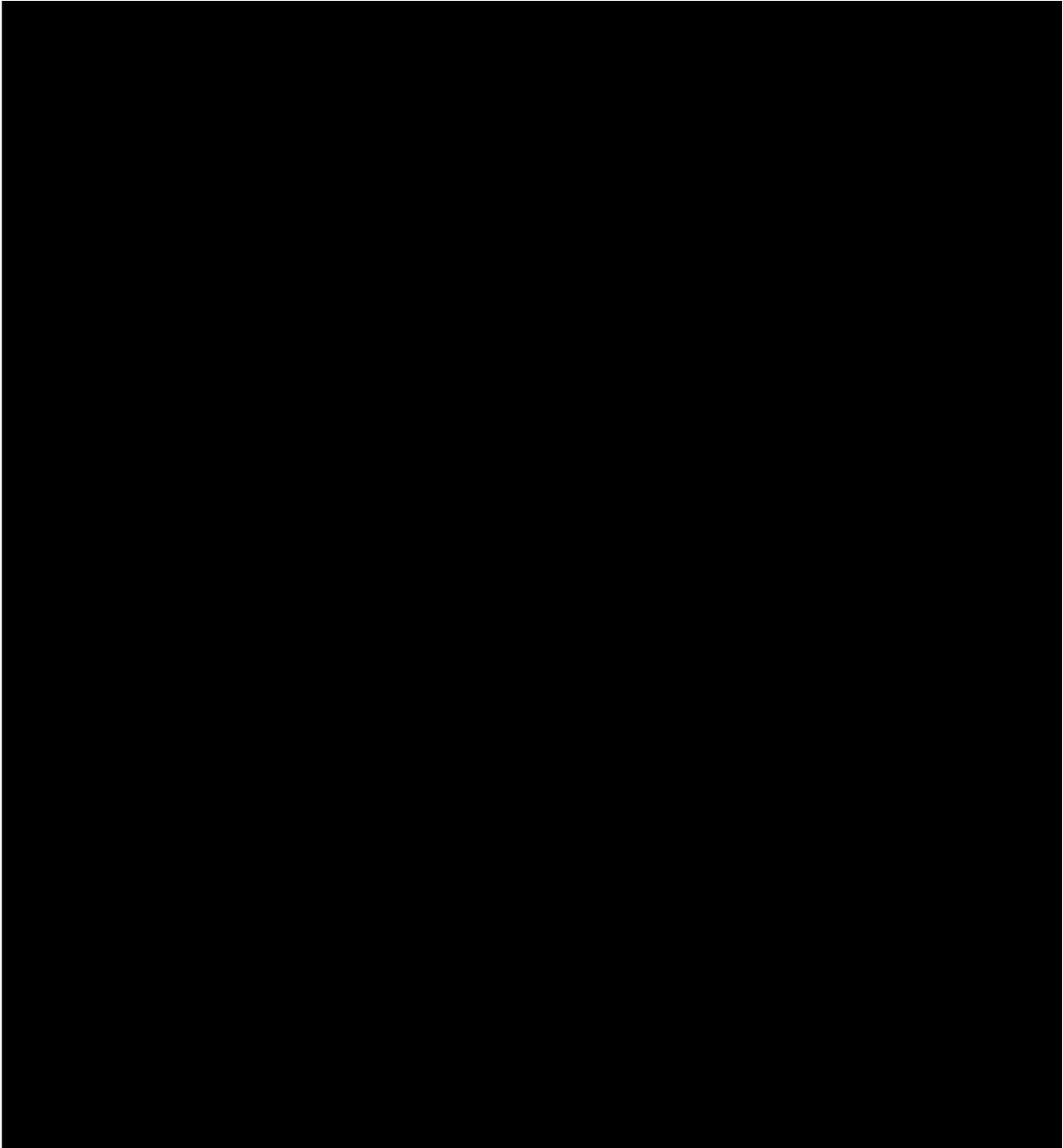


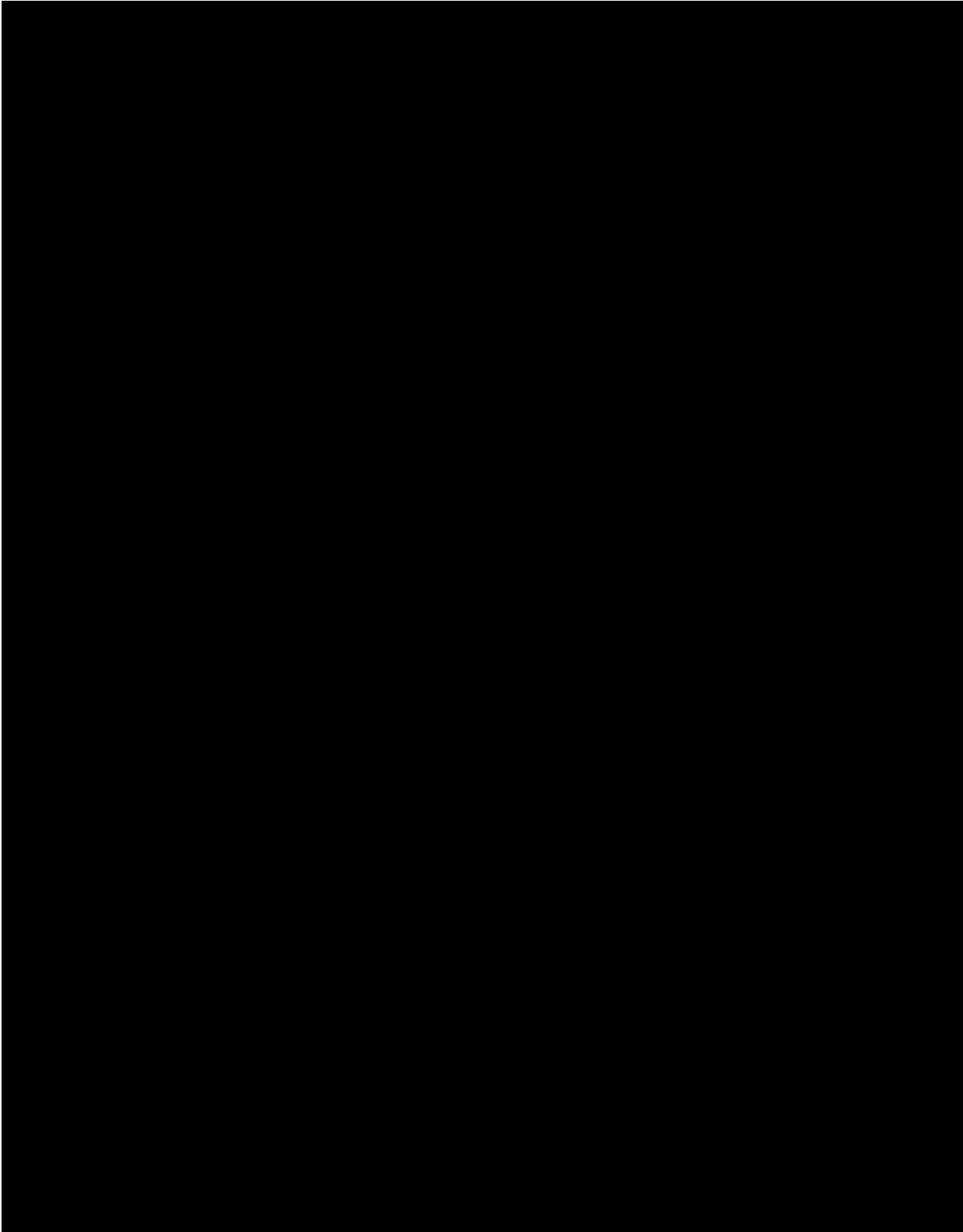


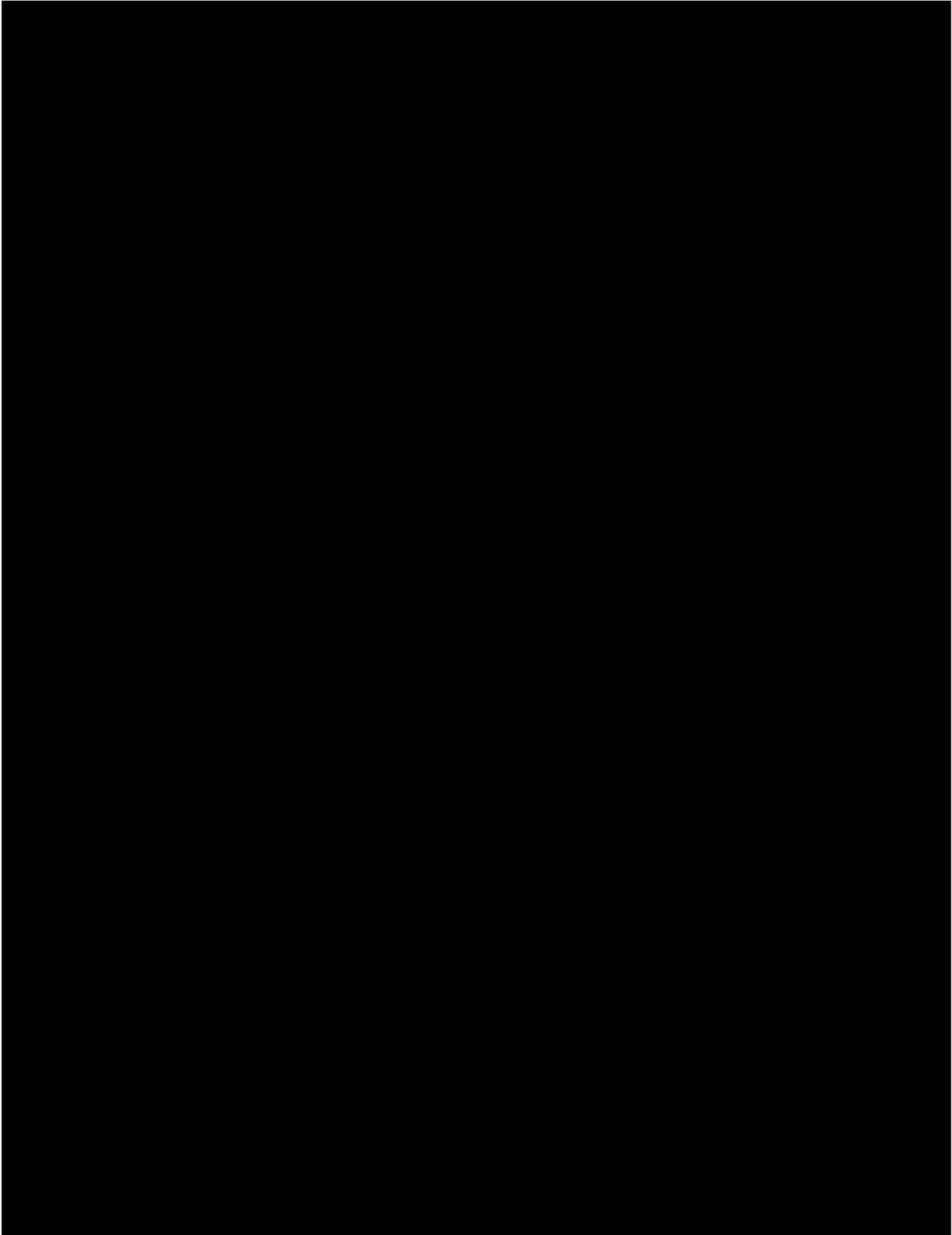
1.6 PRICING



1.7 DELIVERABLES MANAGEMENT

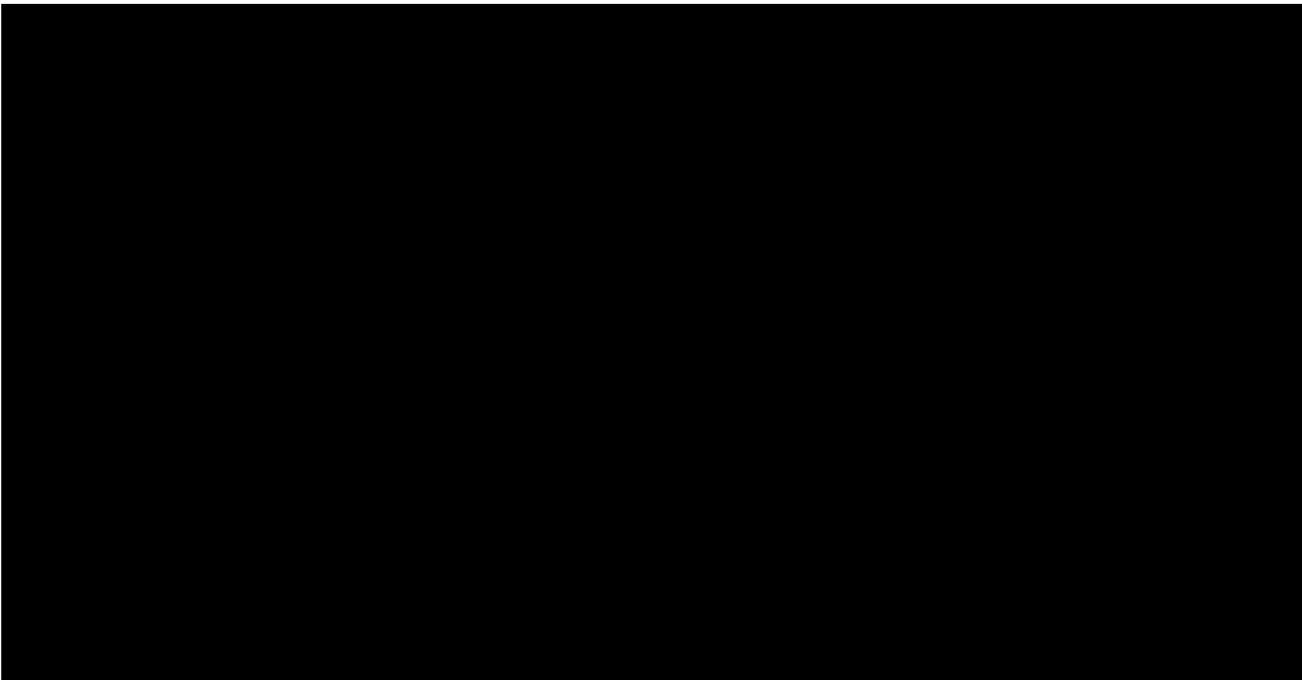






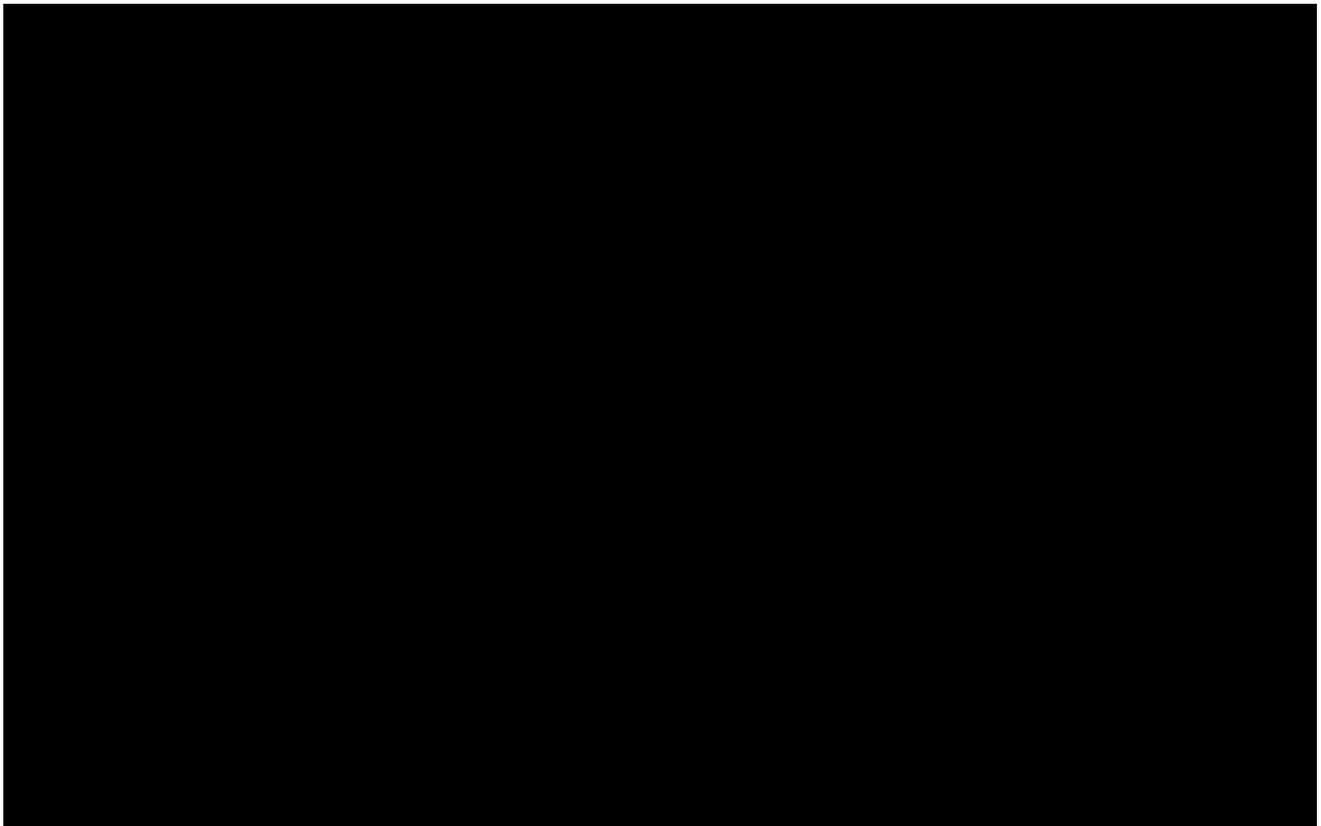


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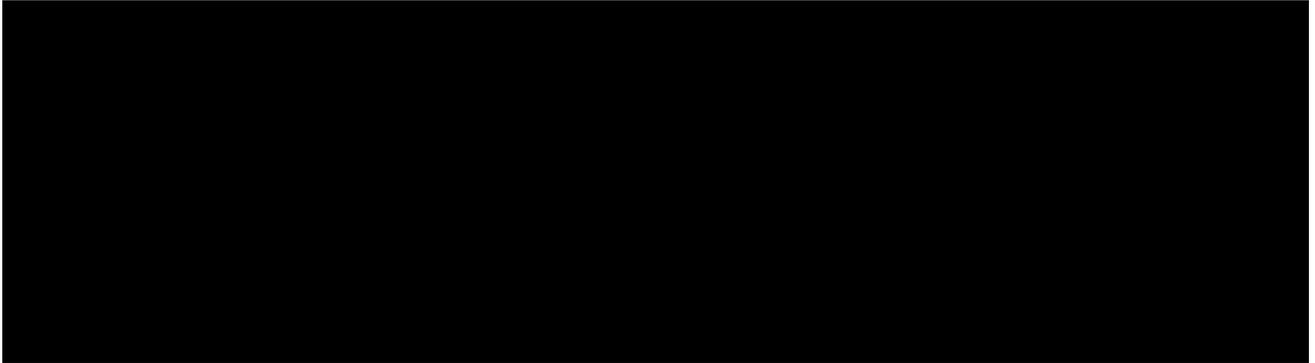




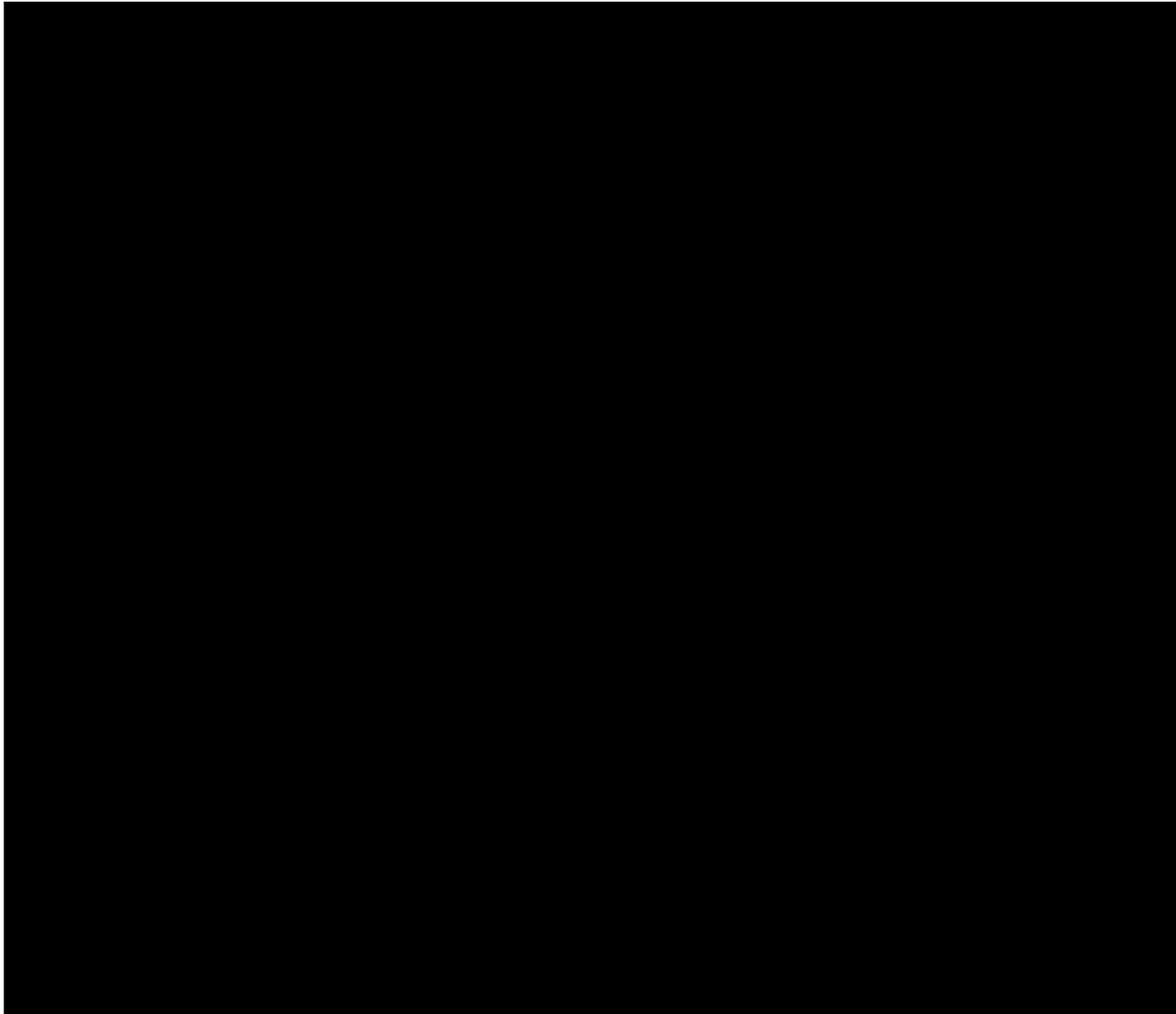
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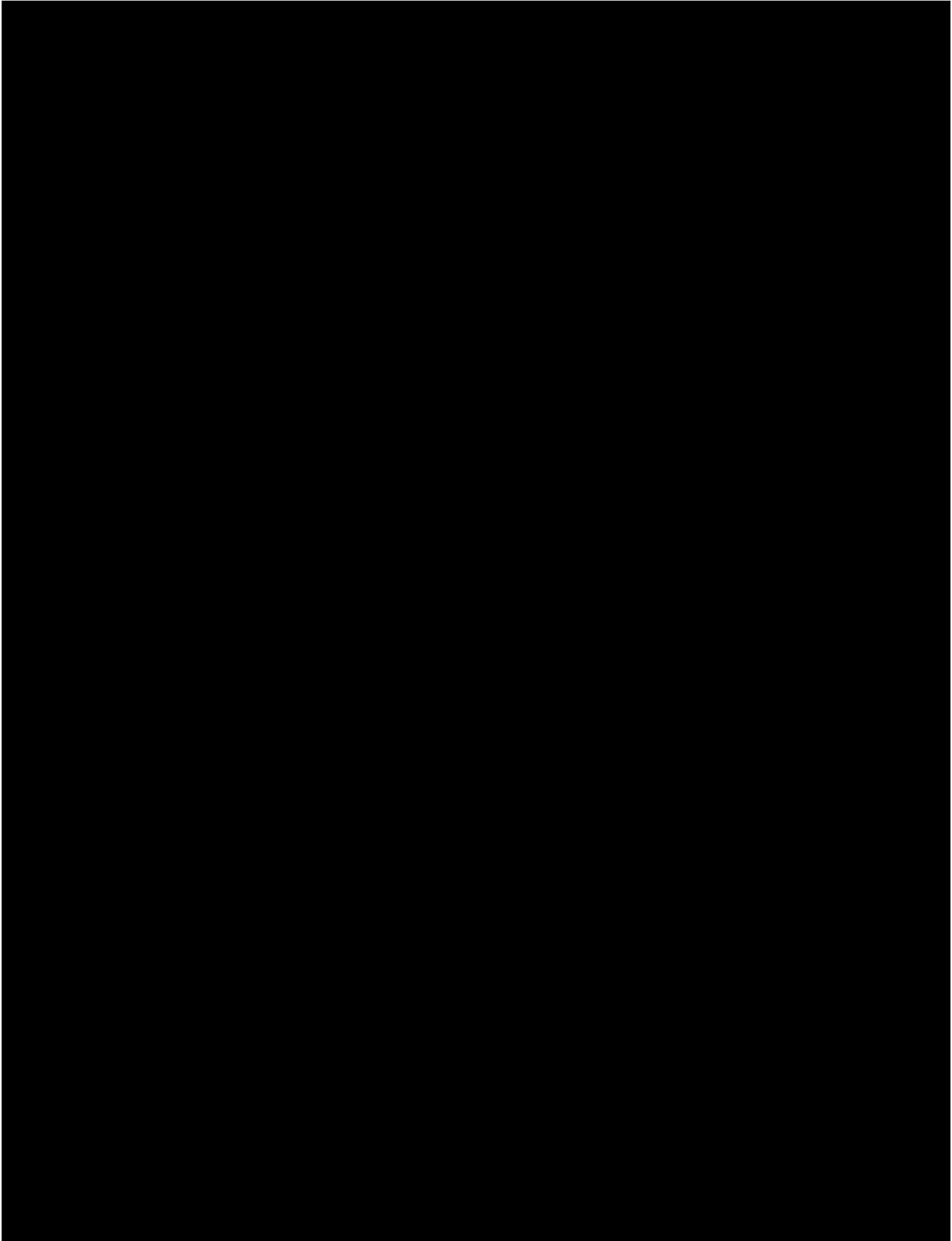


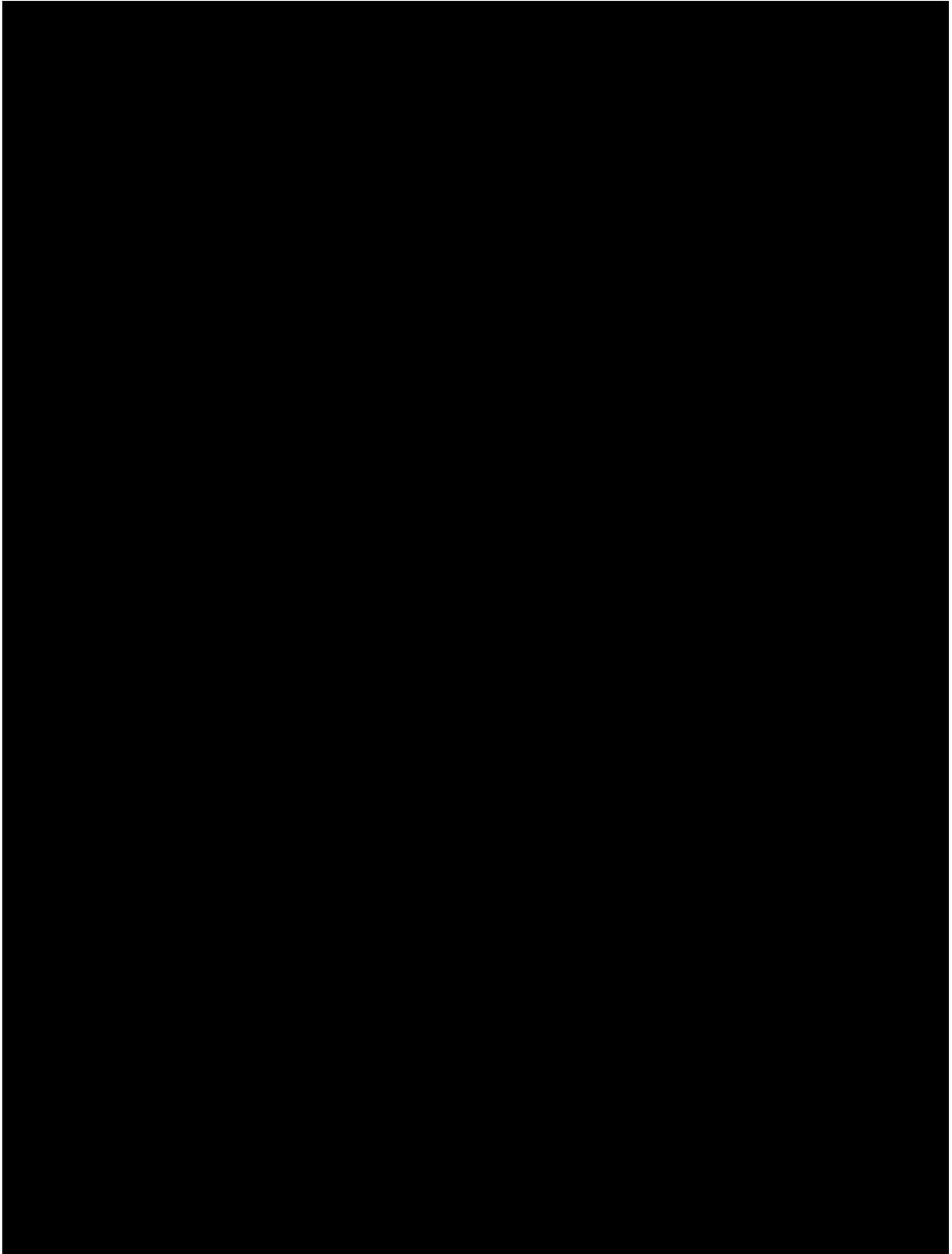
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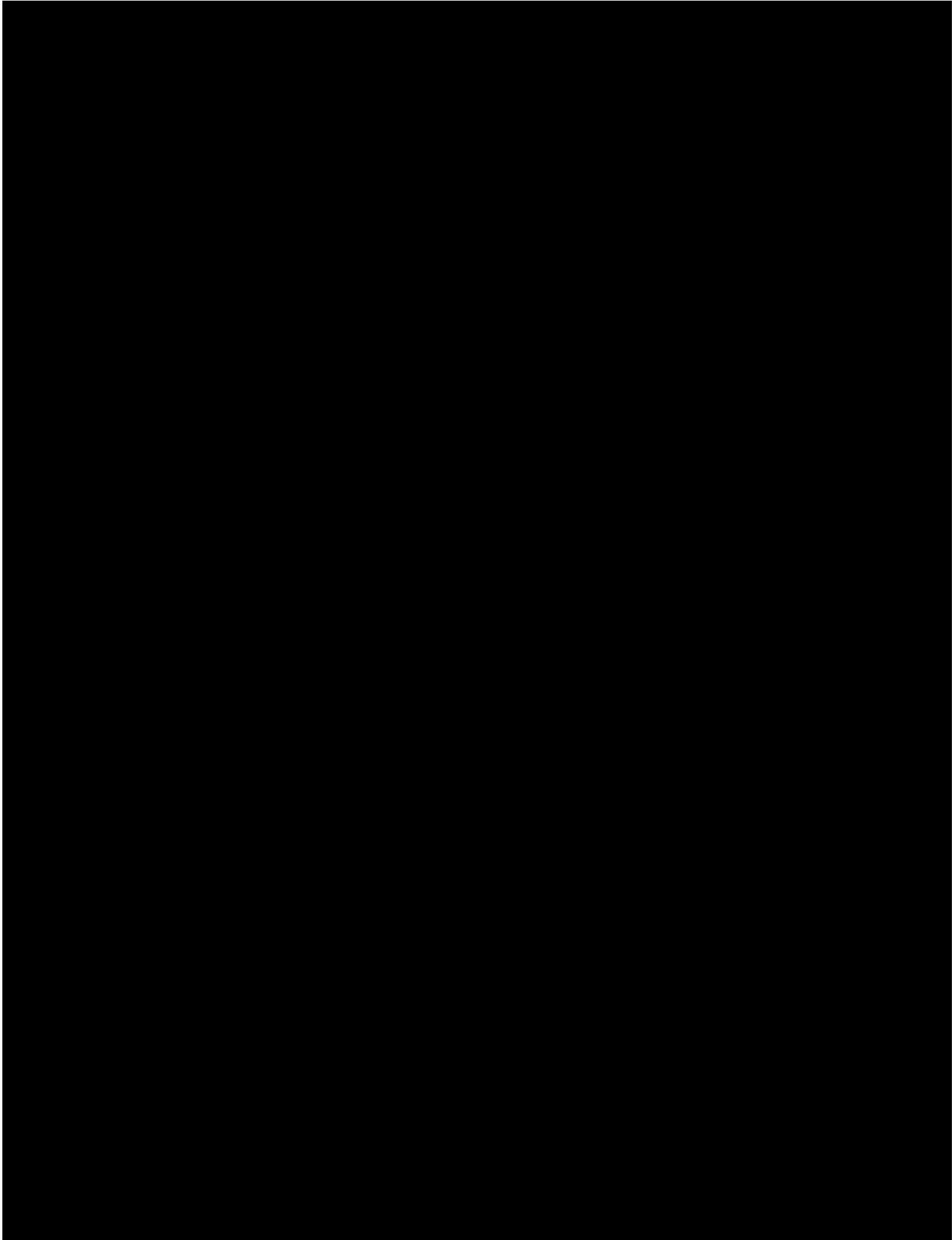


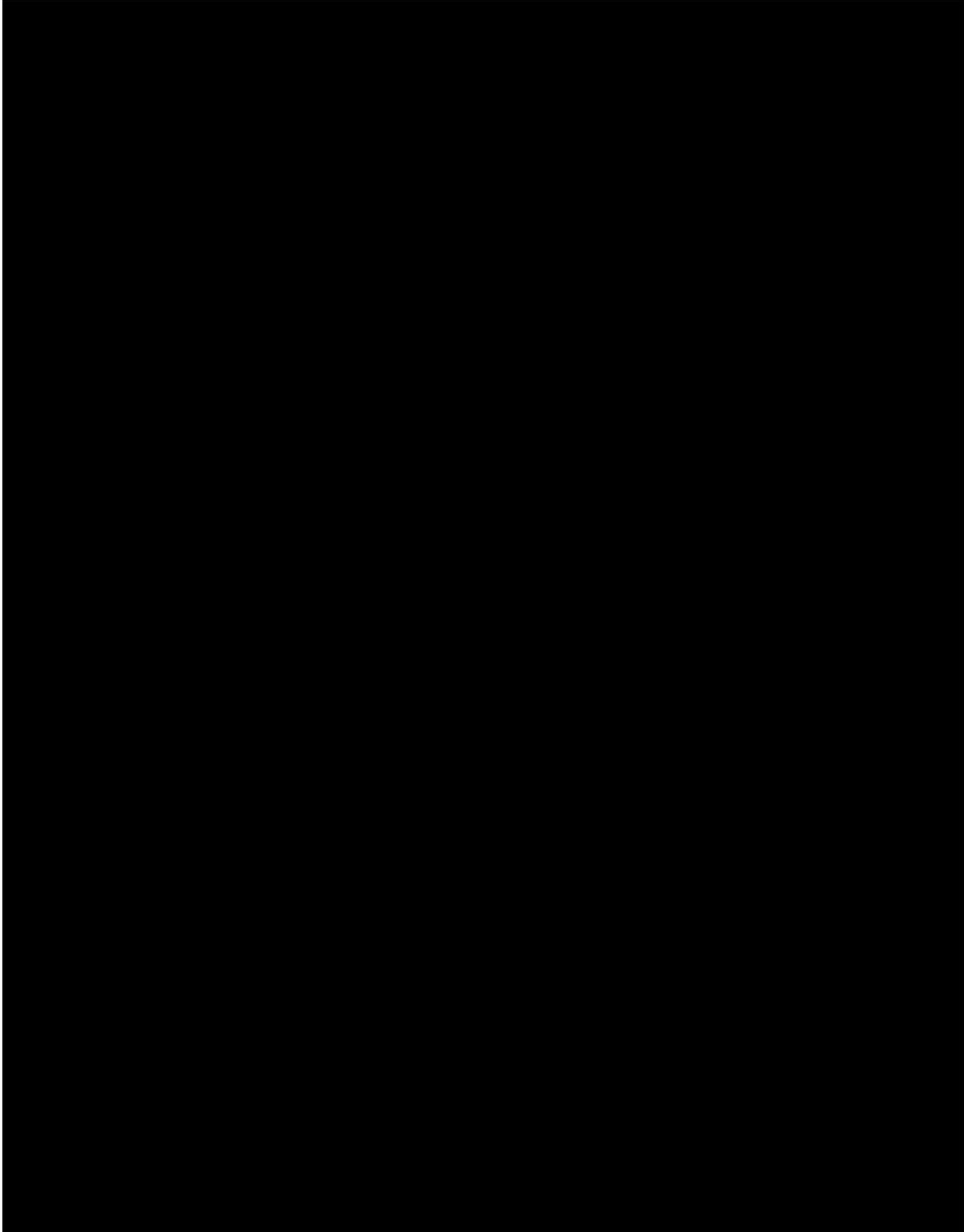
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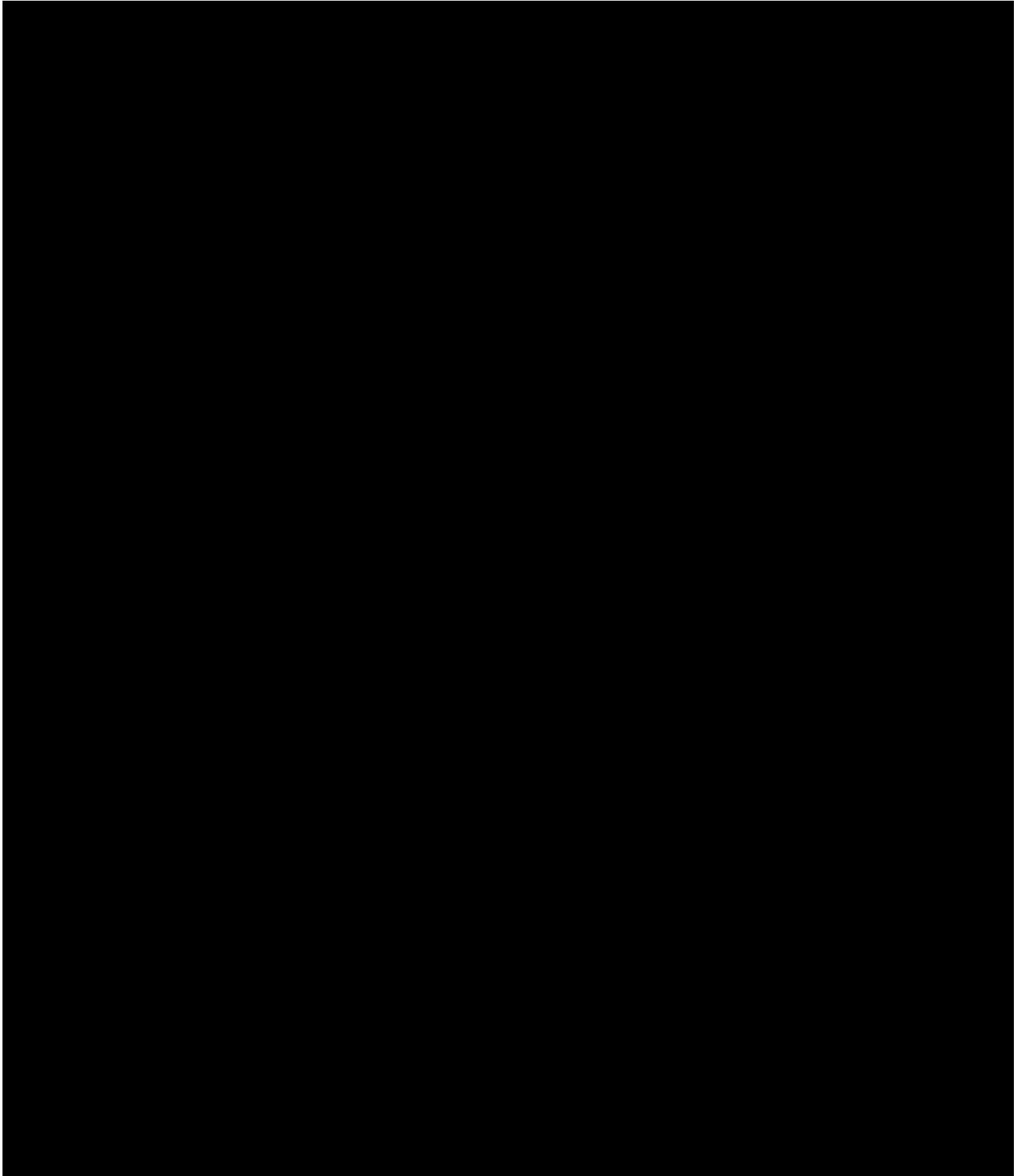






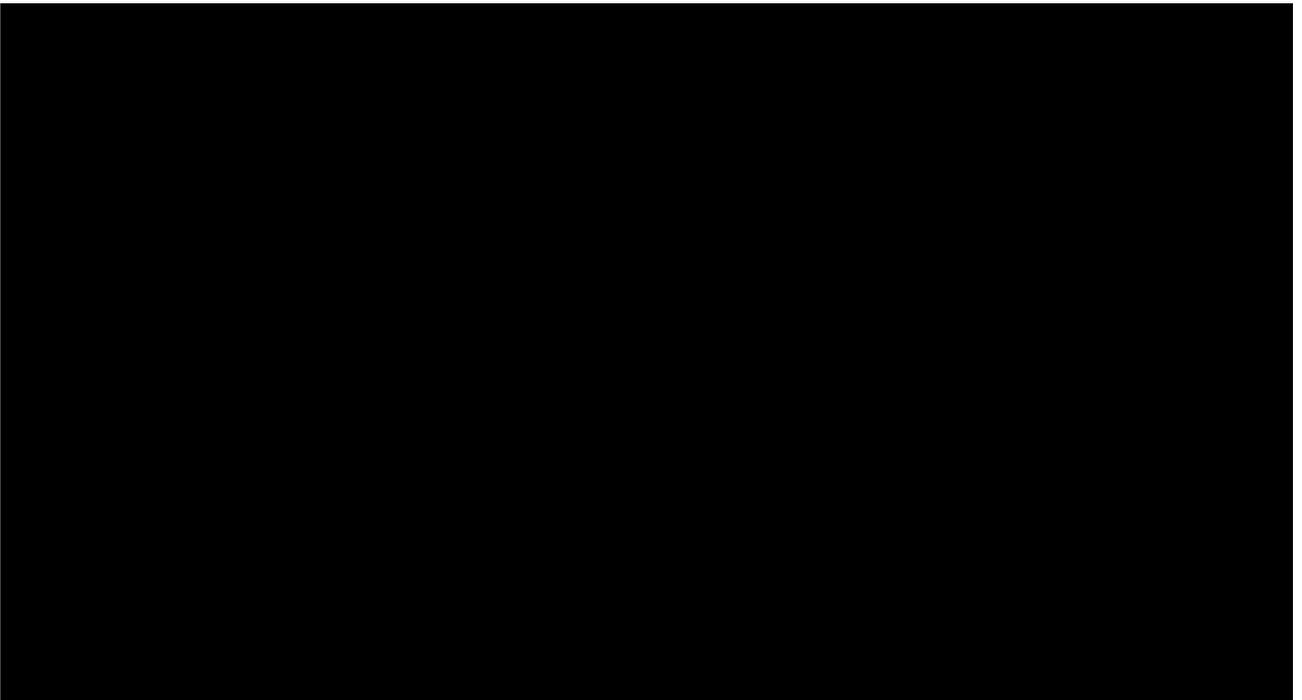


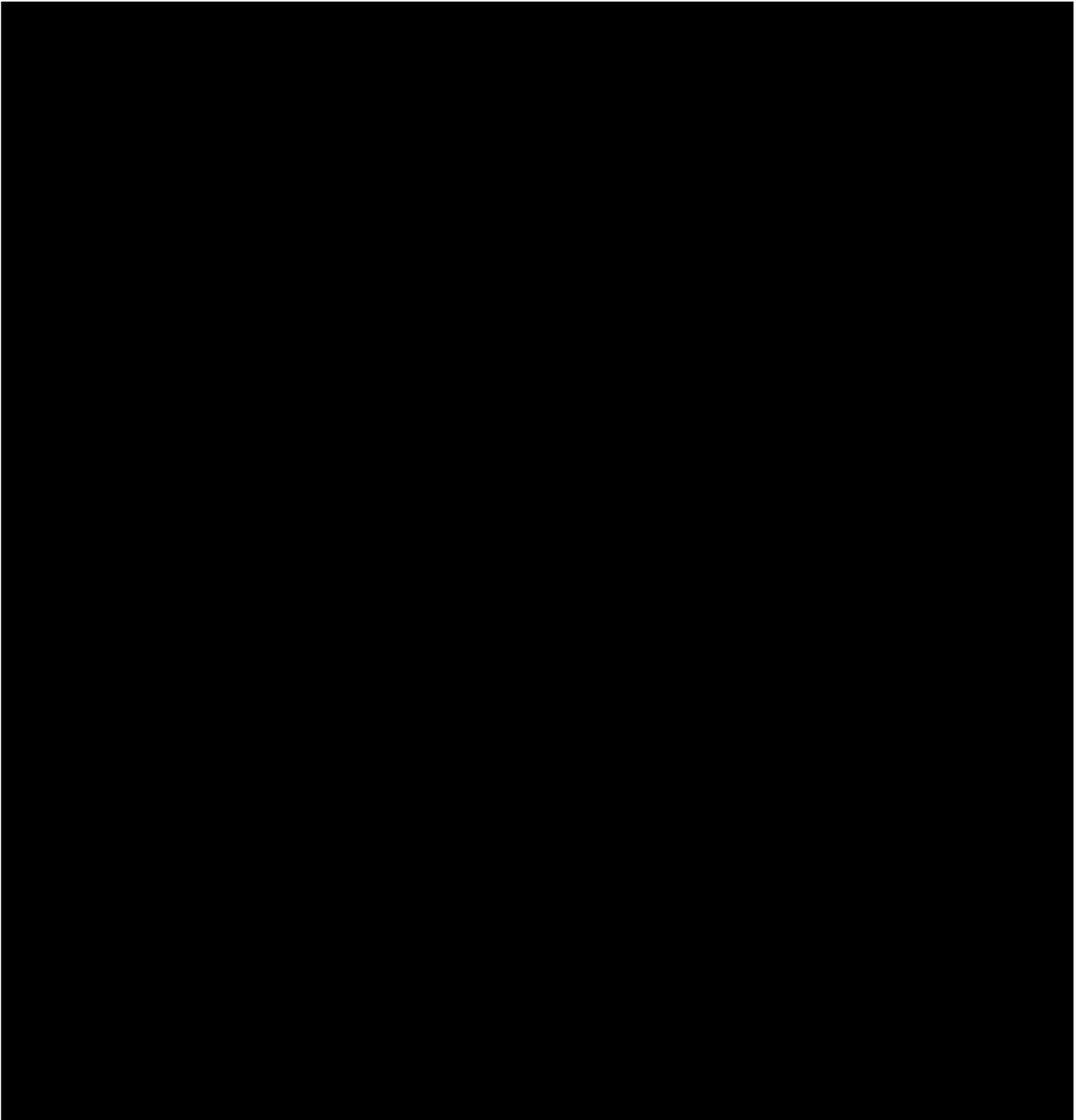






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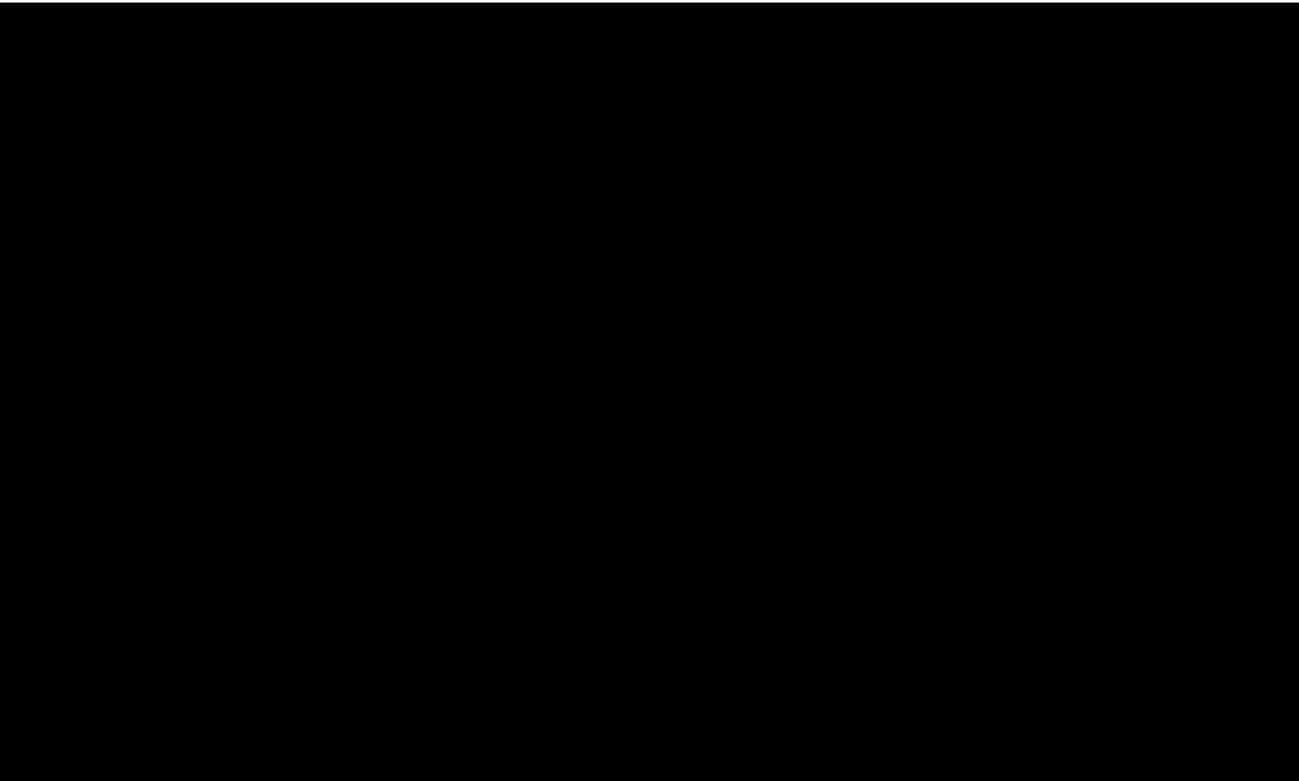




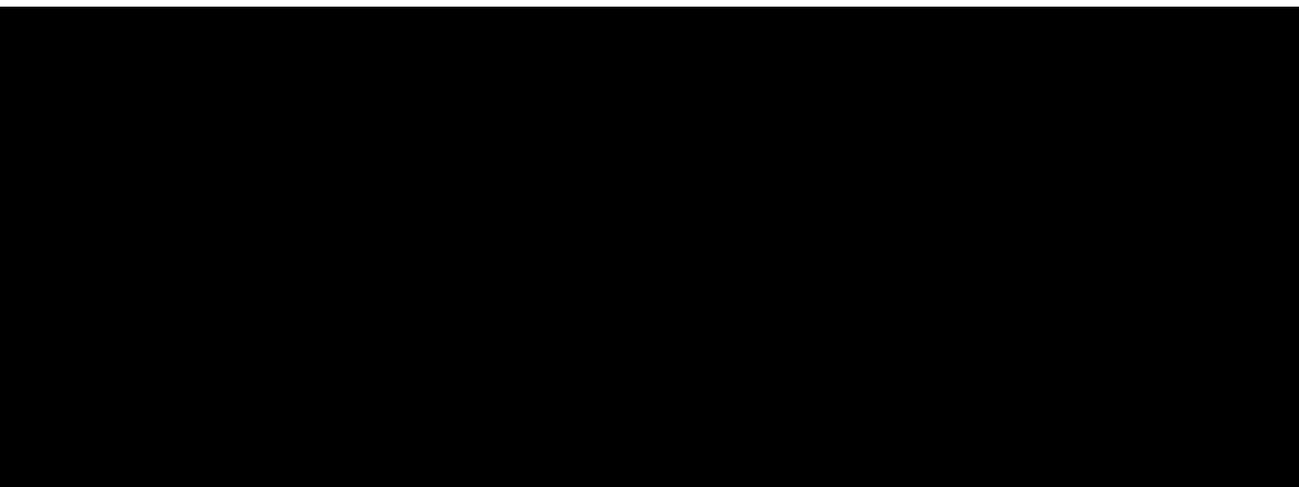
3. TECHNICAL ARCHITECTURE AND INFRASTRUCTURE DESIGN

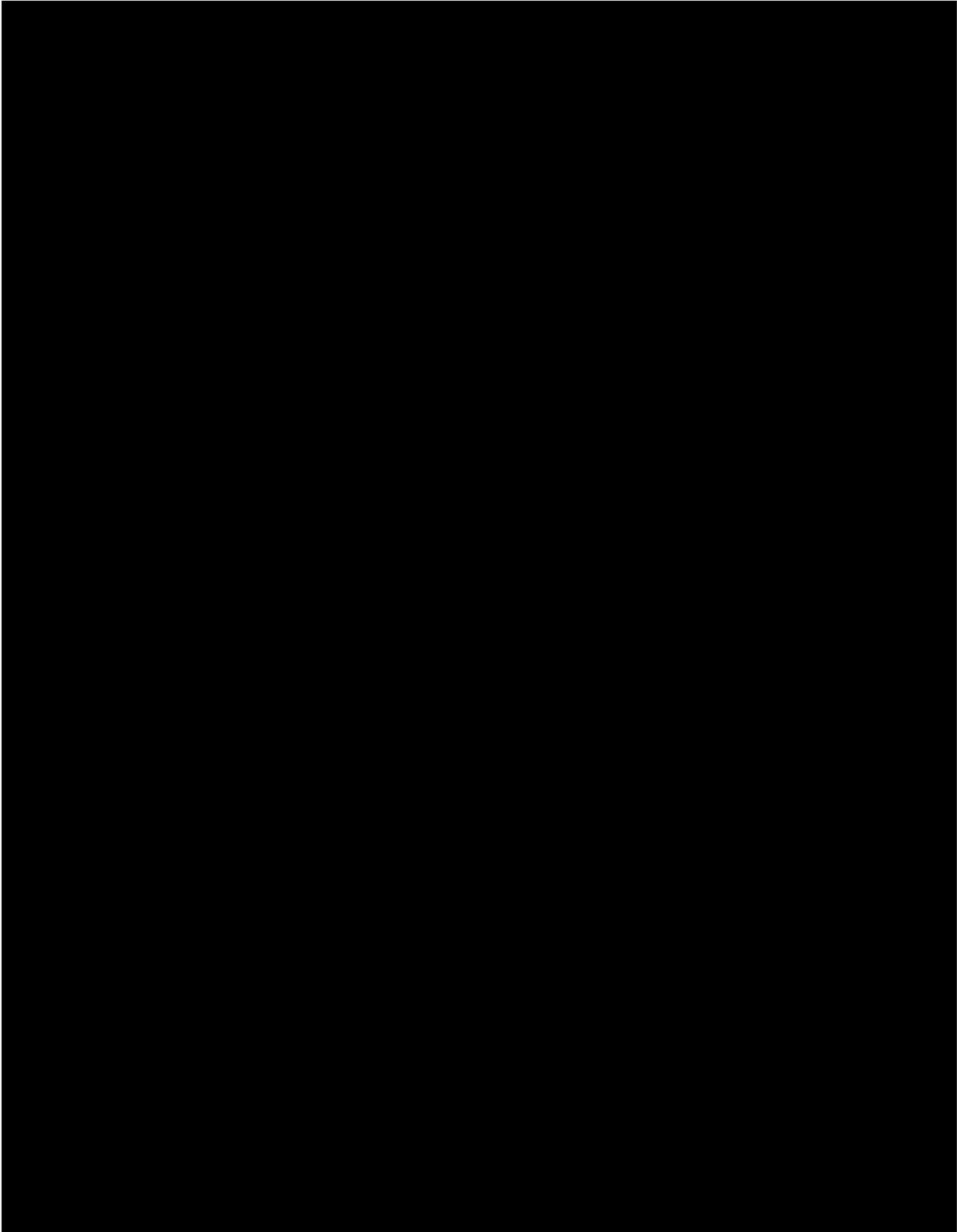


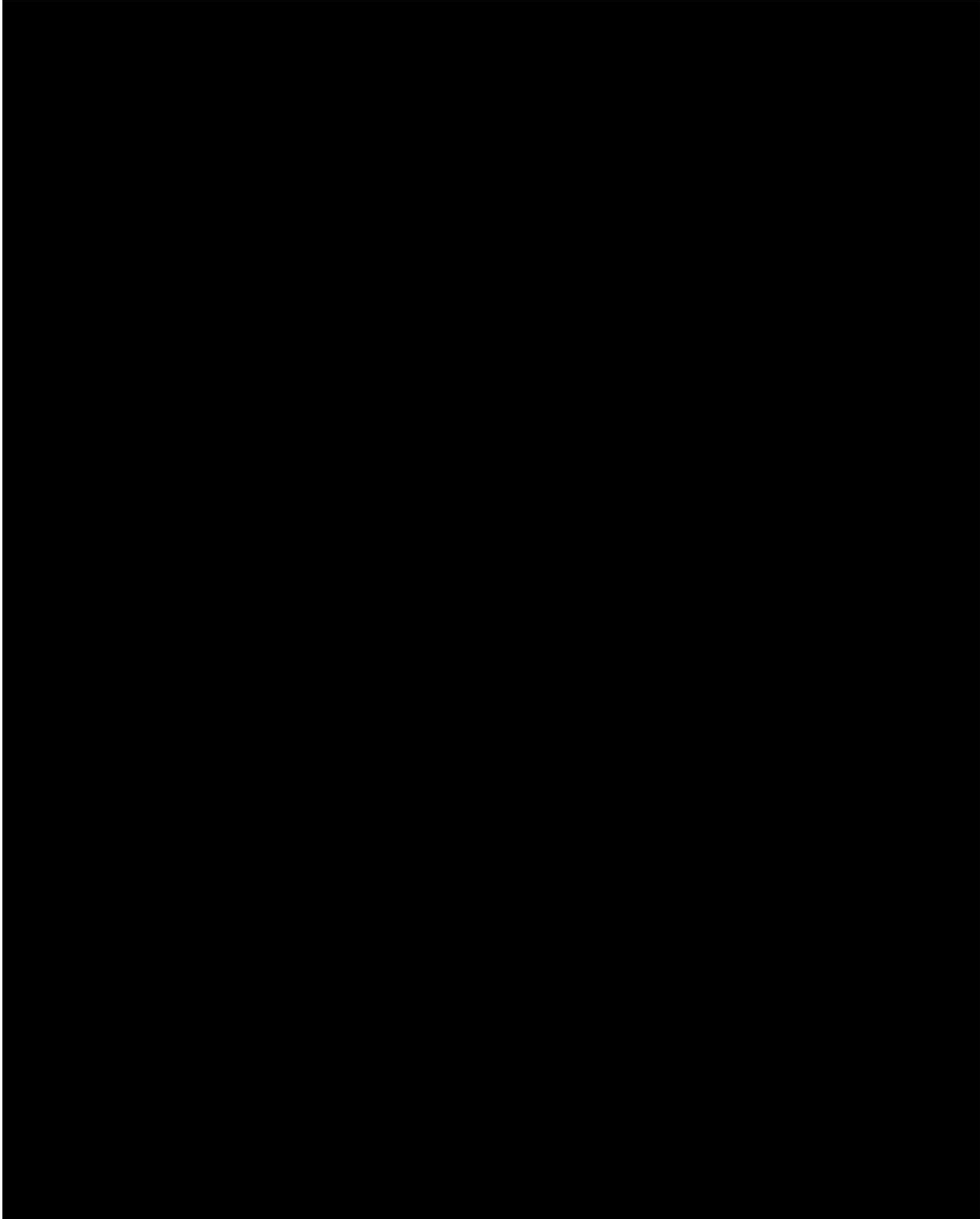
3.1 APPROACH

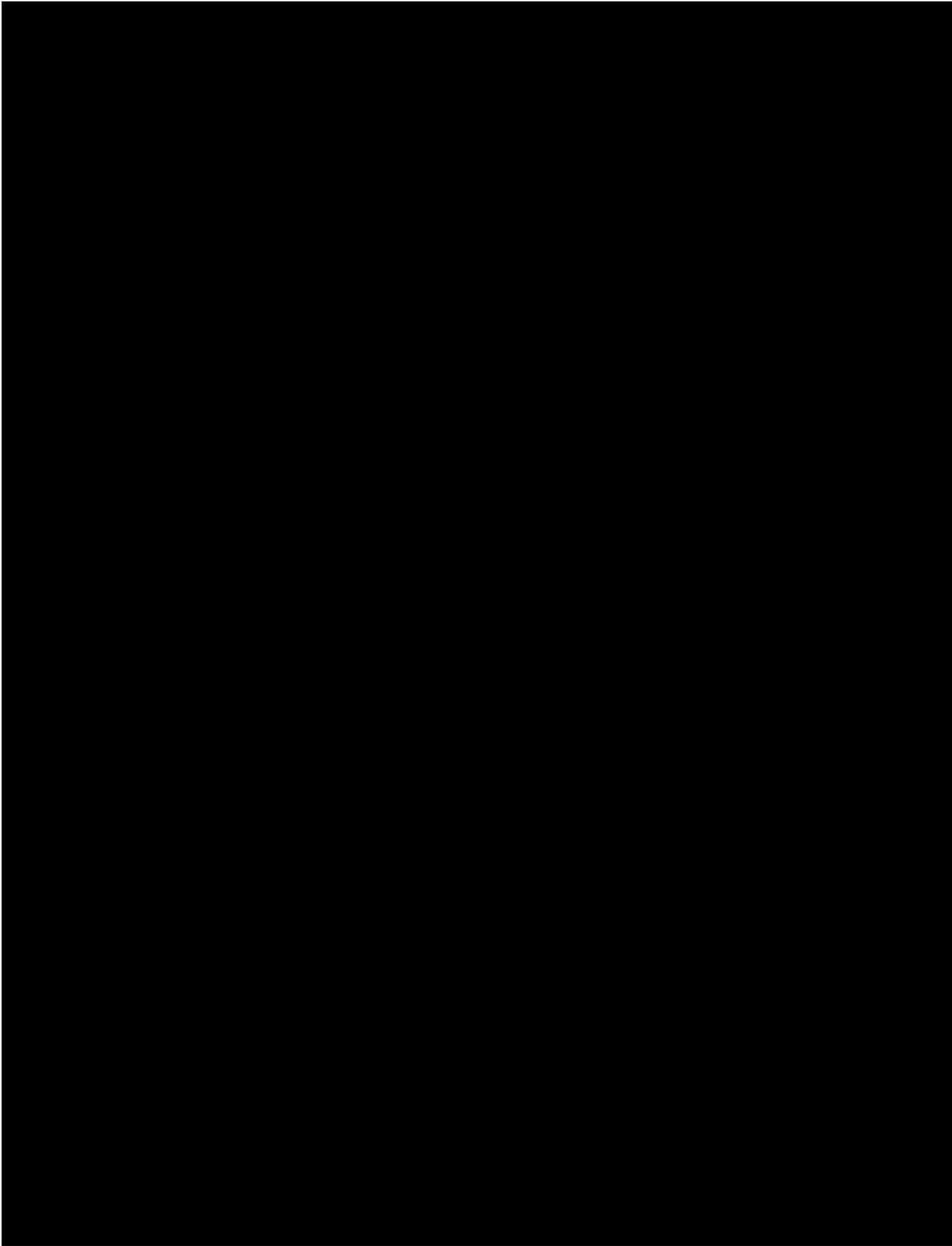


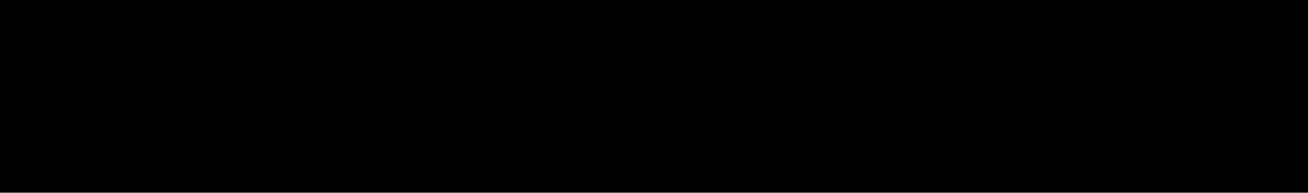
3.2 MAJOR ACTIVITIES



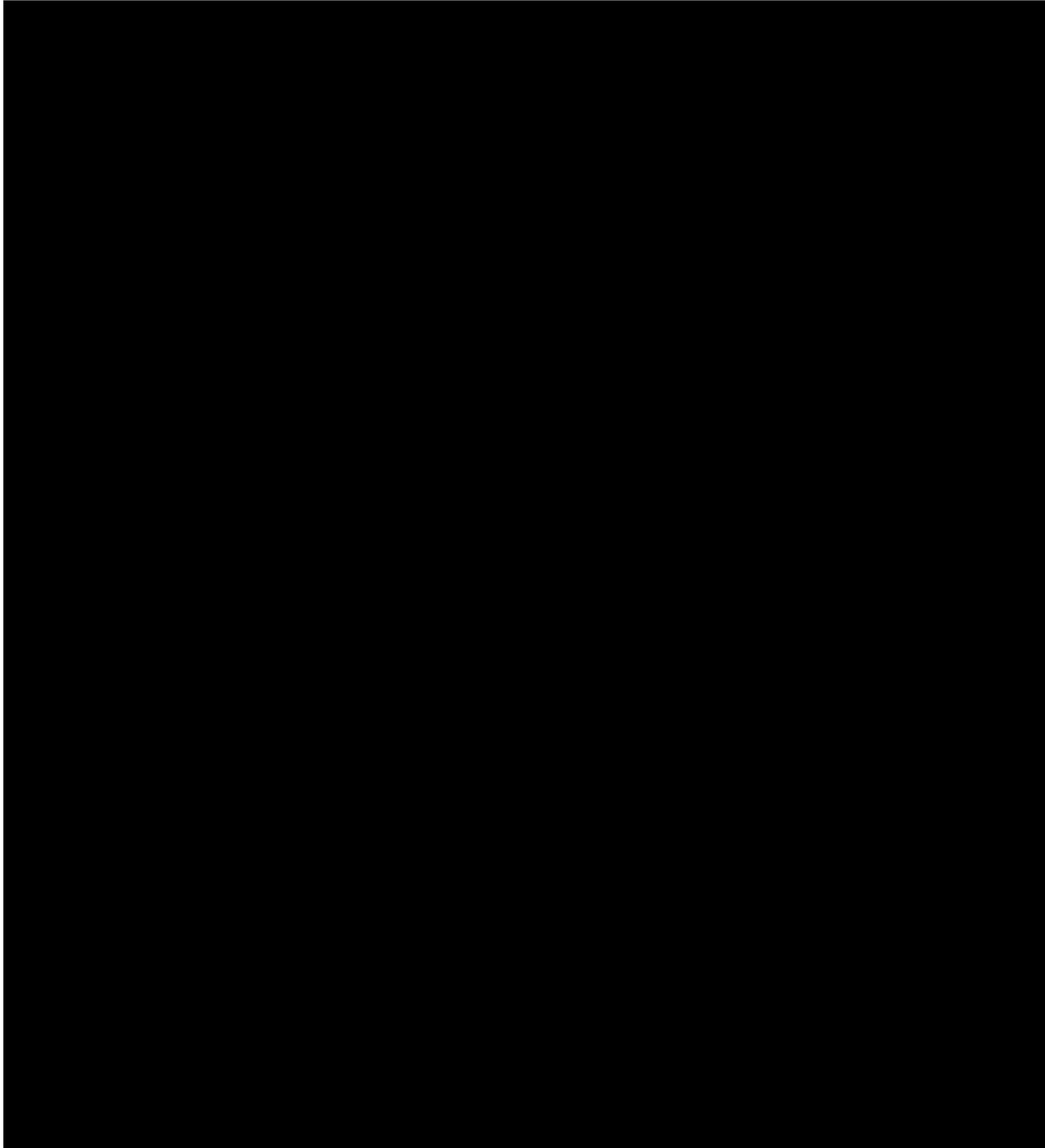








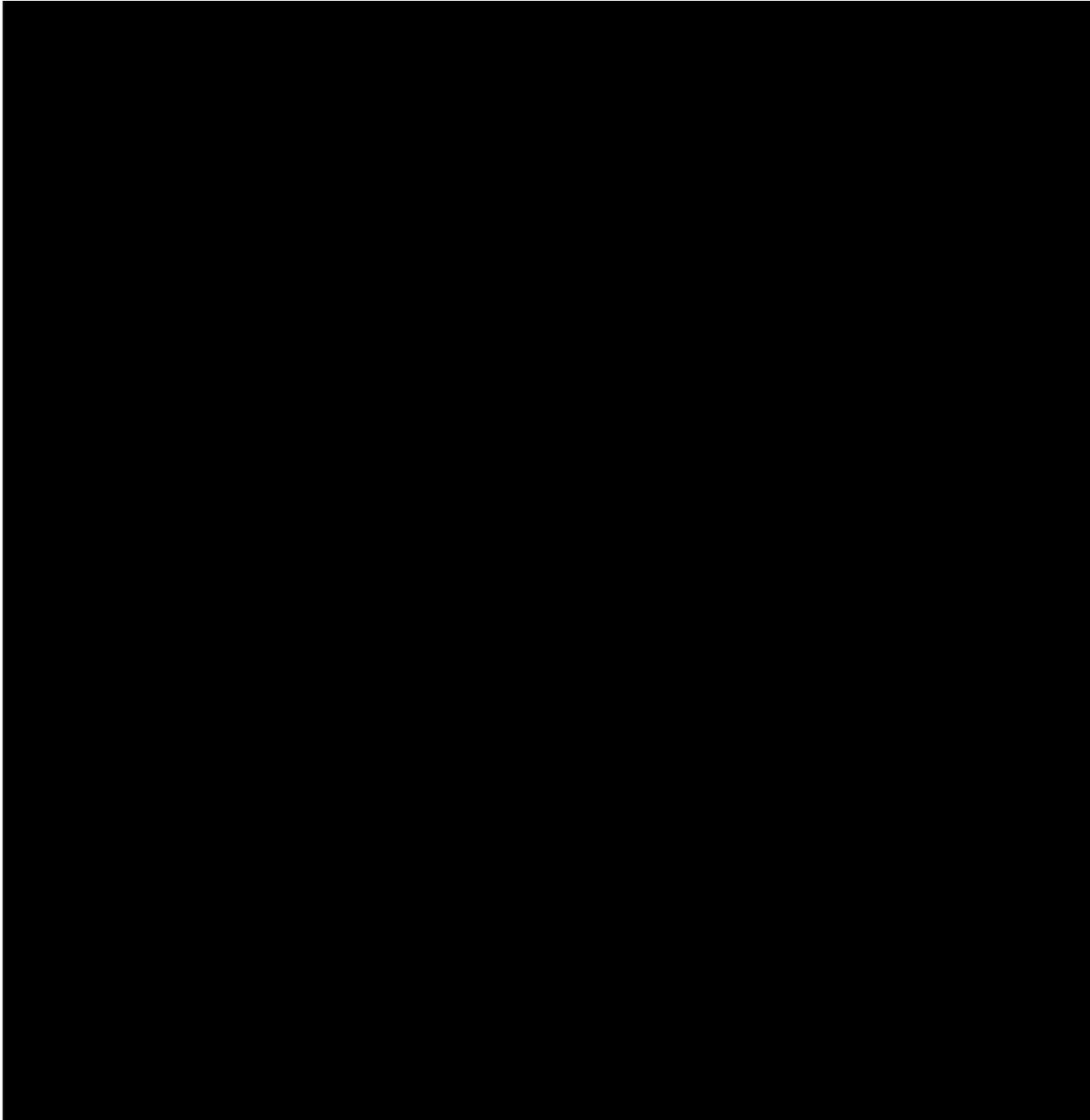
3.3 DELIVERABLES



4. SYSTEM CONFIGURATION

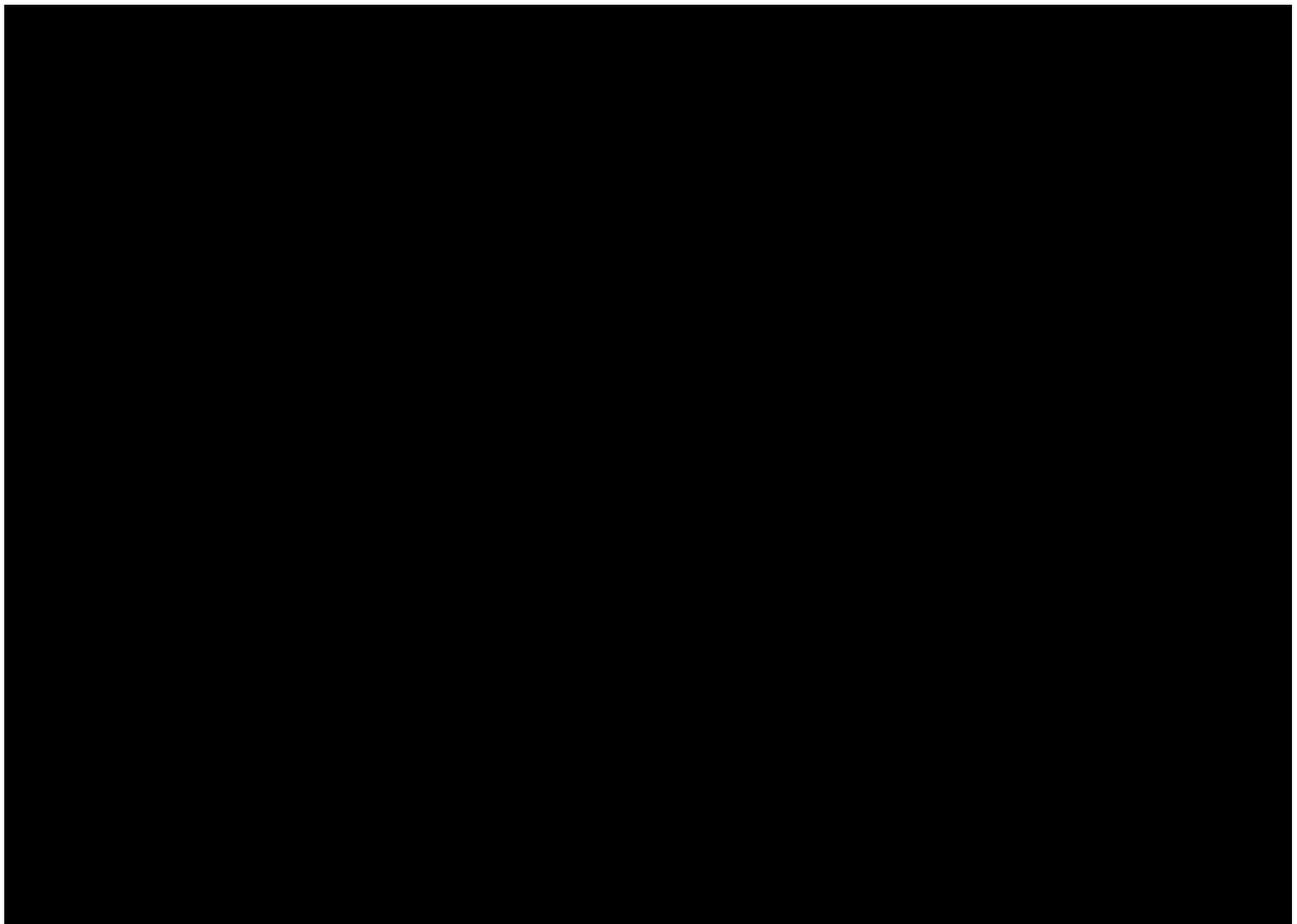


4.1 MAJOR ACTIVITIES

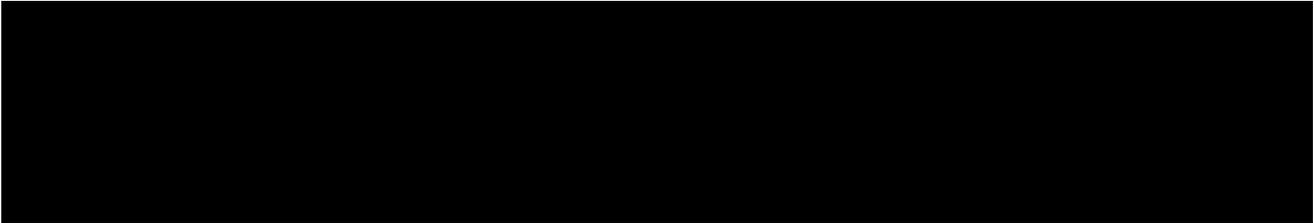




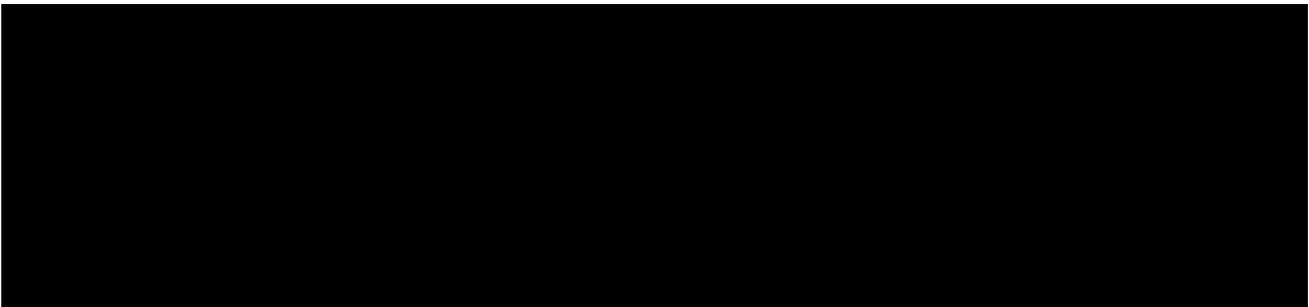
4.2 DELIVERABLES



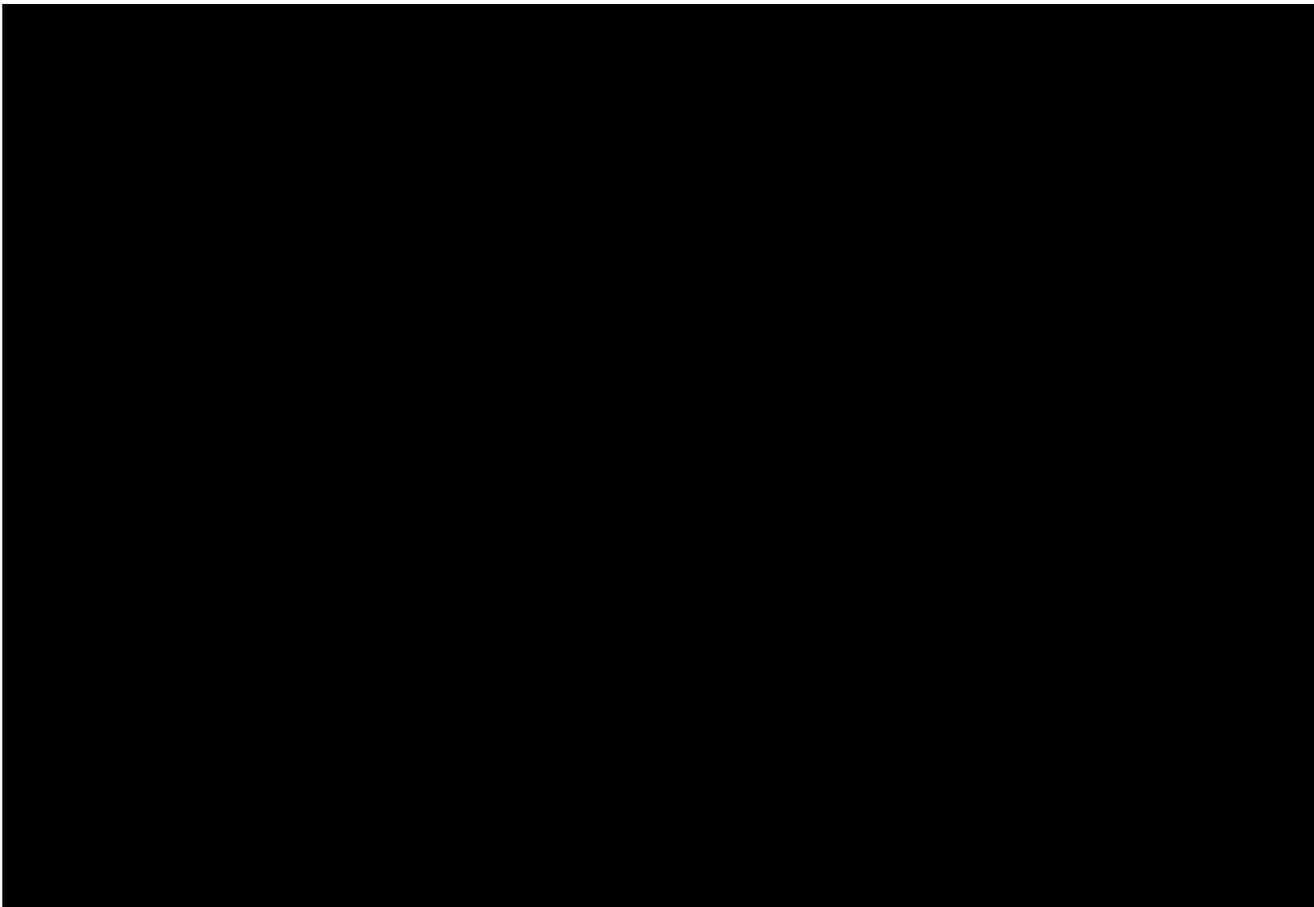
5. MODIFICATIONS (REPORTS, EXTENSIONS, FORMS, AND WORKFLOW)

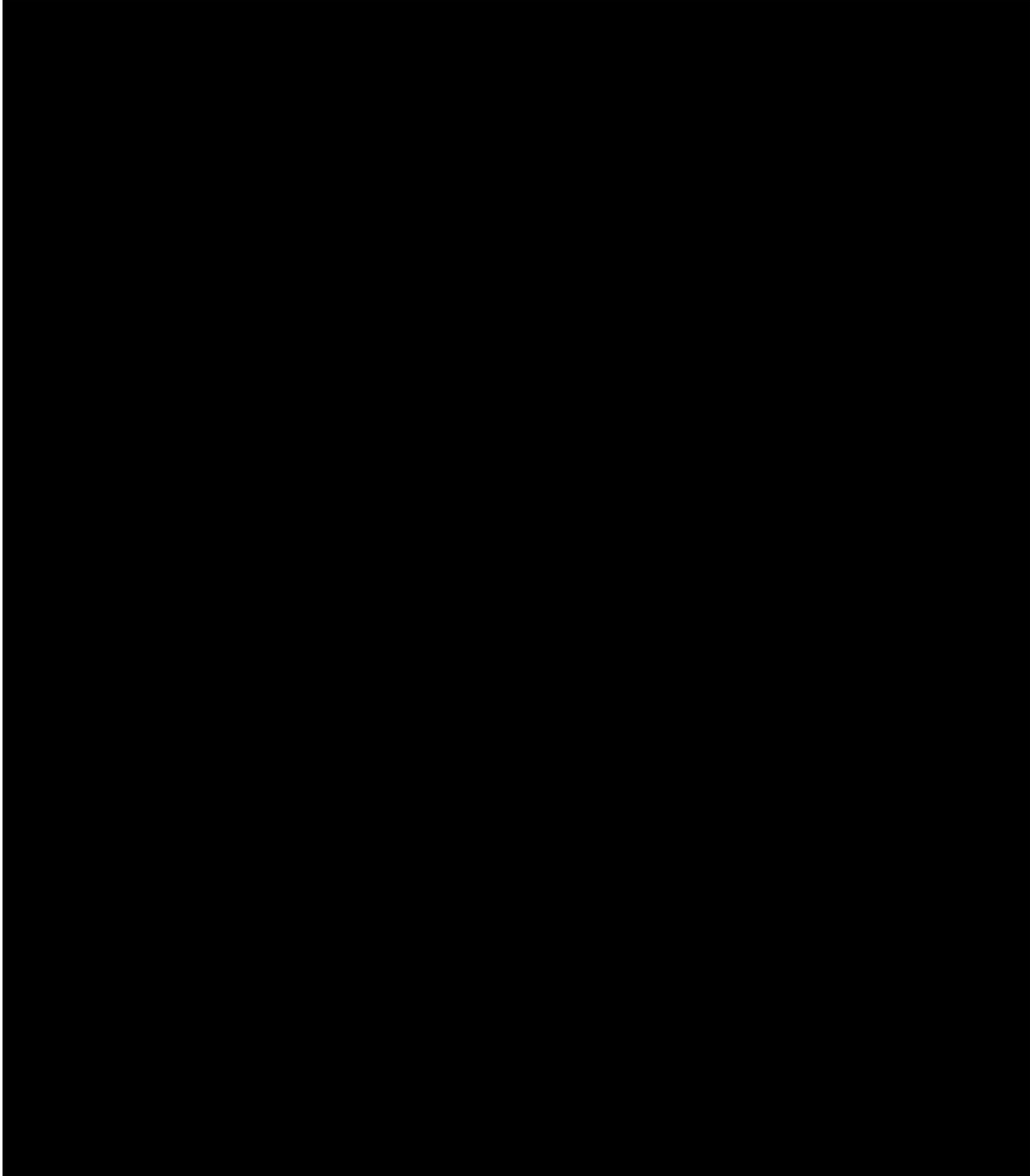


5.1 APPROACH



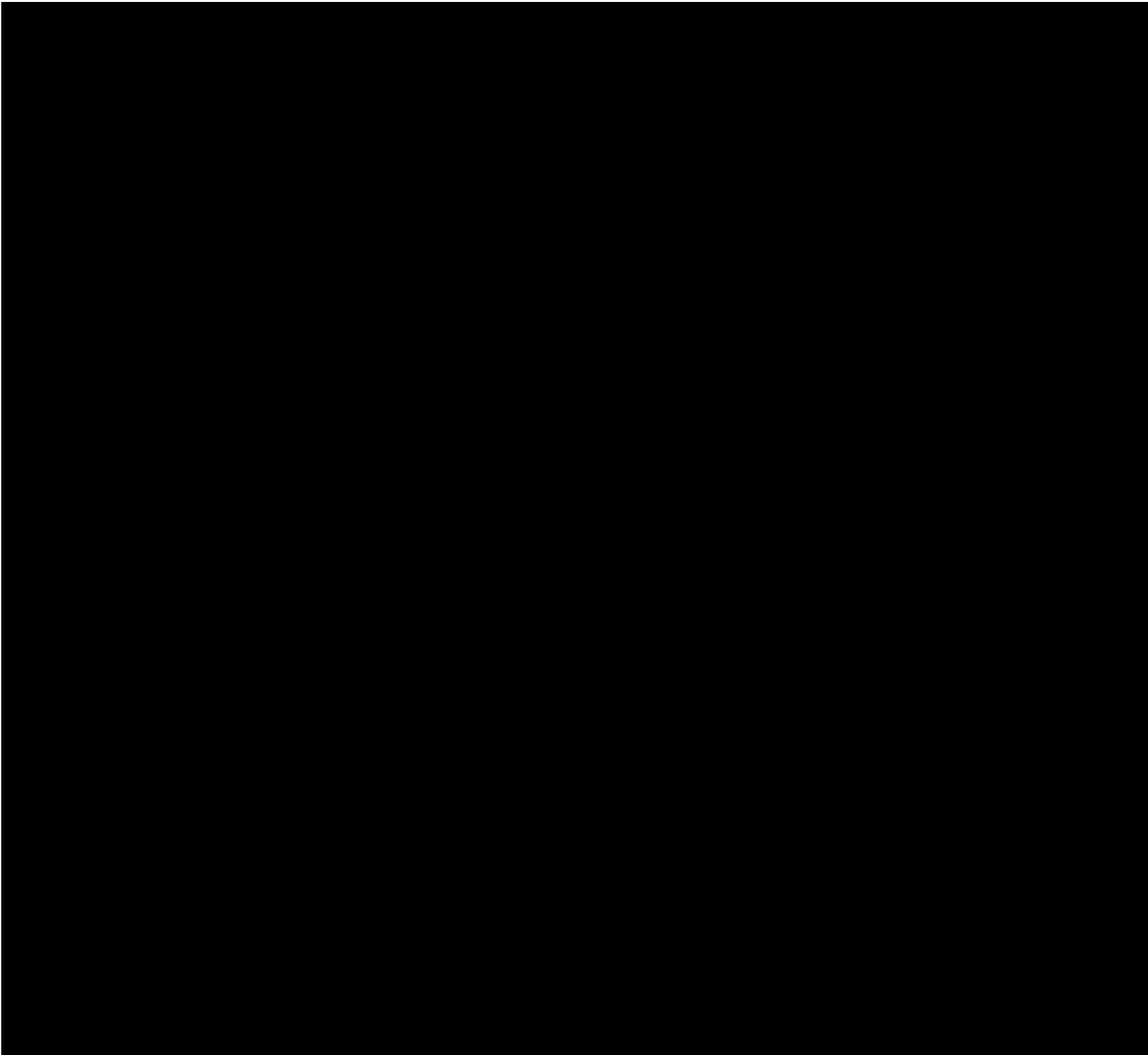
5.2 MAJOR ACTIVITIES



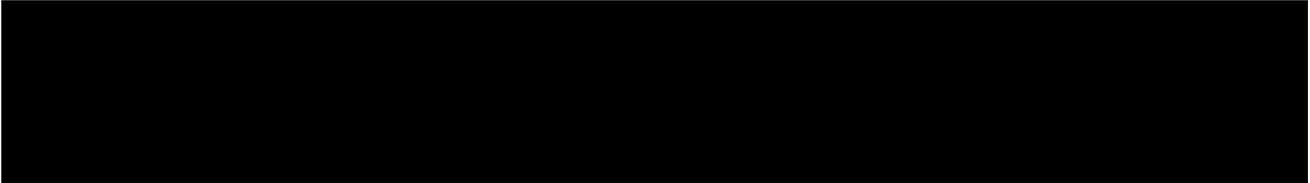




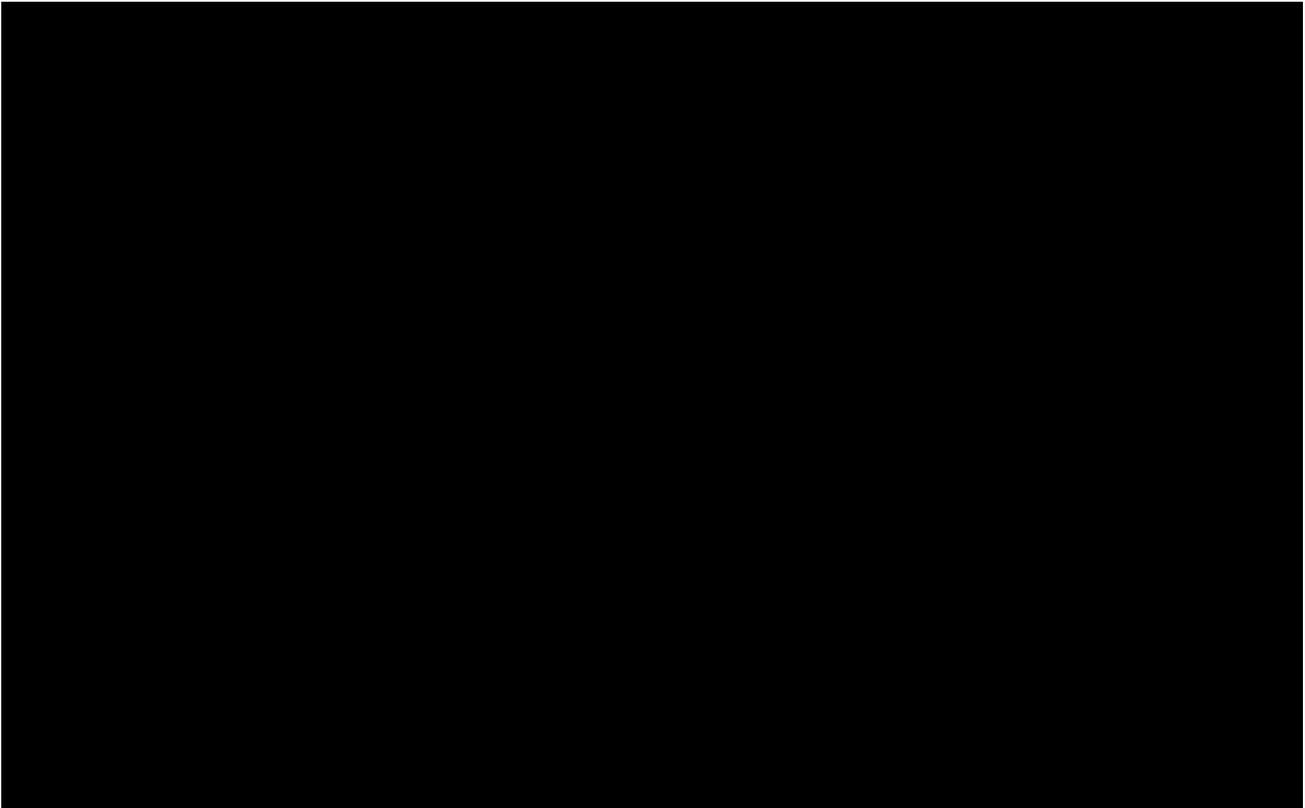
5.3 DELIVERABLES



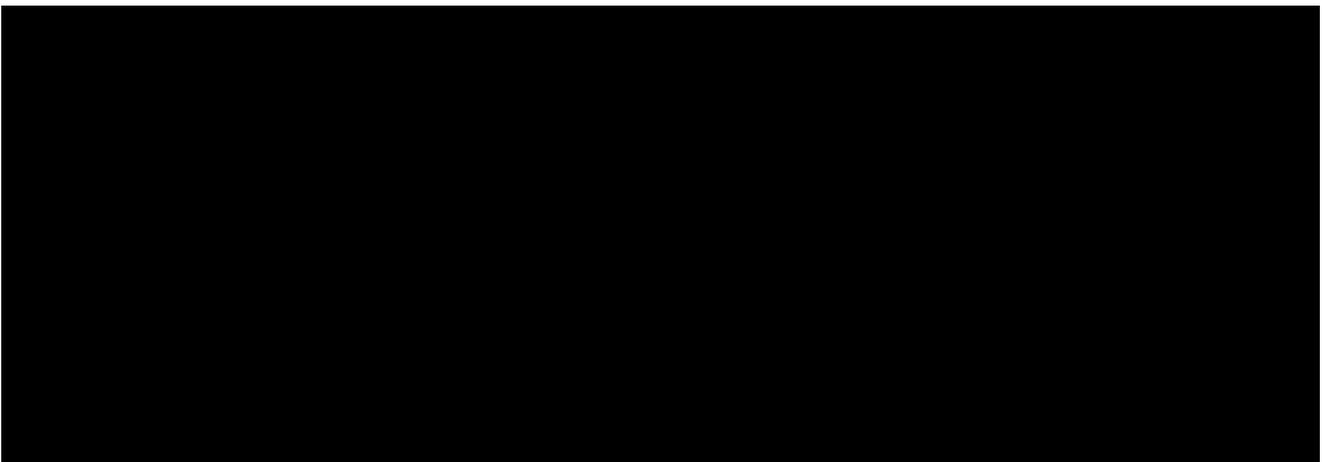
6. AUTOMATED INTERFACES

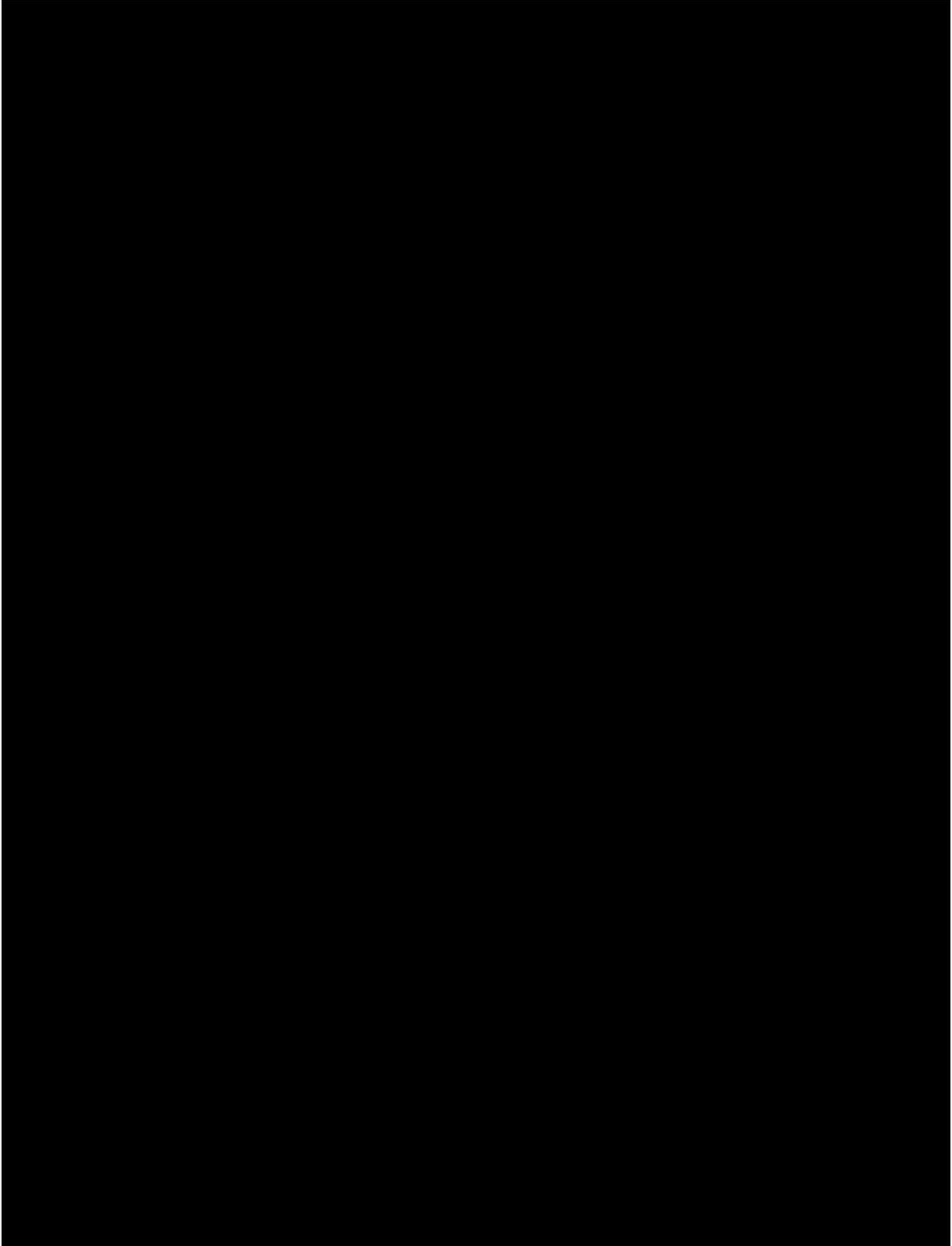


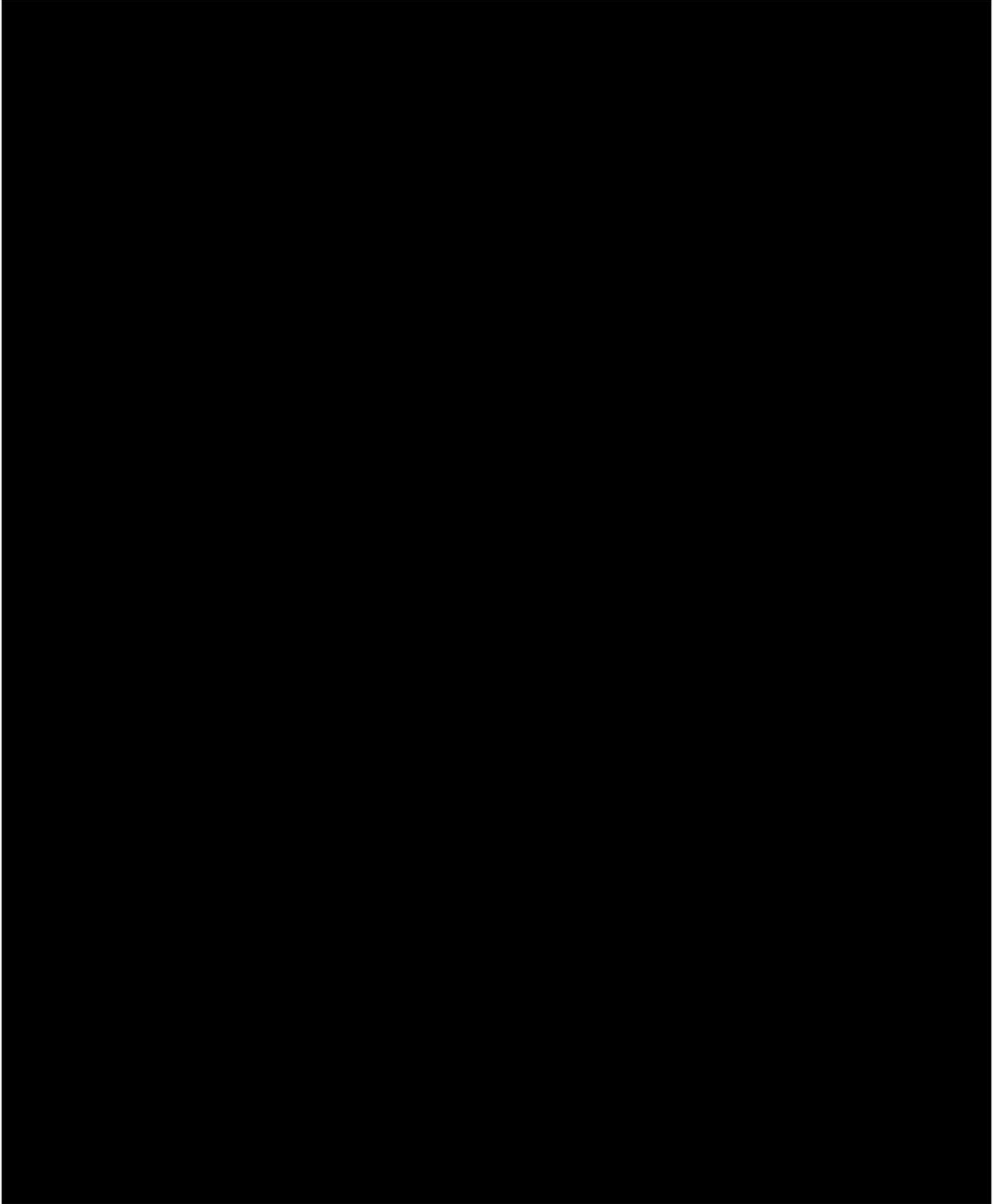
6.1 APPROACH

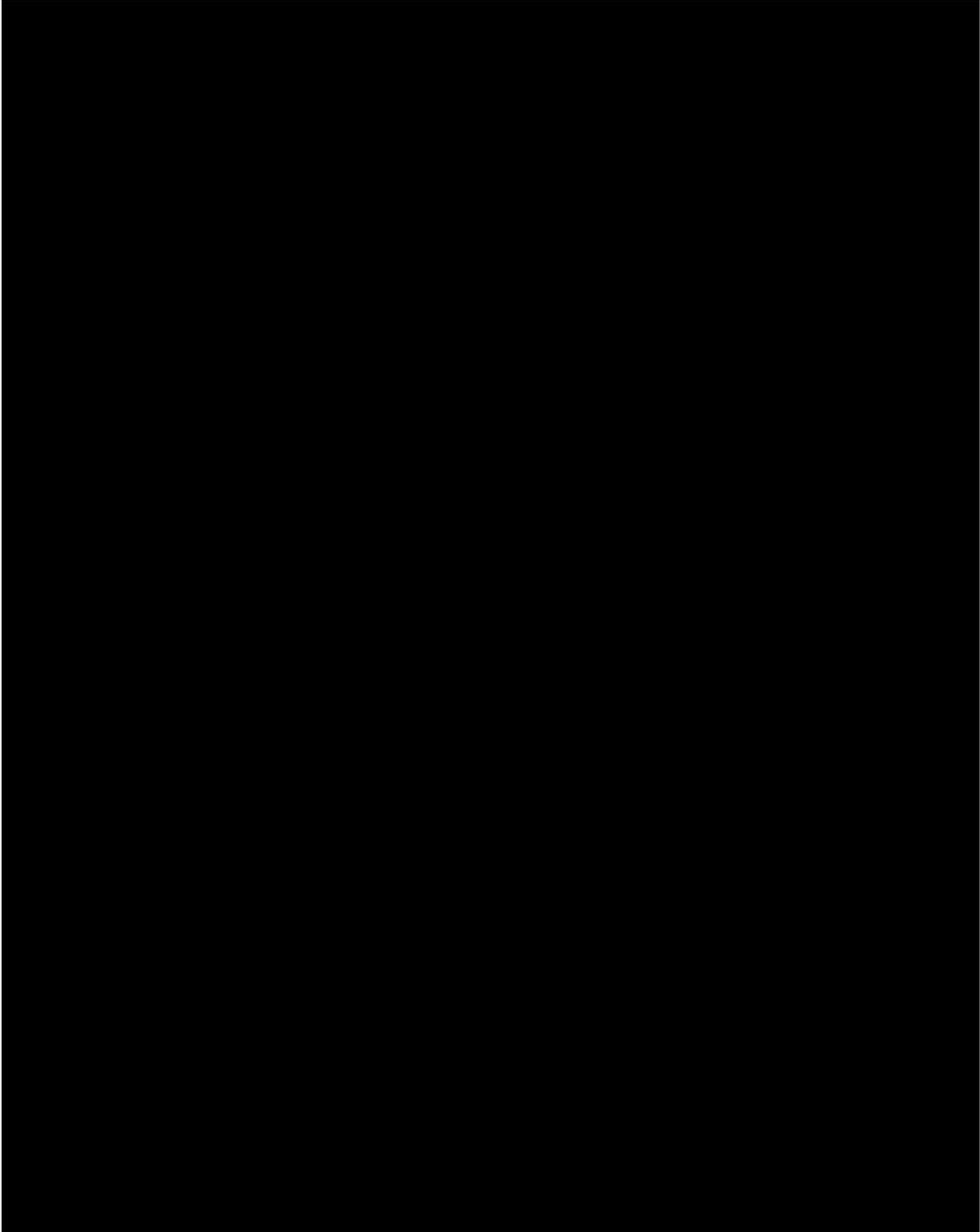


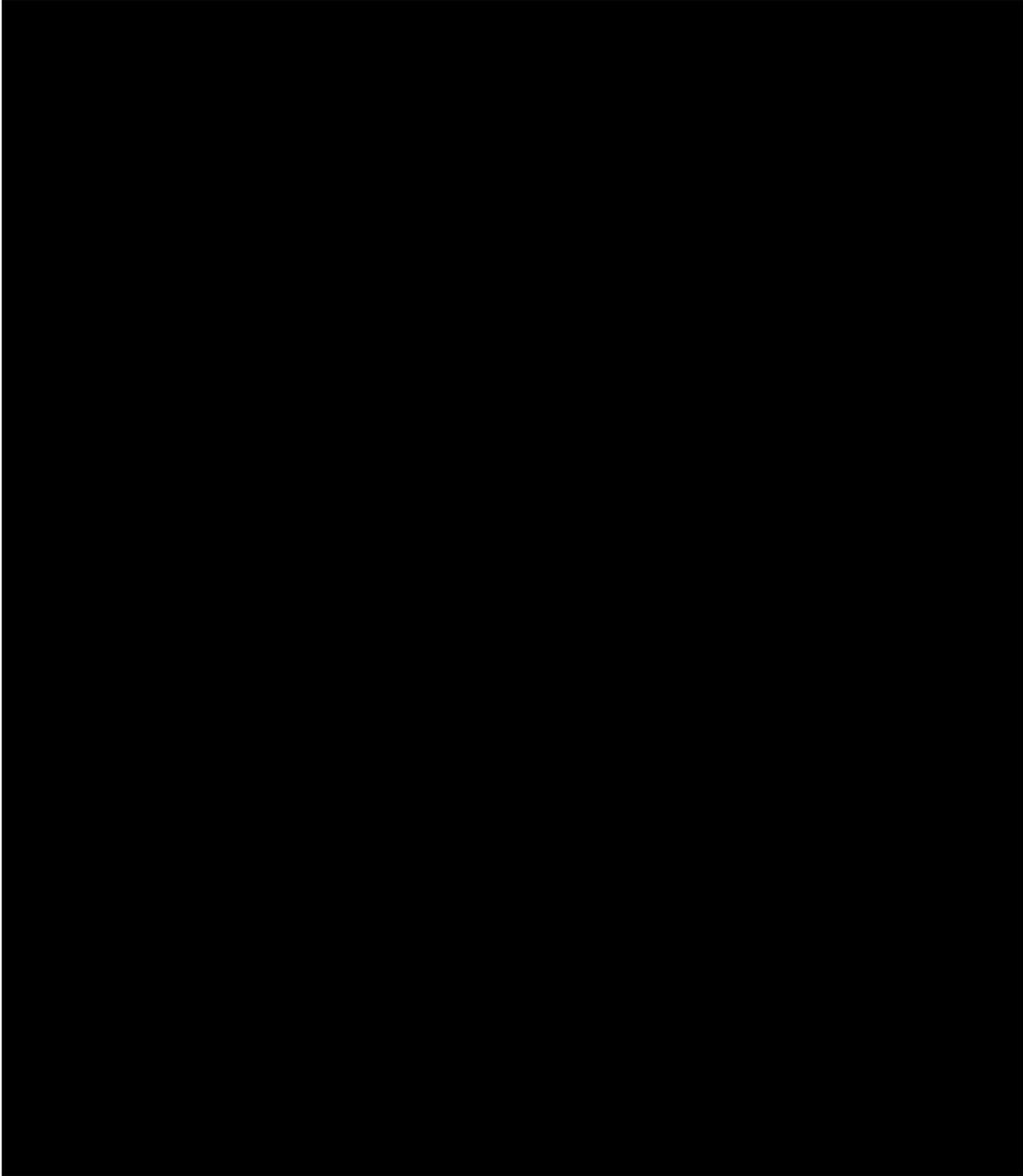
6.2 MAJOR ACTIVITIES







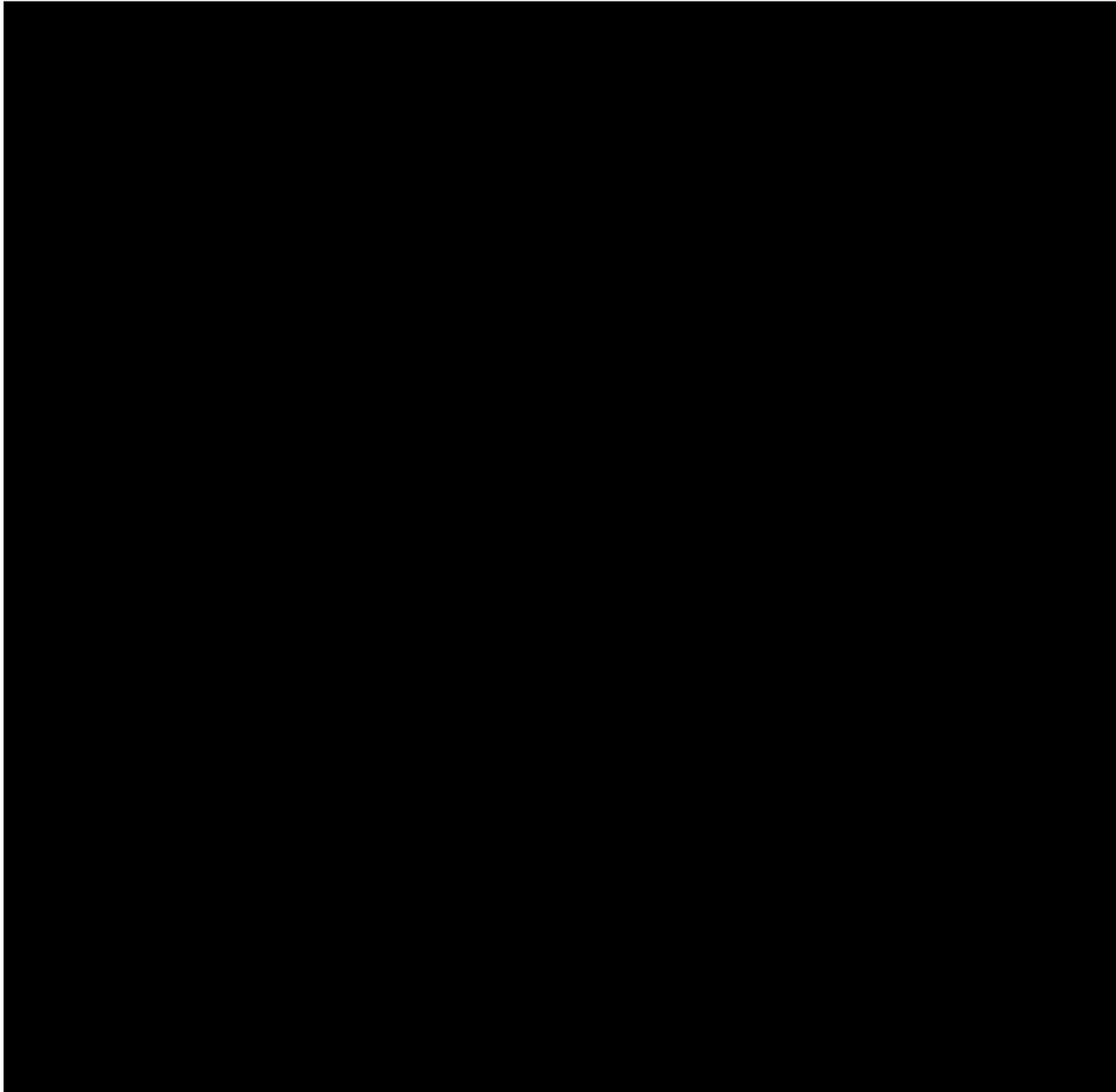




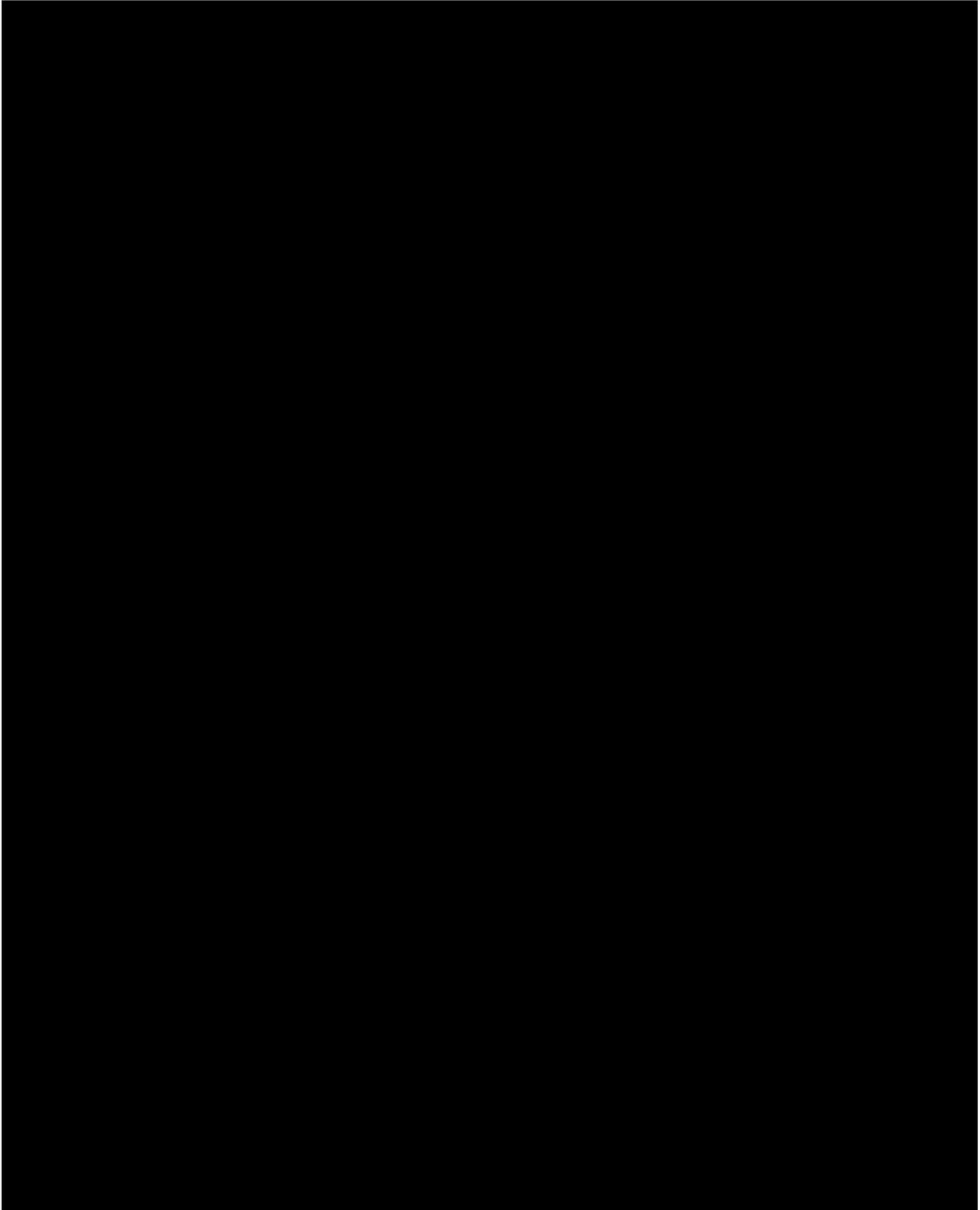
7. DATA CONVERSION

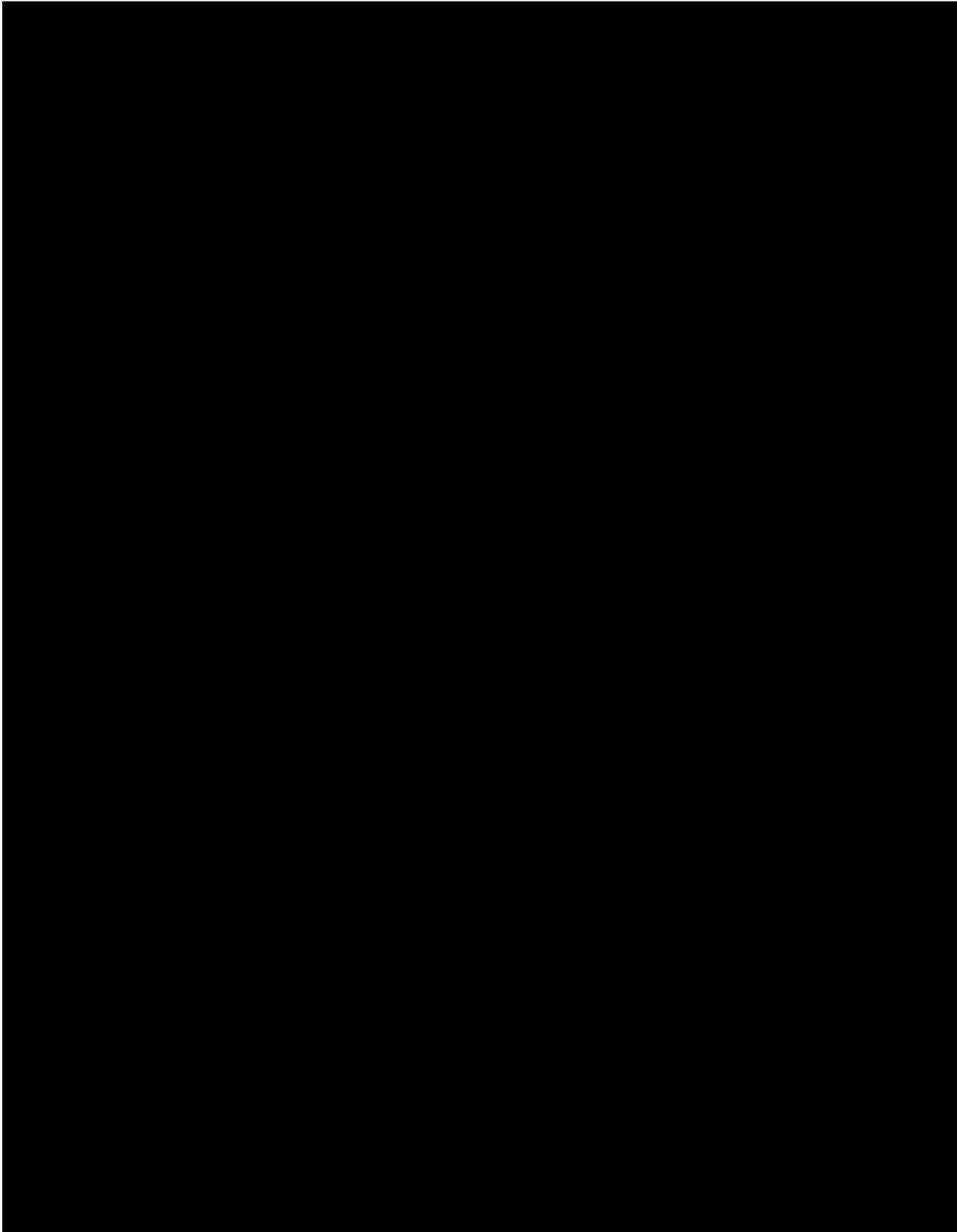


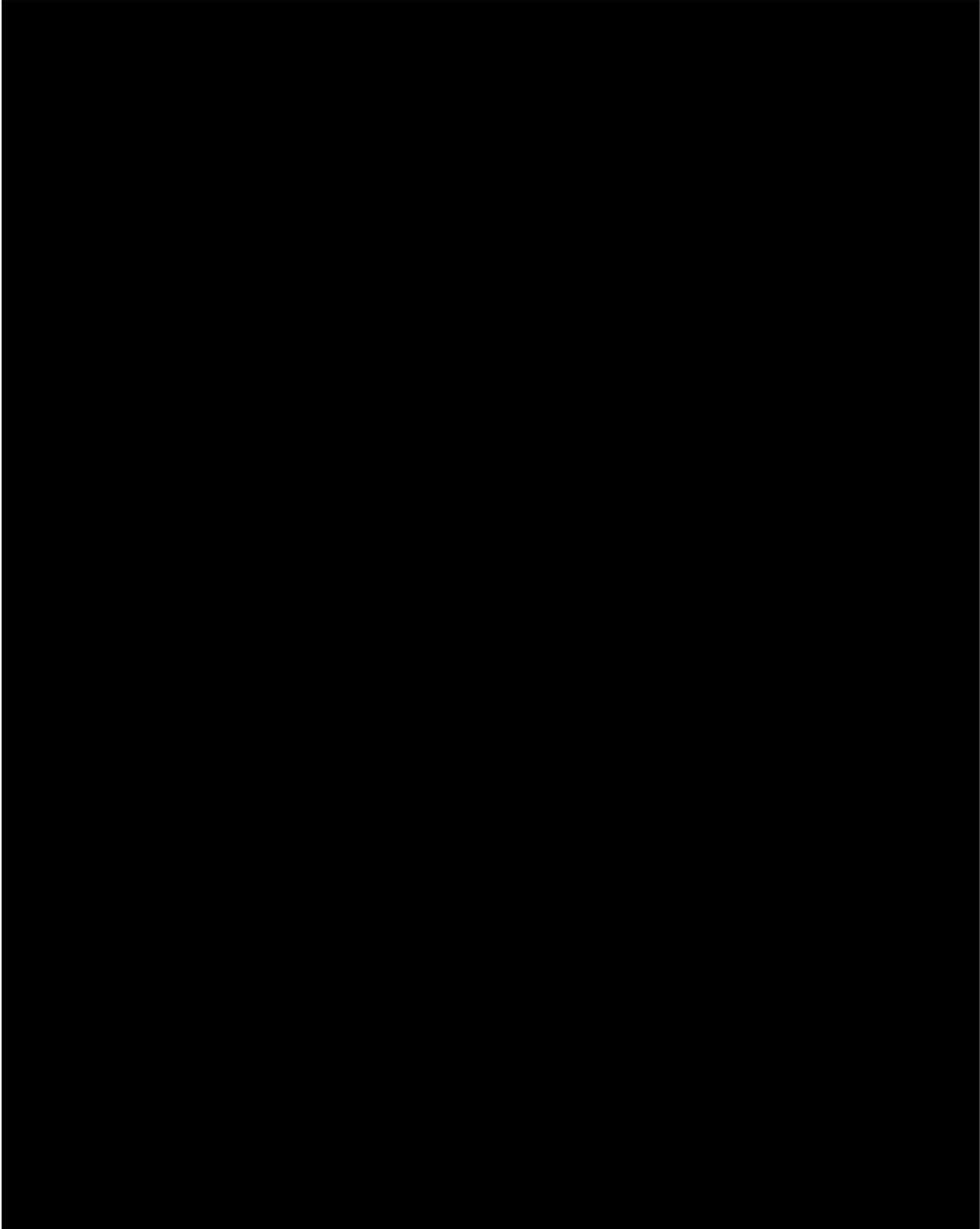
7.1 APPROACH

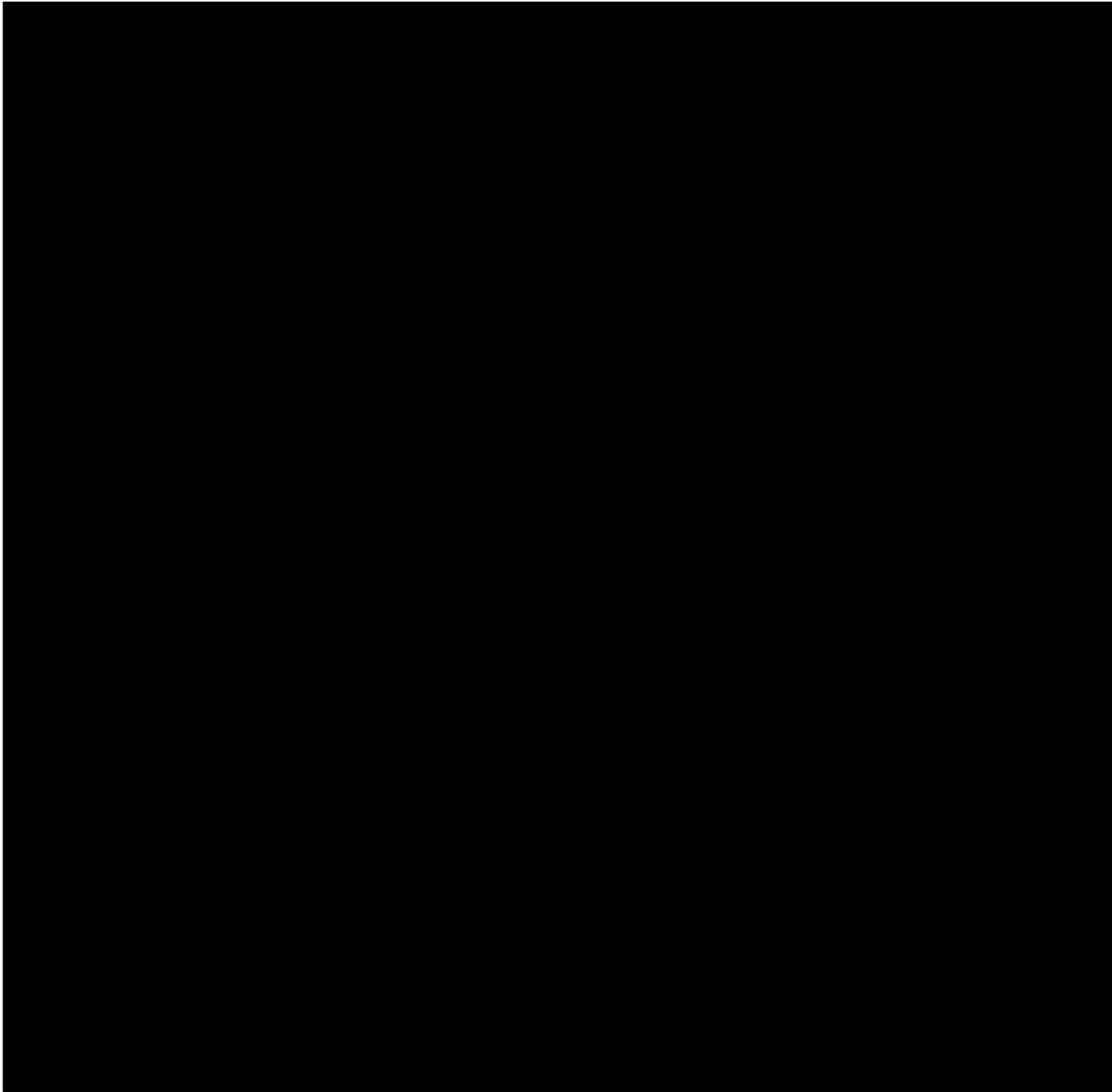


7.2 MAJOR ACTIVITIES

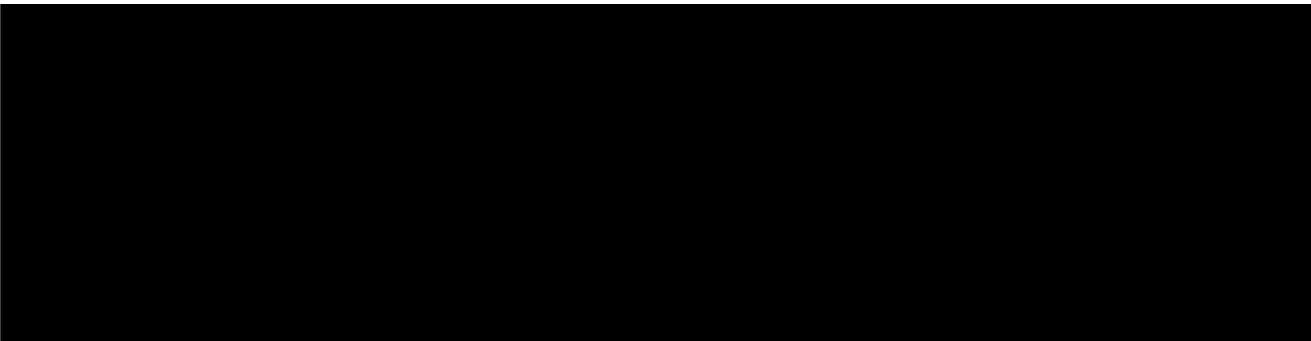




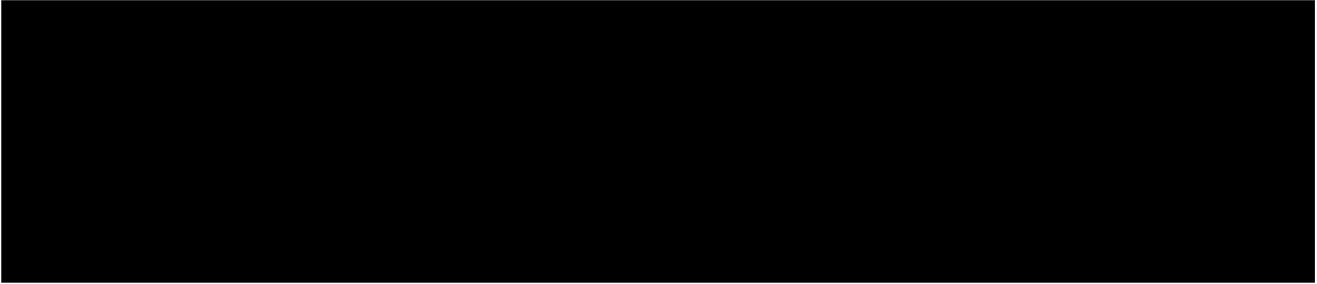




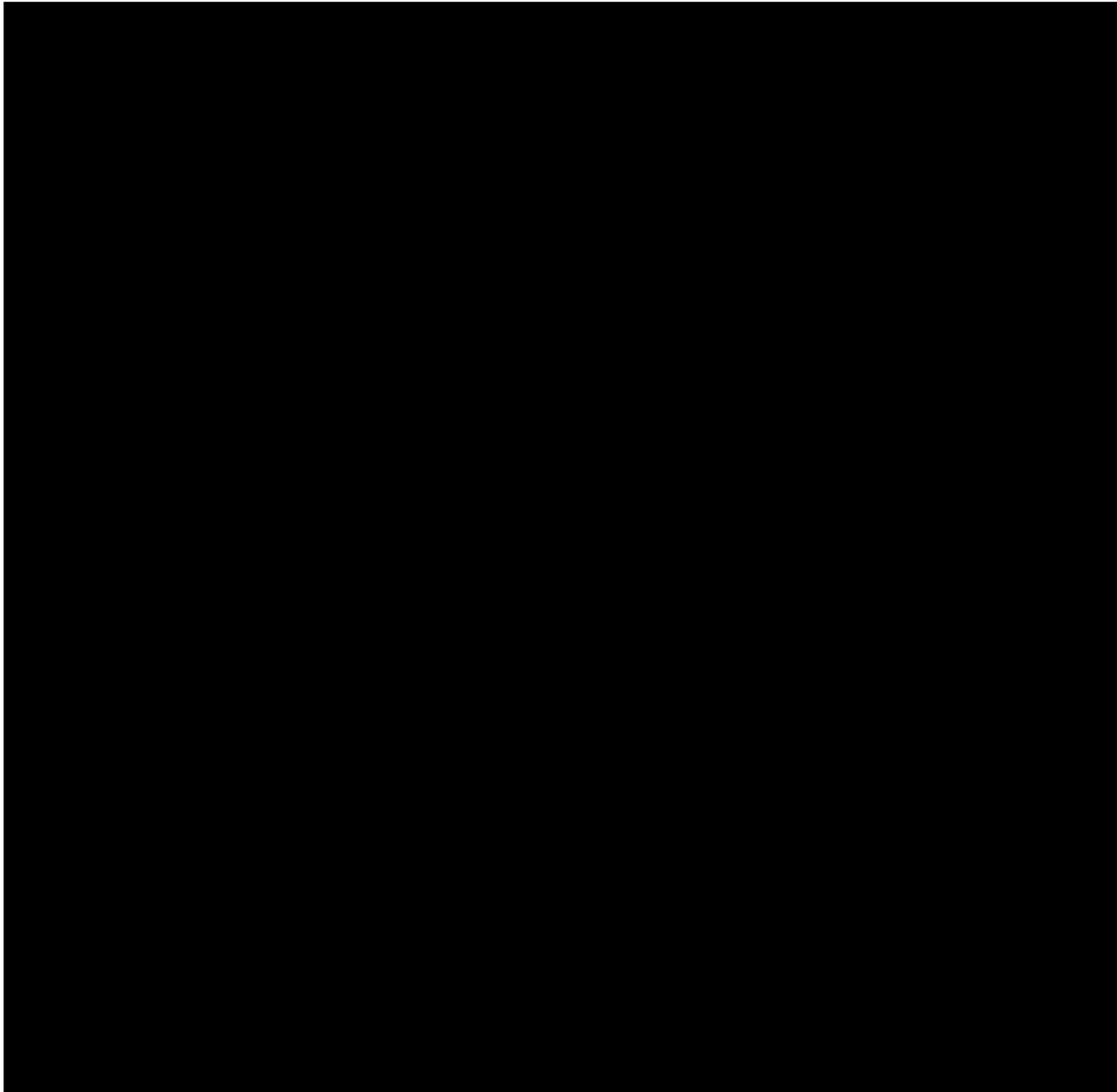
7.3 DELIVERABLES

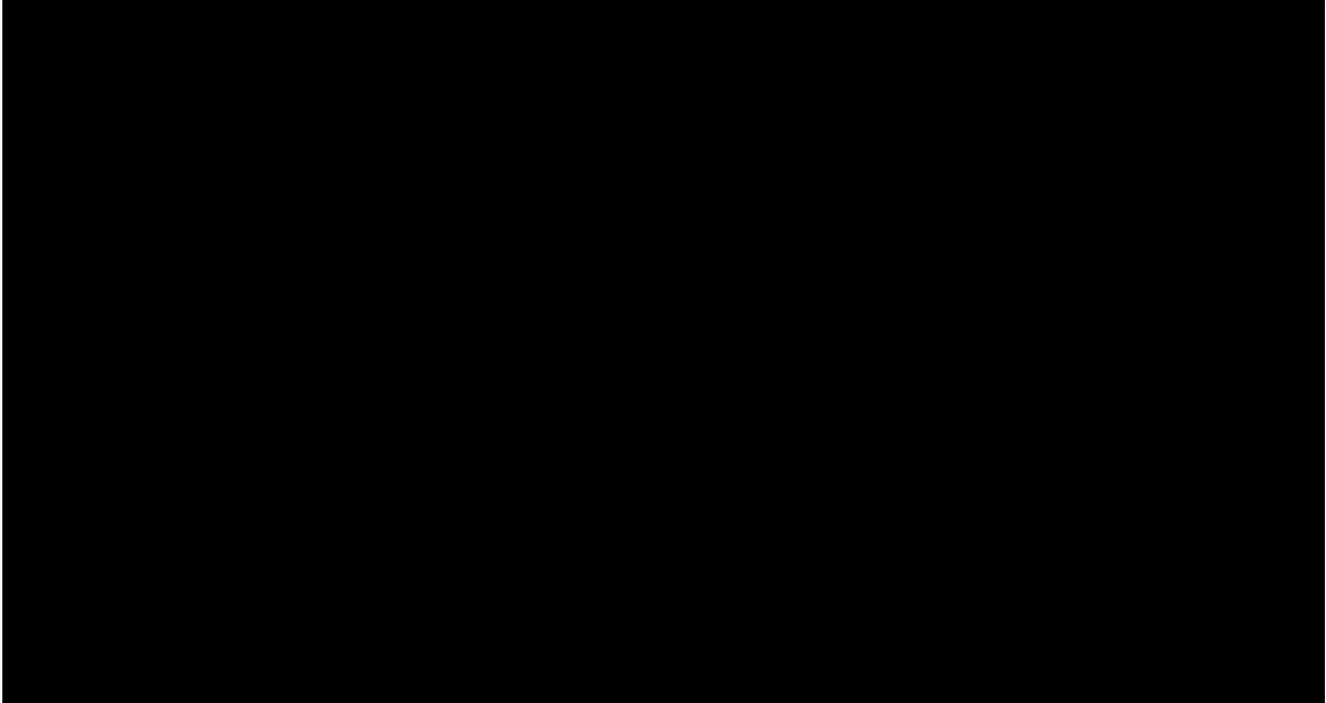


8. SECURITY CONFIGURATION

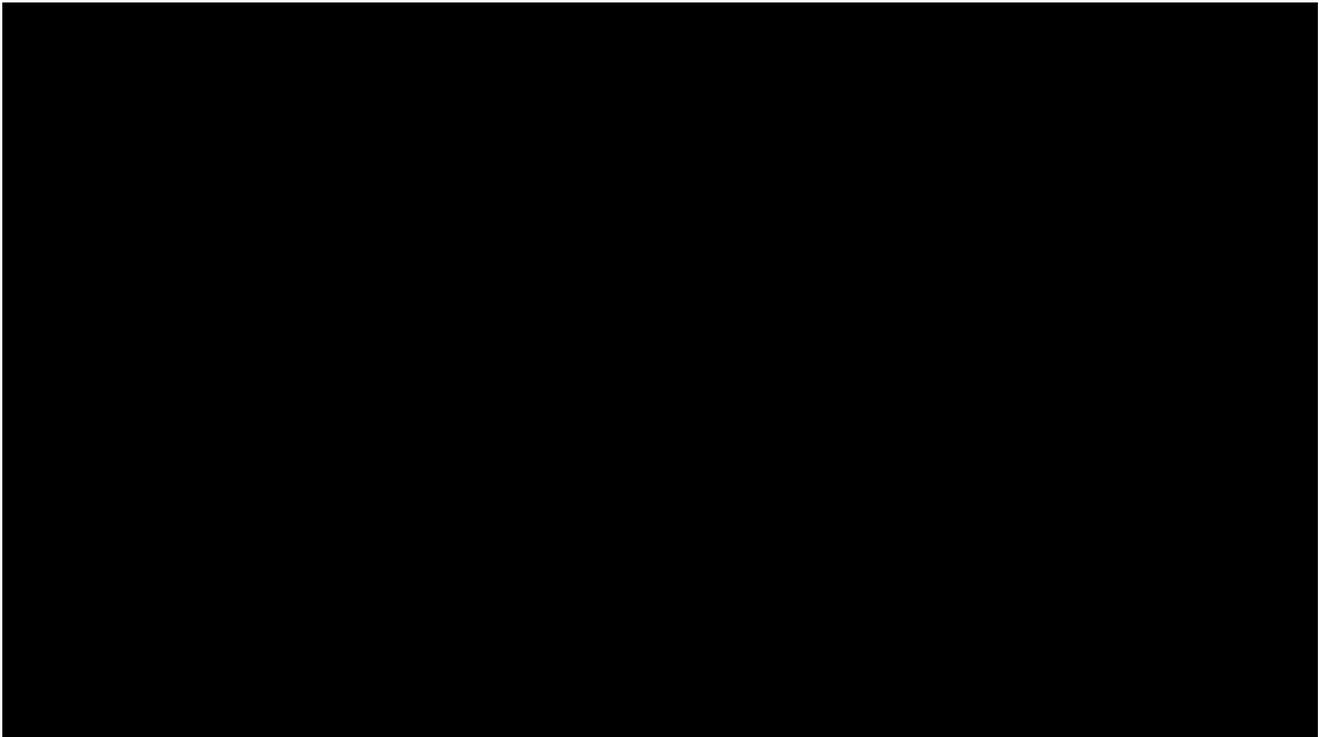


8.1 MAJOR ACTIVITIES





8.2 DELIVERABLES



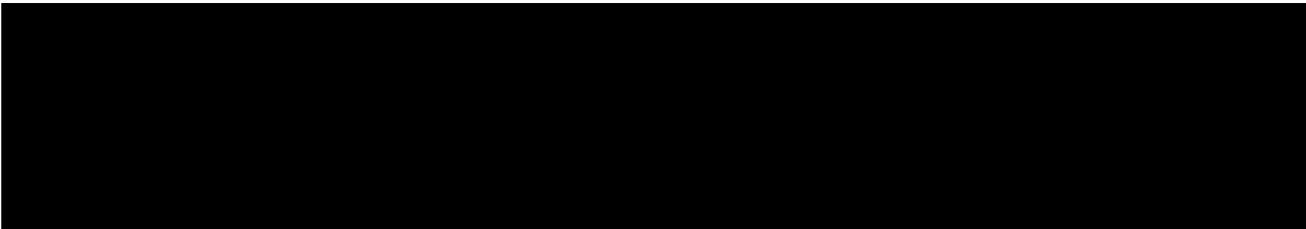
9. TESTING



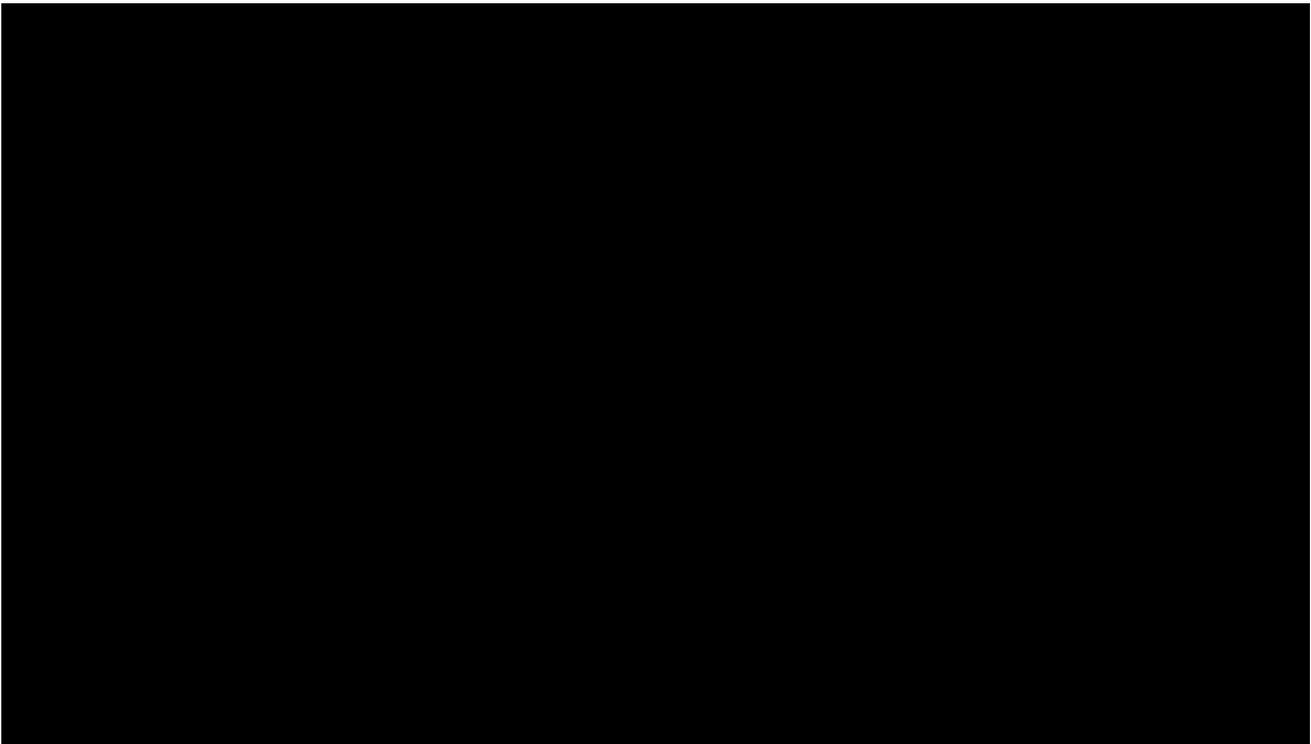
9.1 APPROACH

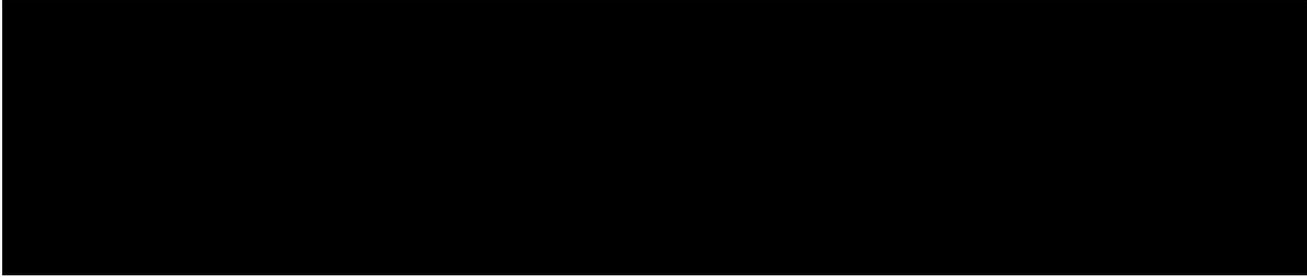


9.2 TESTING TOOLS

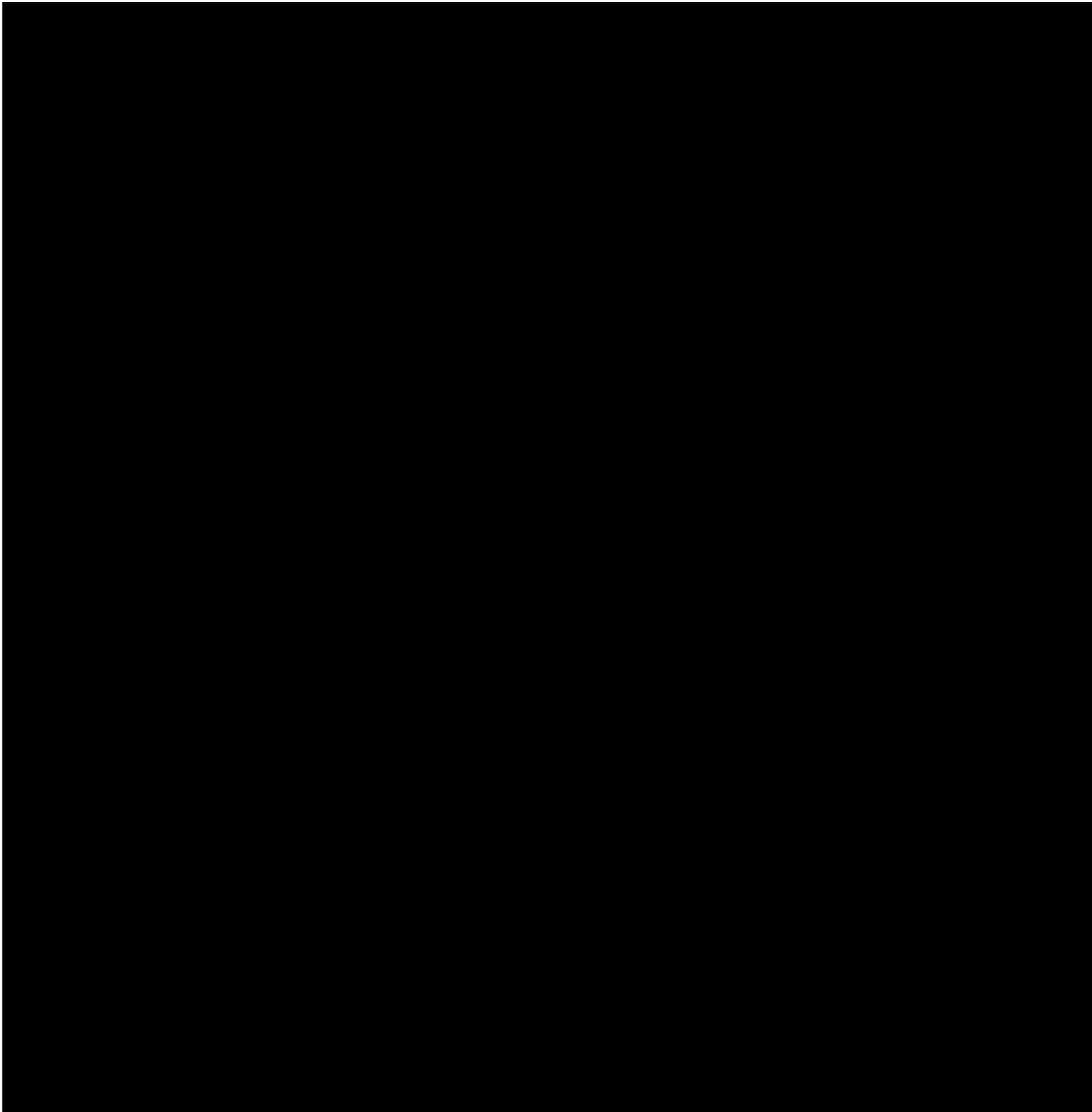


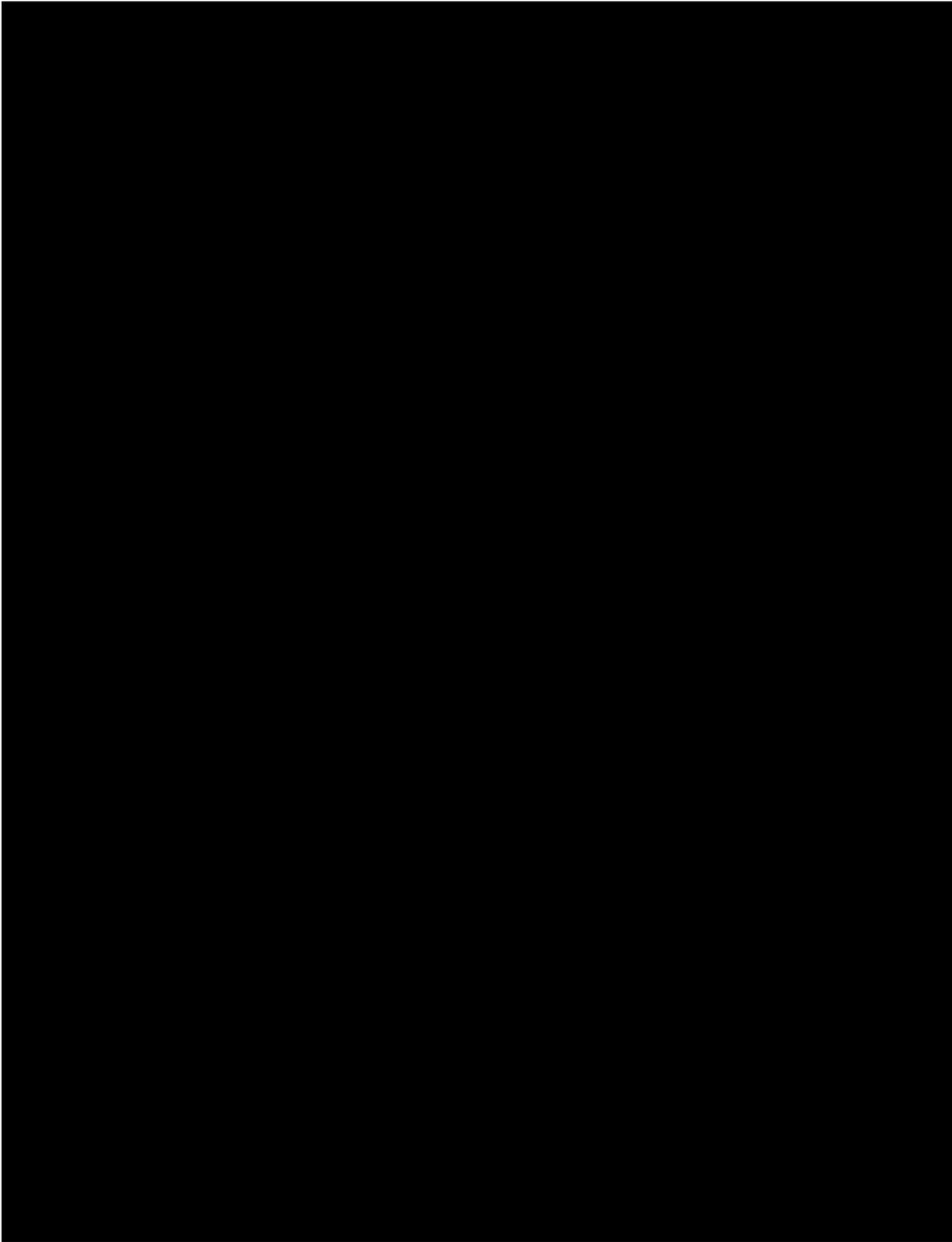
9.3 PROBLEM AND INCIDENT MANAGEMENT

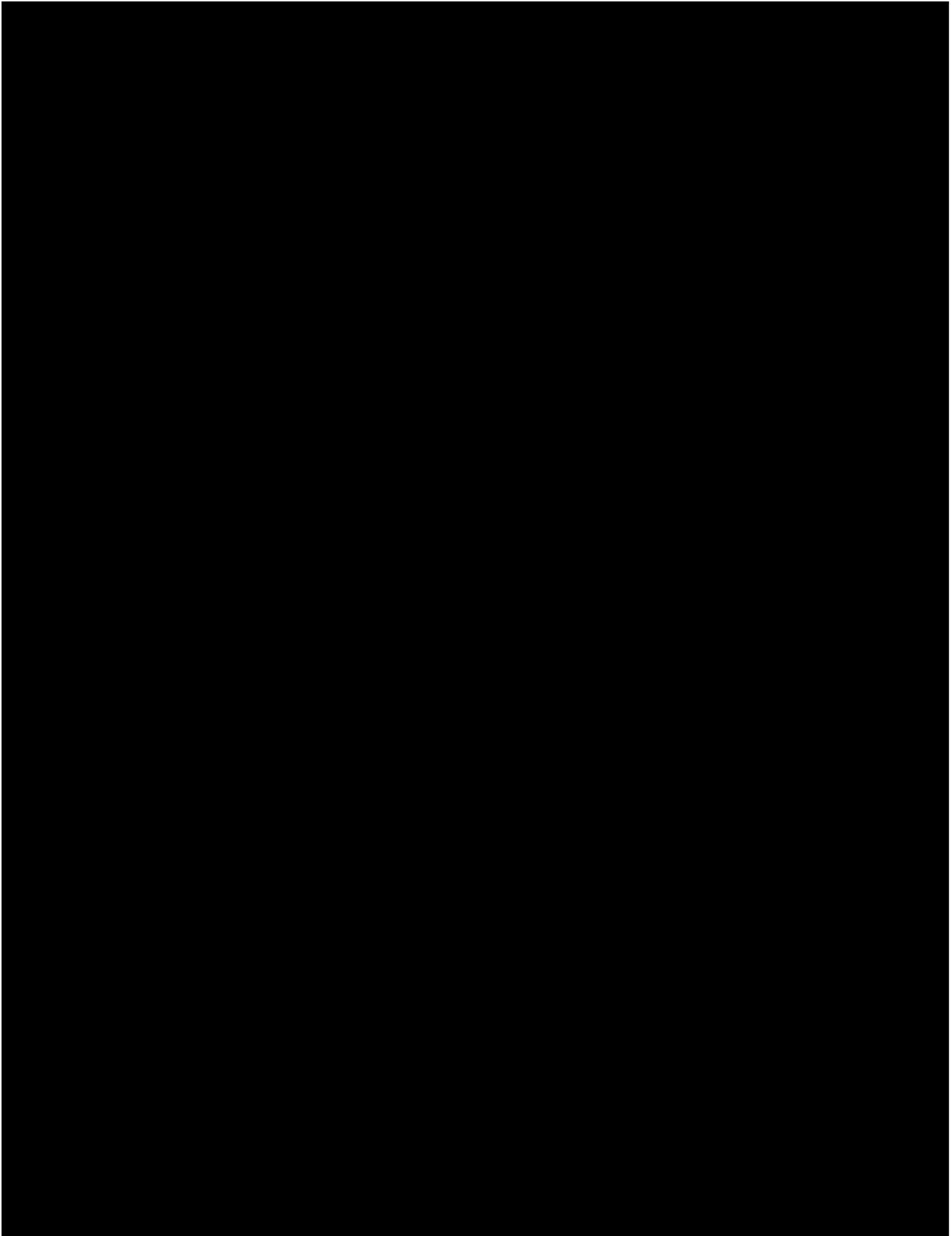


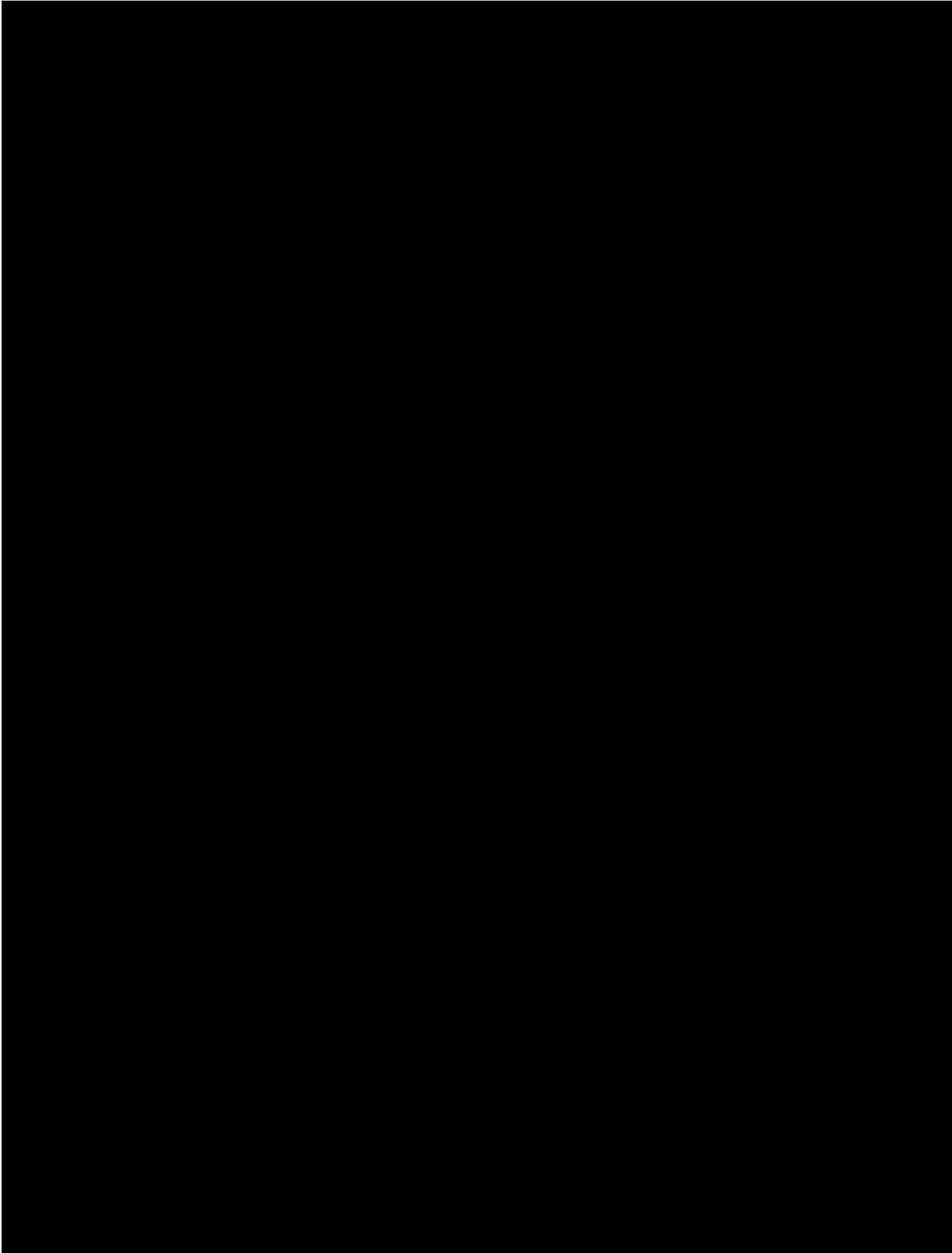


9.4 MAJOR ACTIVITIES

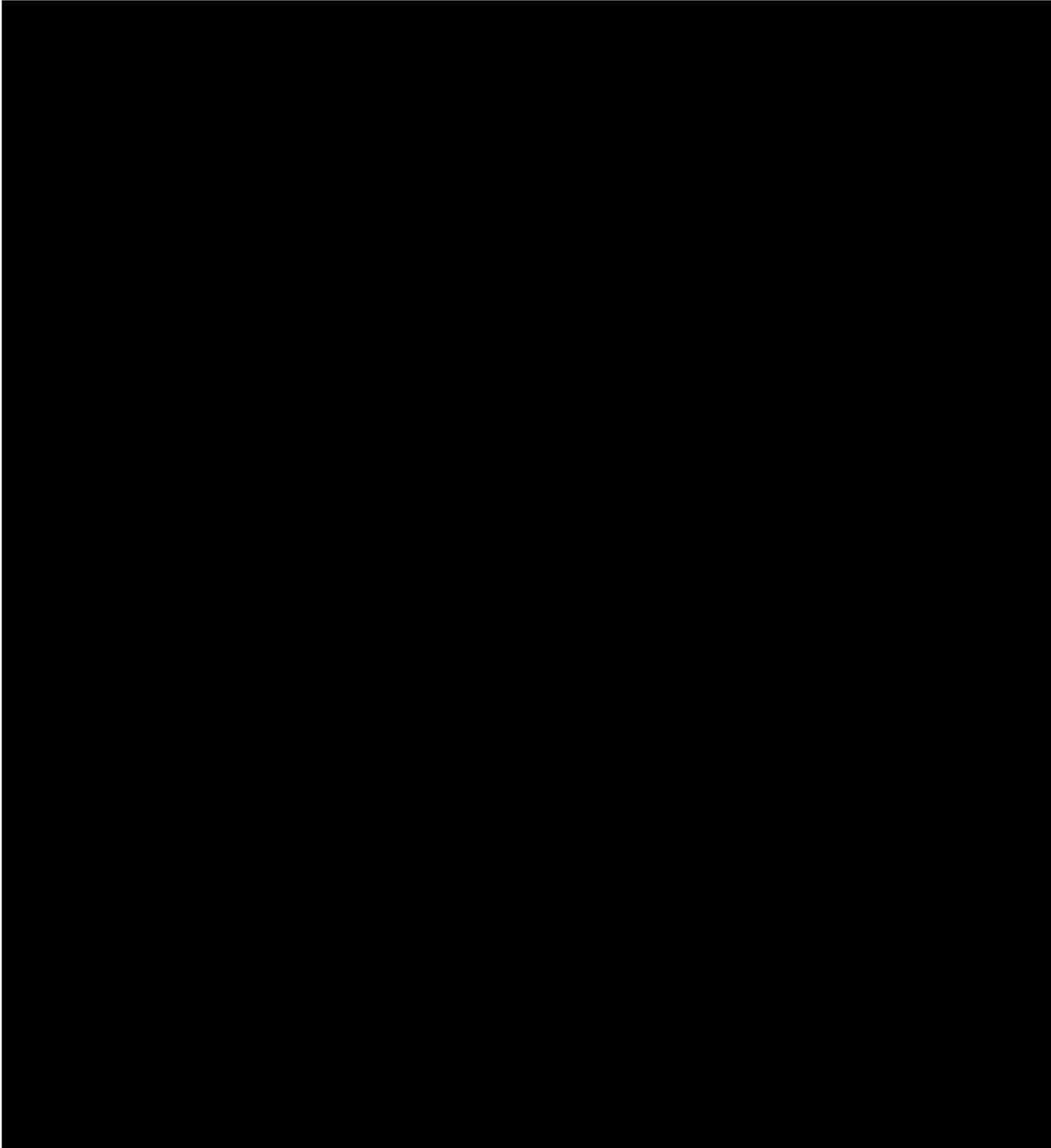




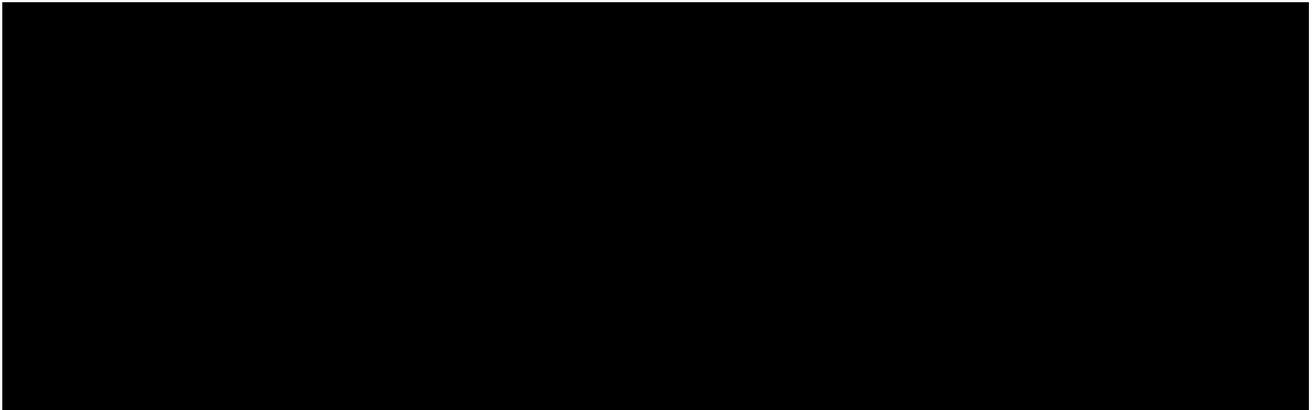




9.5 DELIVERABLES



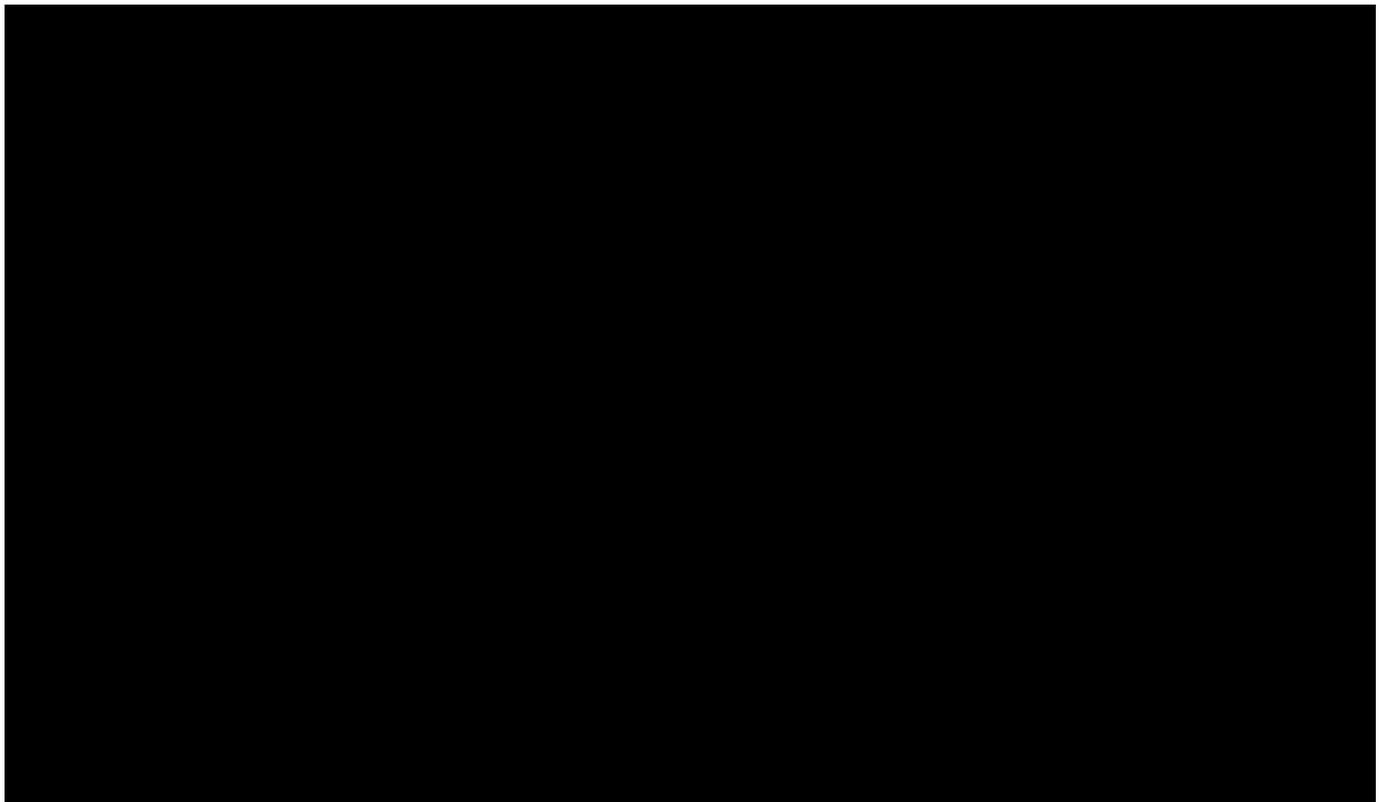
10. TRAINING

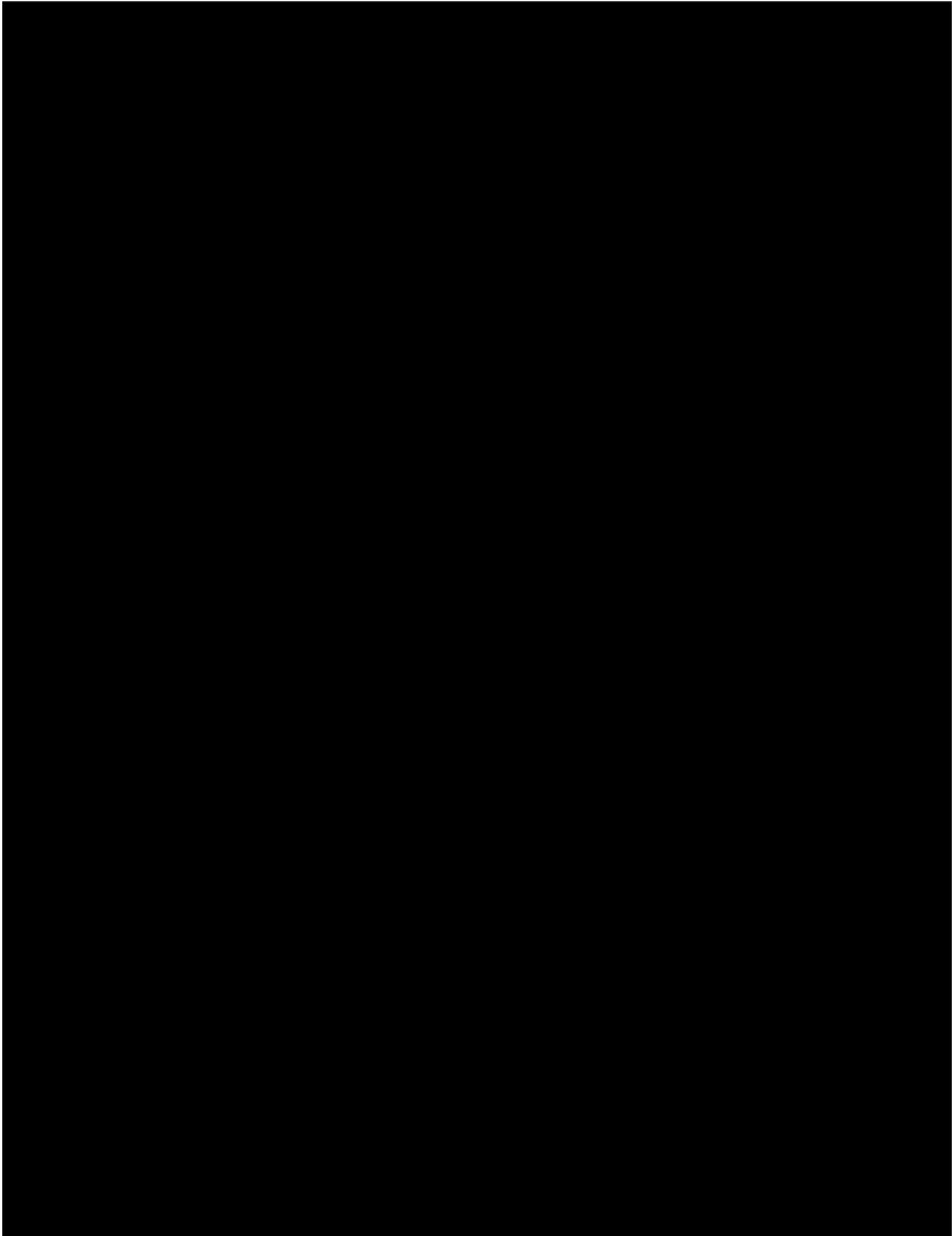


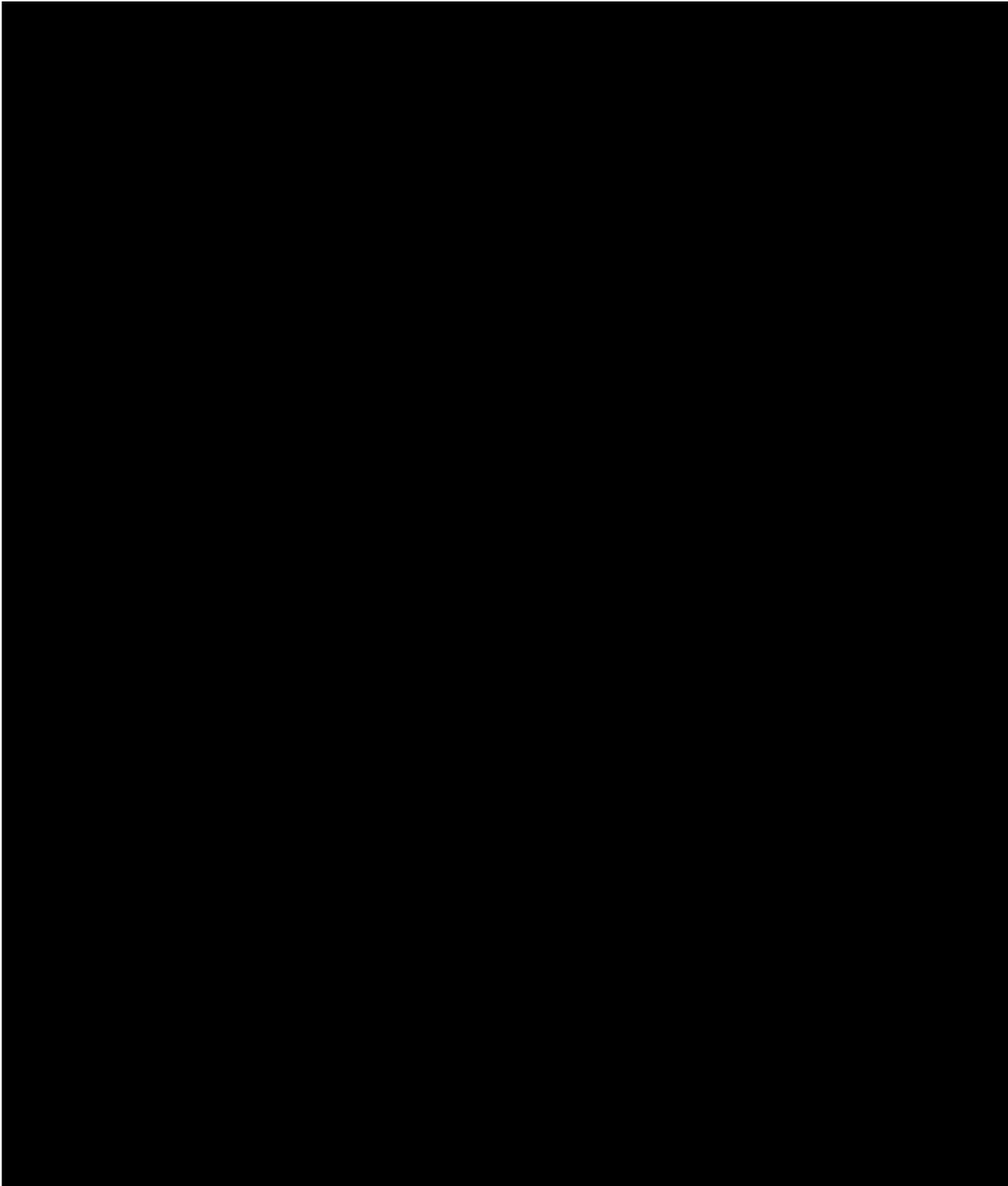
10.1 APPROACH



10.2 MAJOR ACTIVITIES

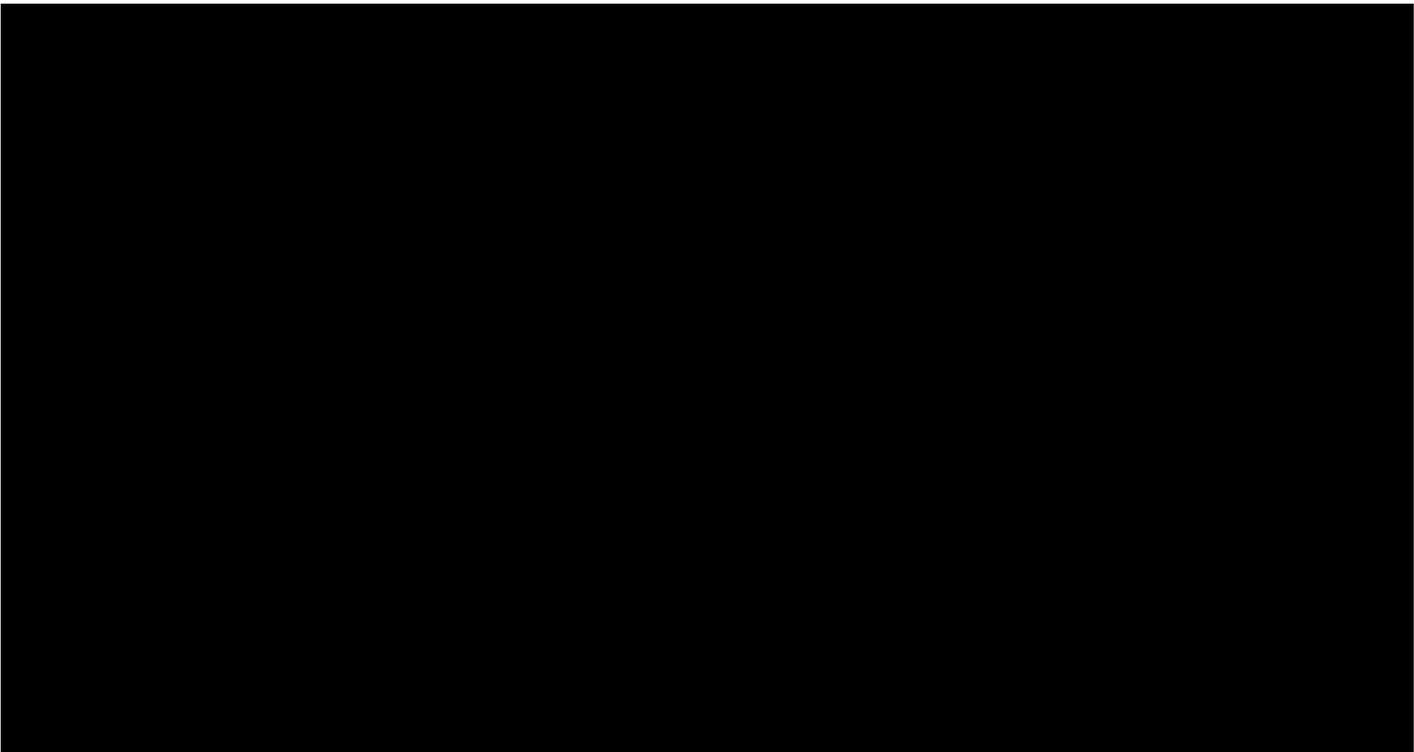








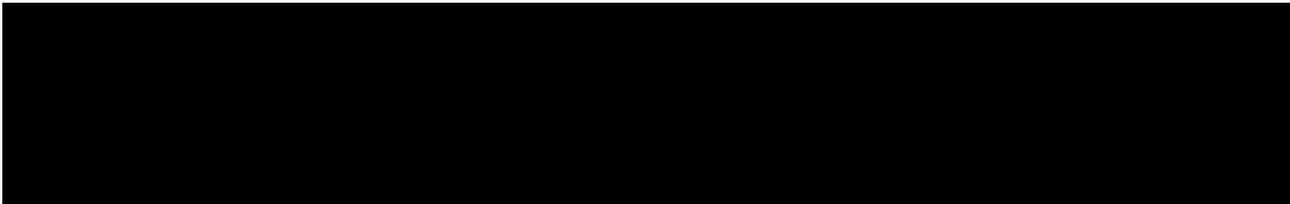
10.3 DELIVERABLES



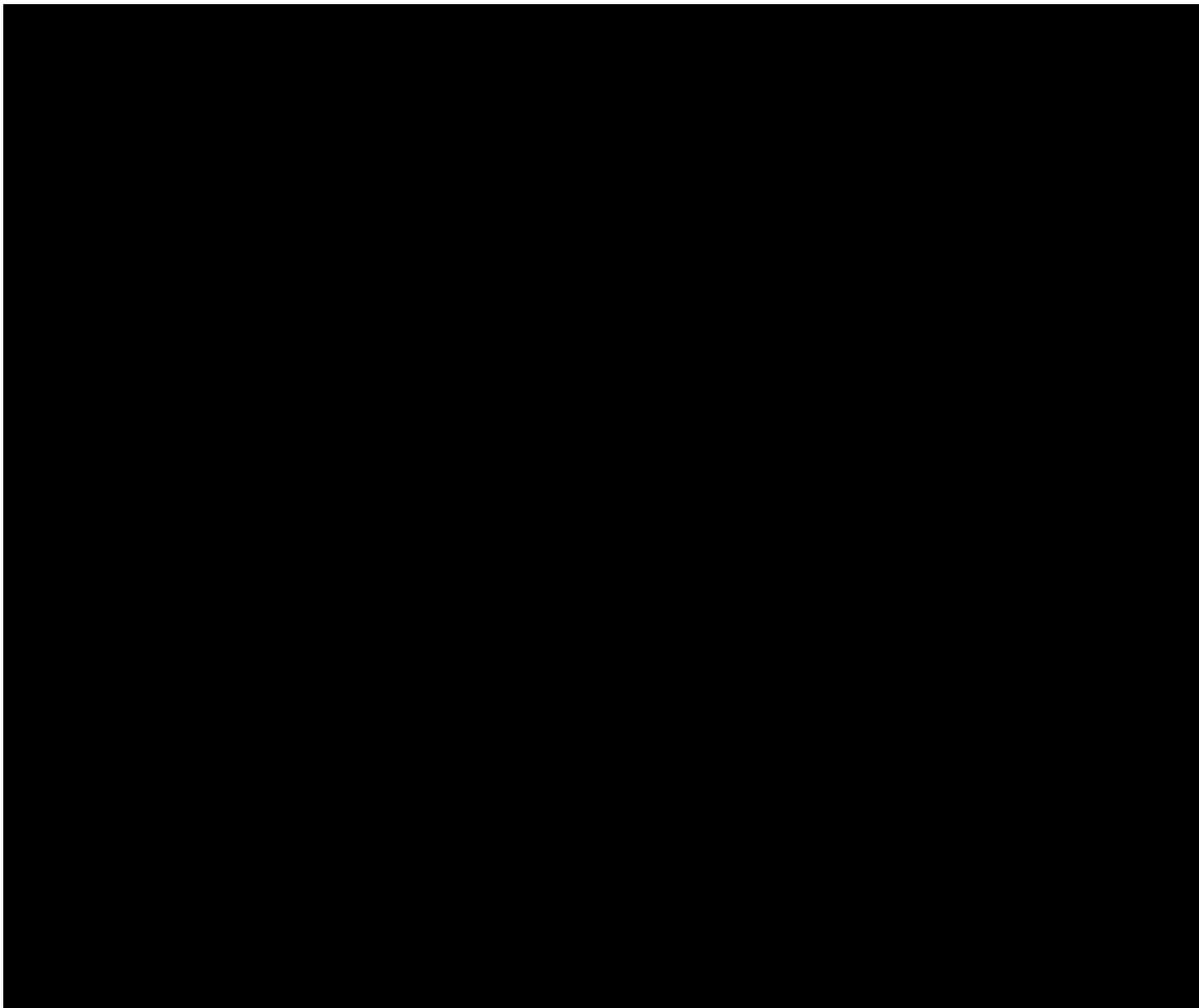
11. ORGANIZATIONAL CHANGE MANAGEMENT

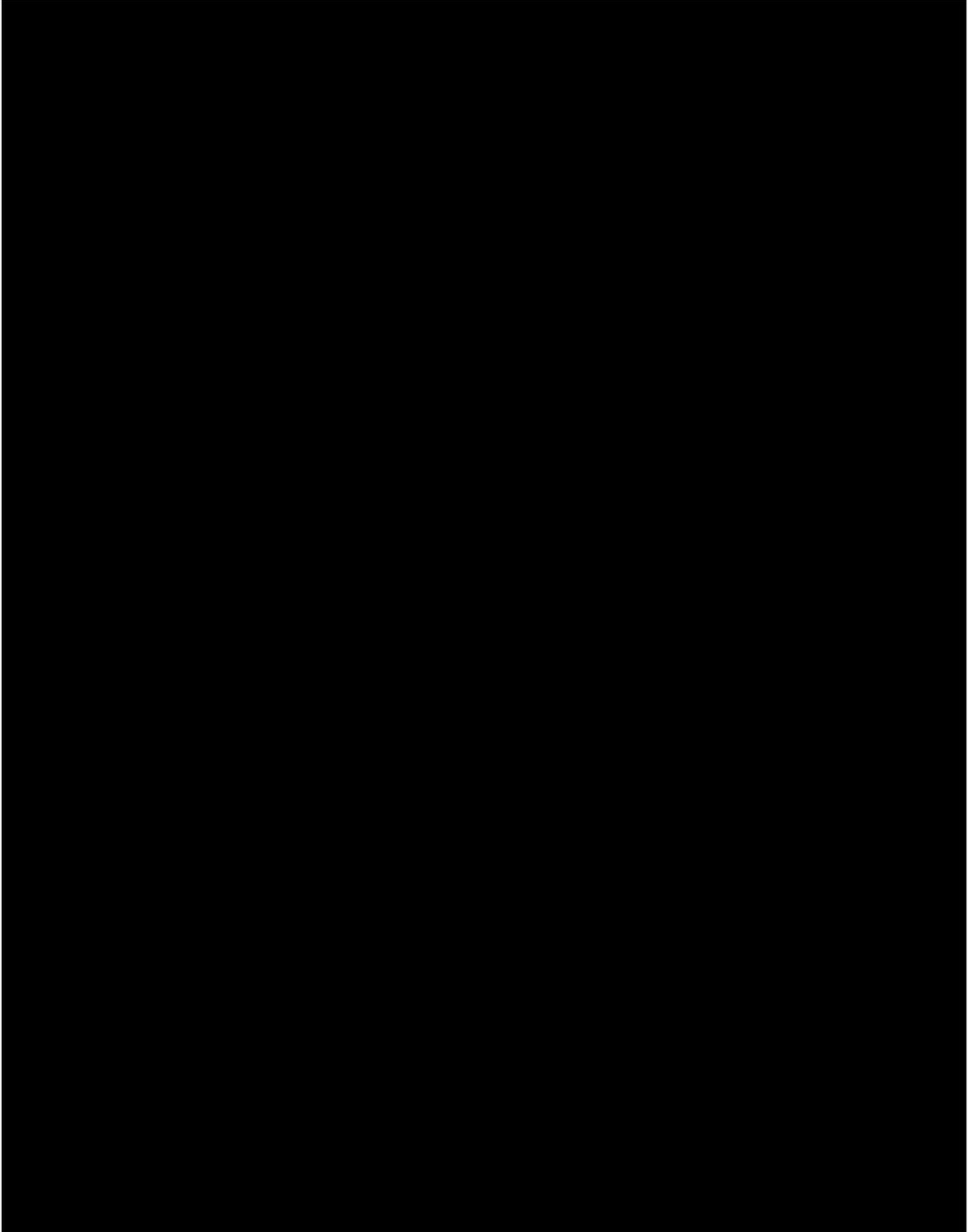


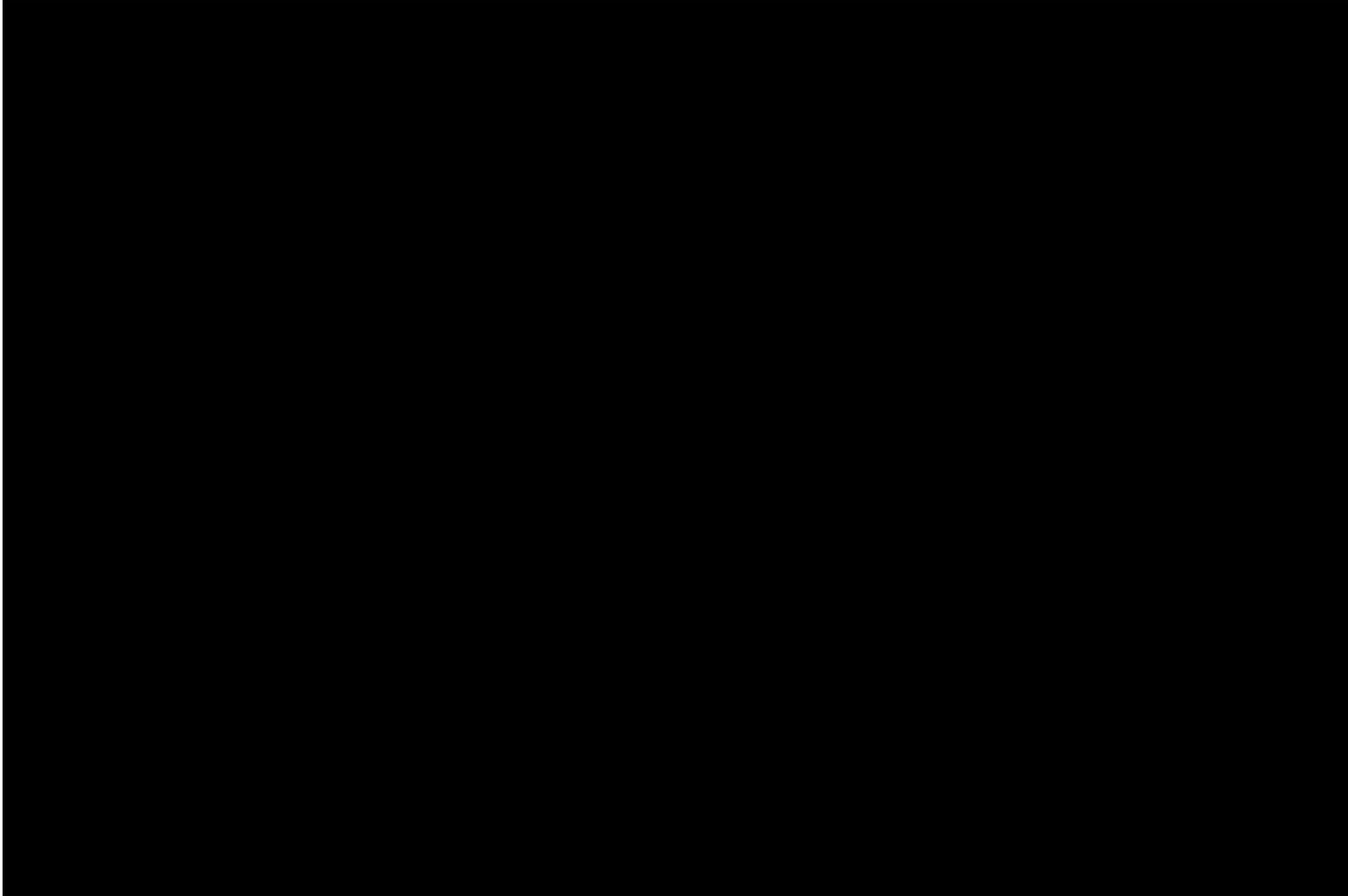
11.1 APPROACH



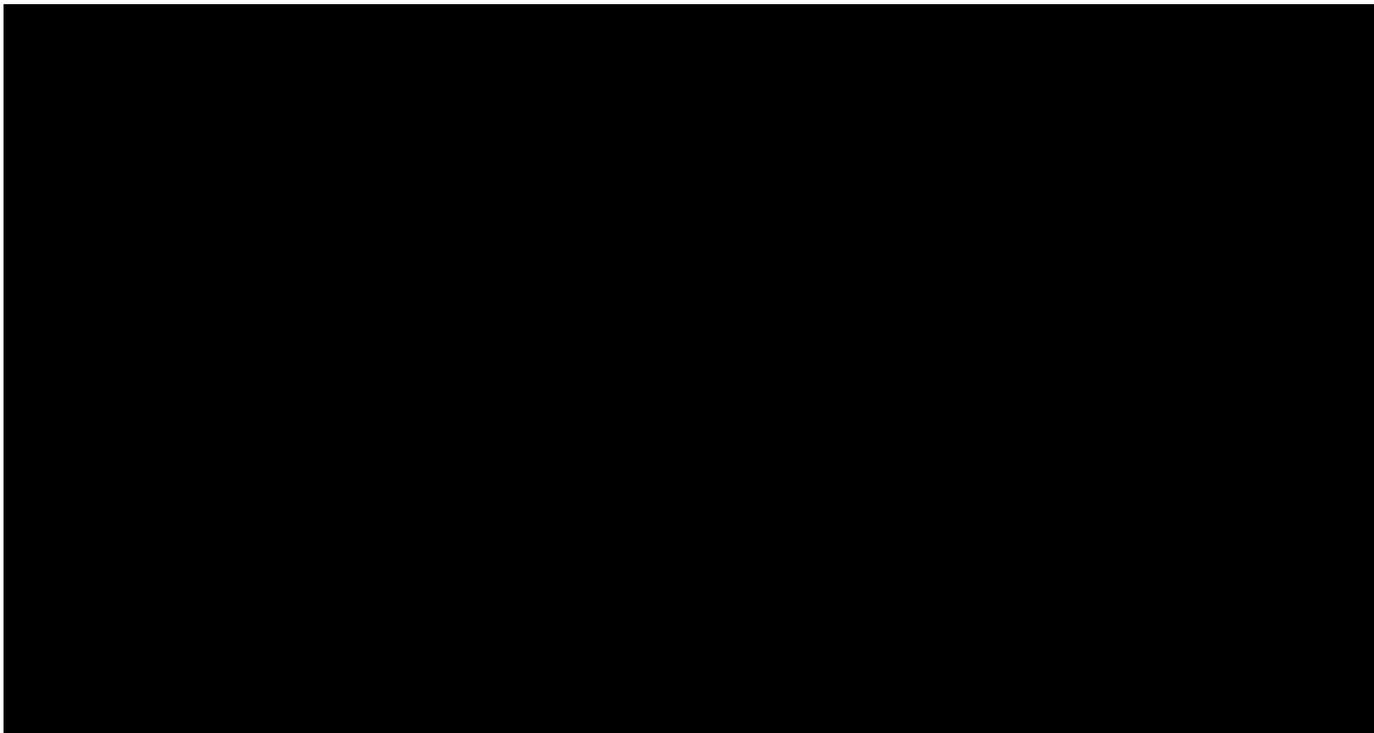
11.2 MAJOR ACTIVITIES

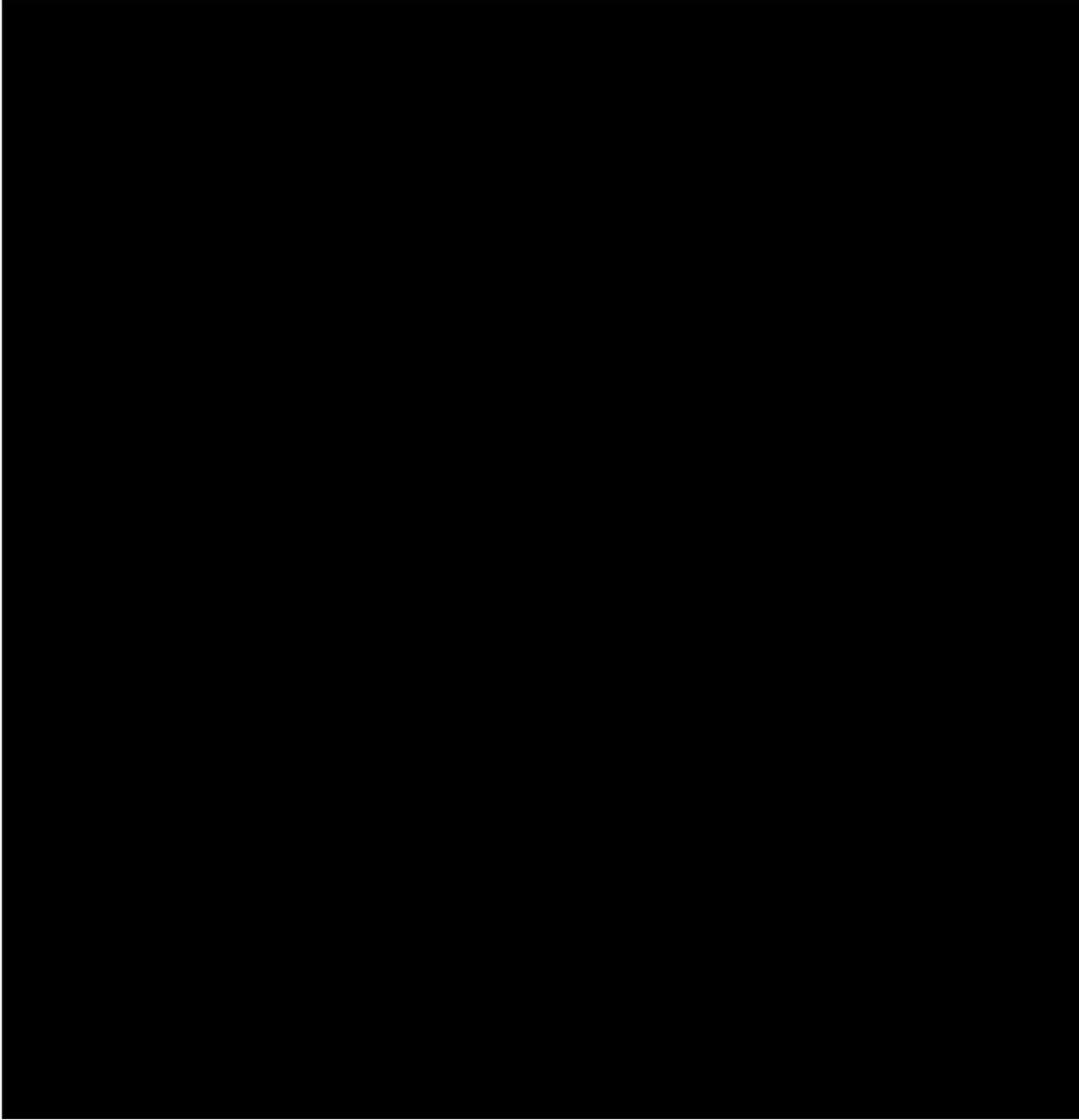






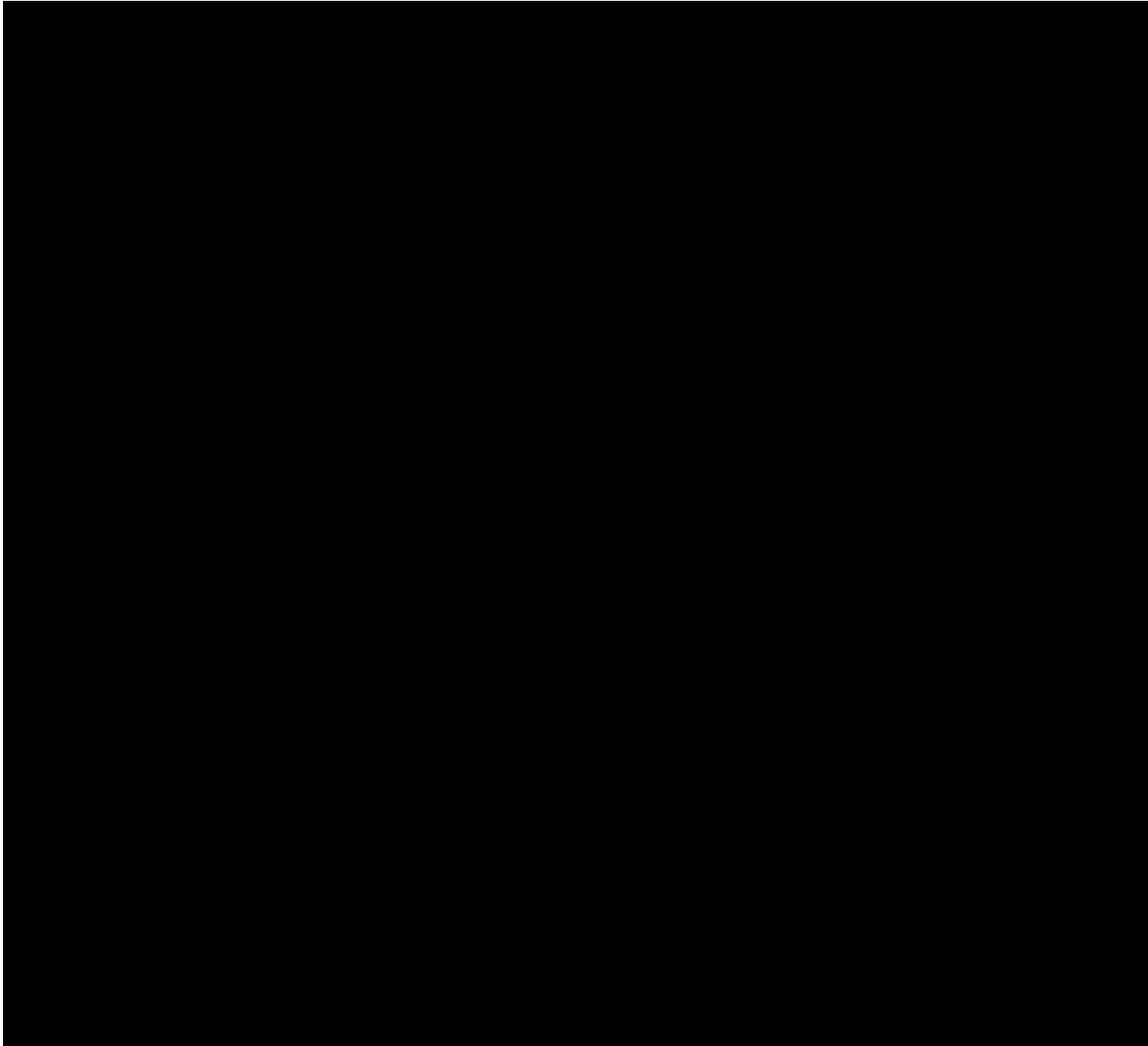
11.3 DELIVERABLES



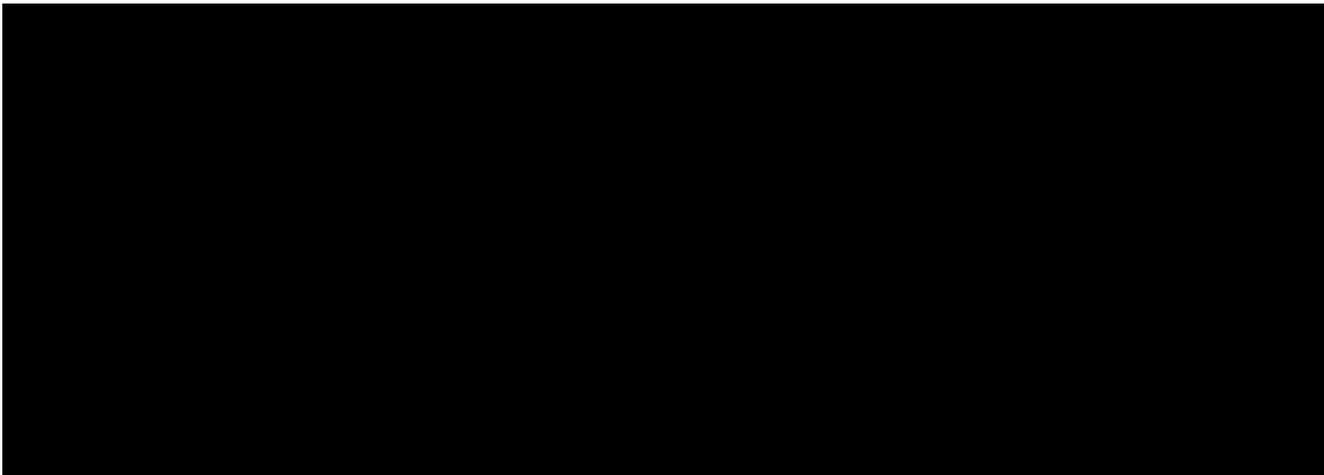


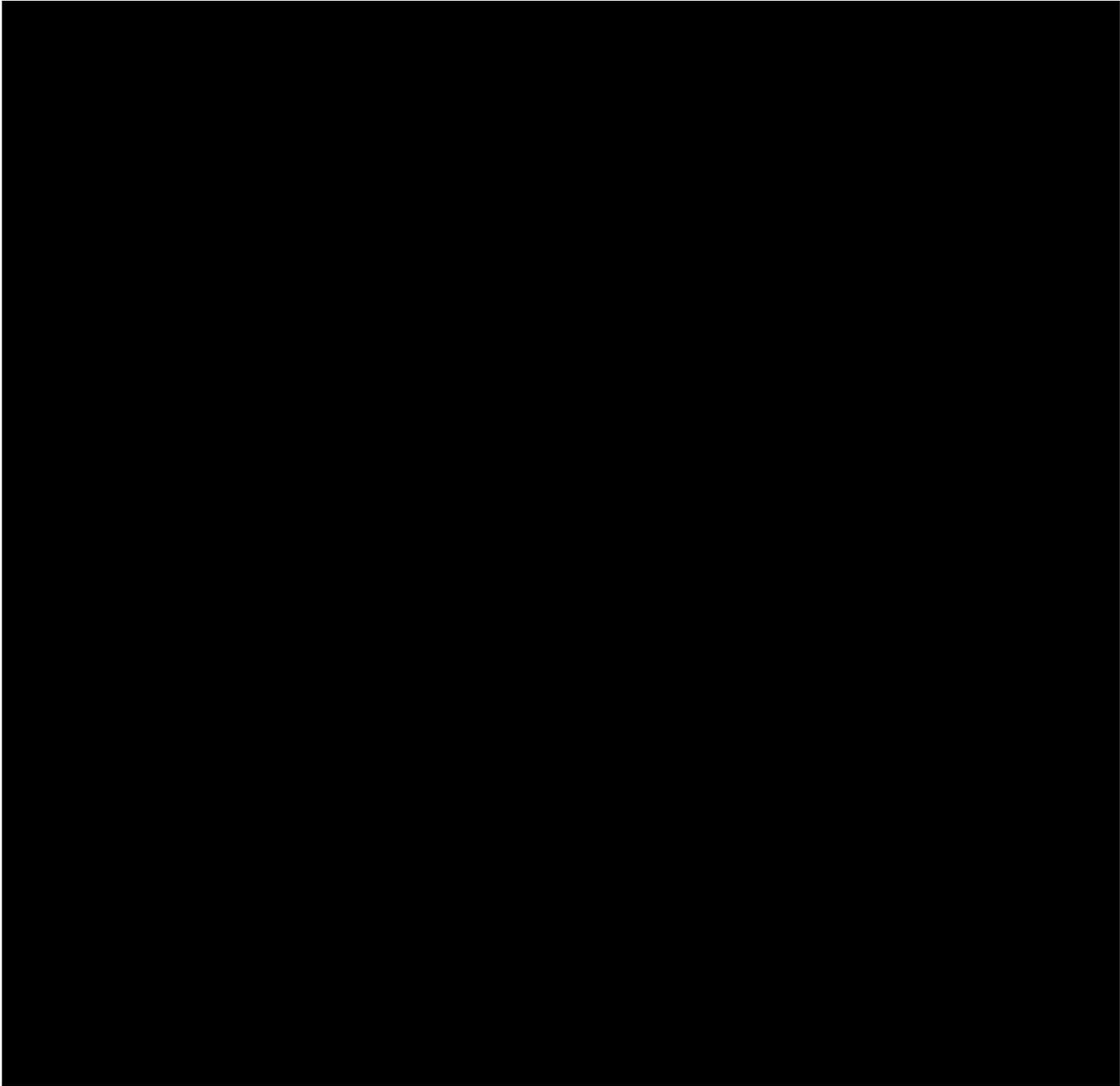
12. DEPLOYMENT SUPPORT

12.1 MAJOR ACTIVITIES

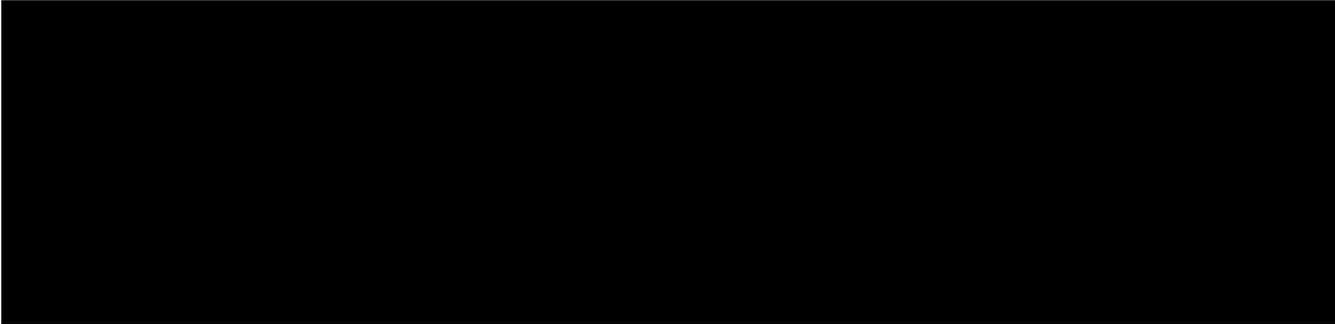


12.2 DELIVERABLES

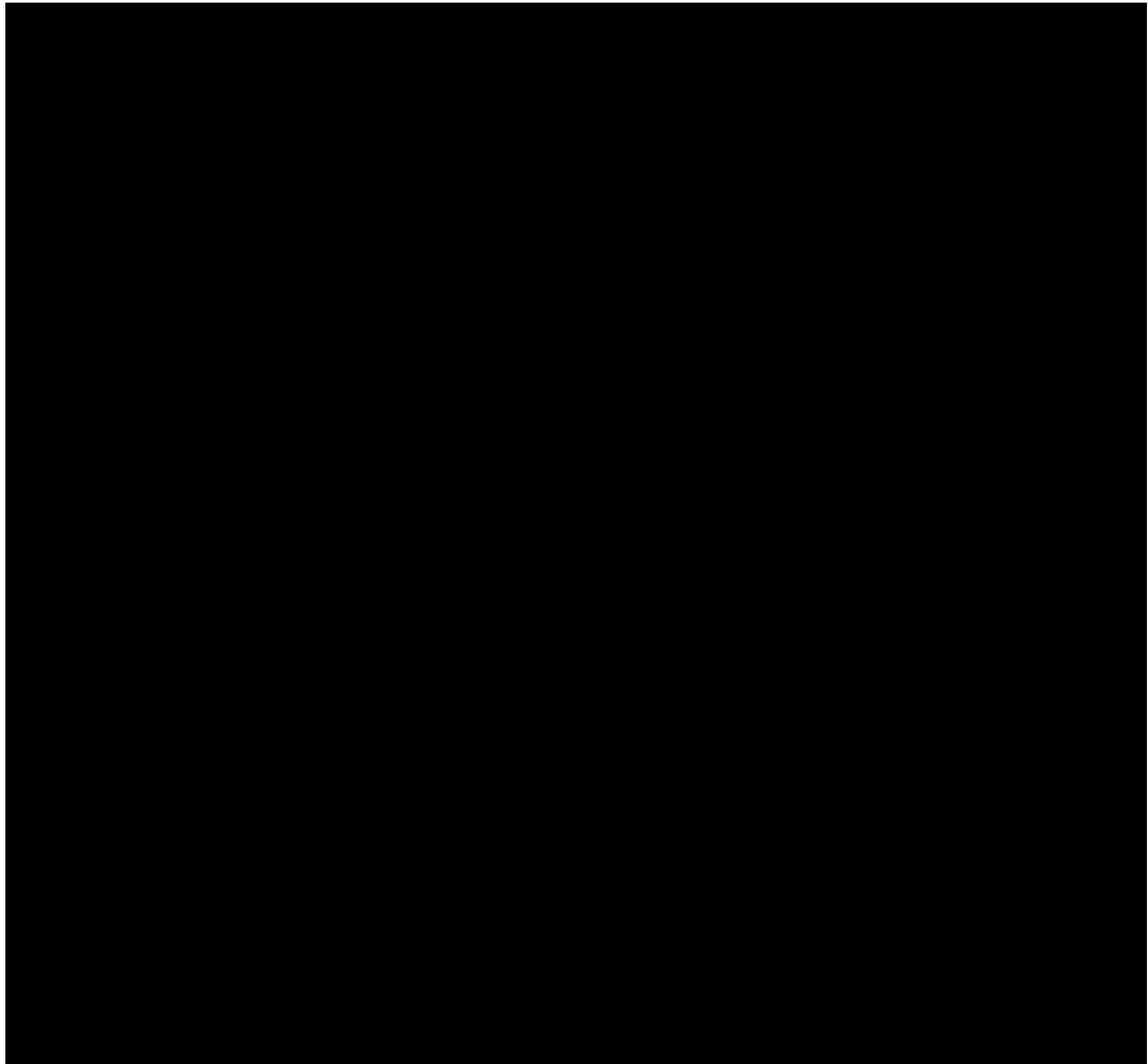


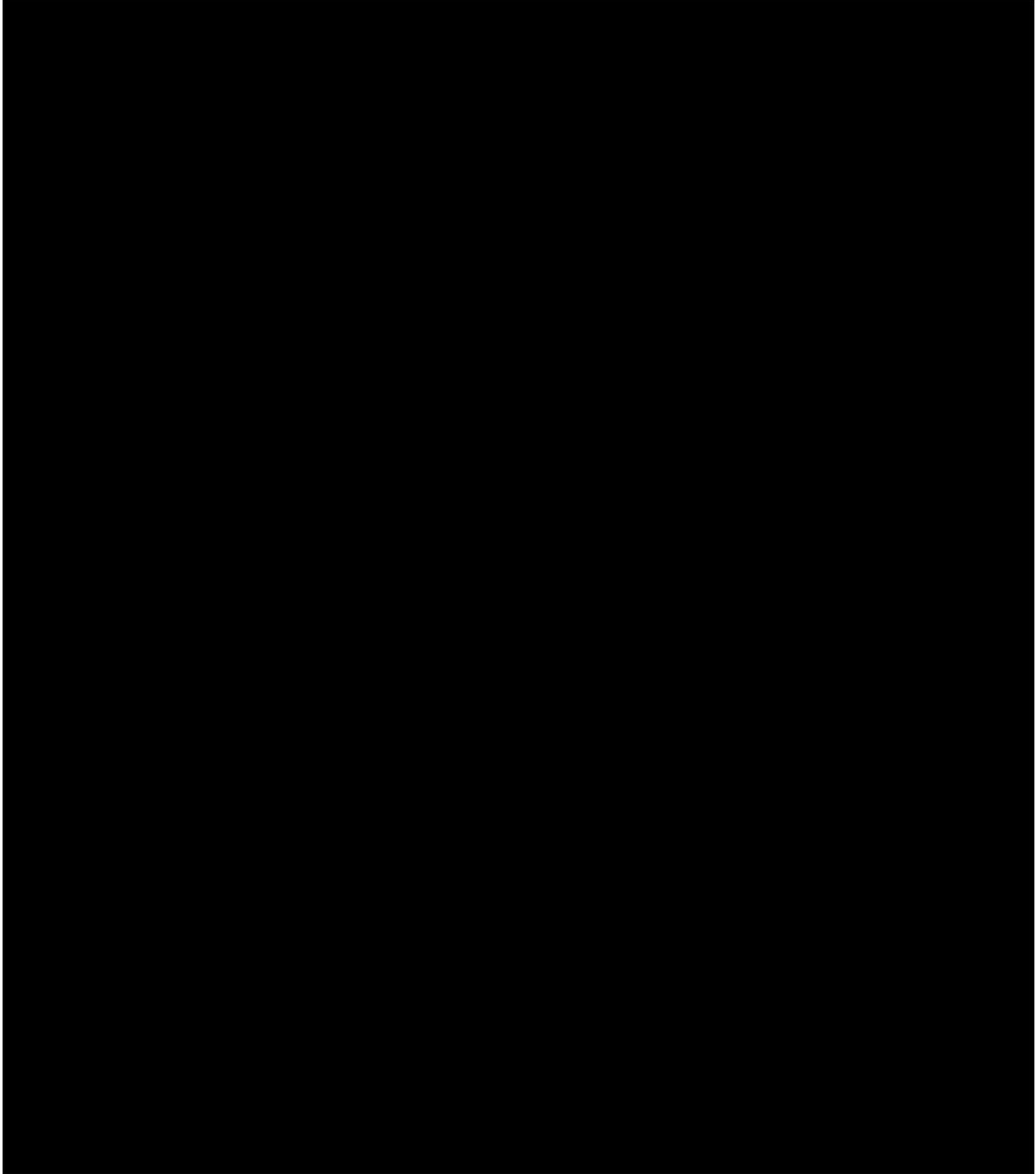


13. POST GO-LIVE SUPPORT

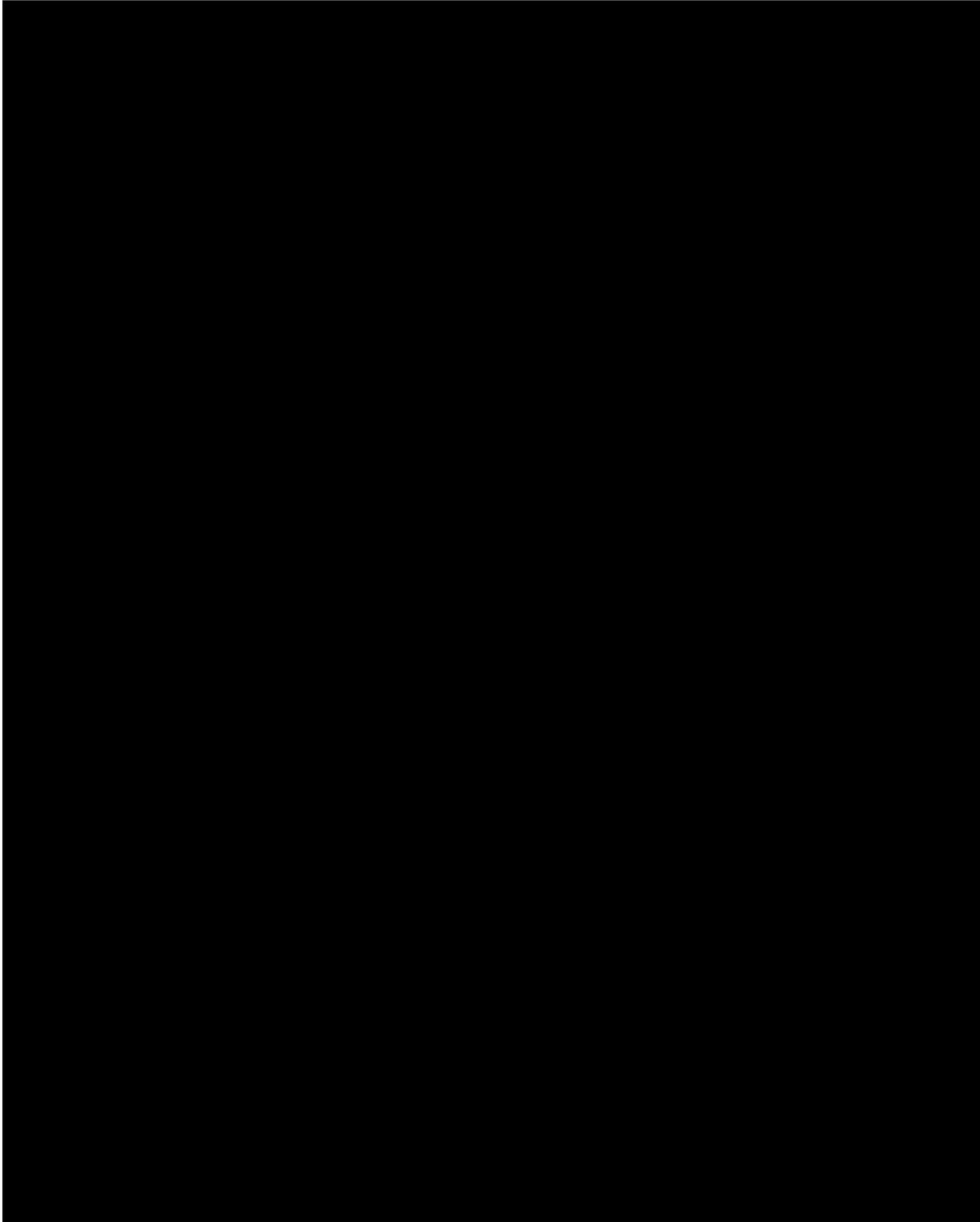


13.1 RESPONSIBILITY MATRIX

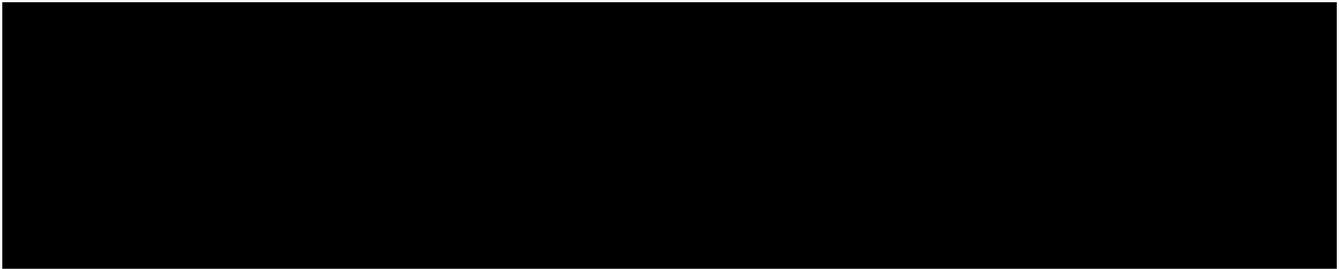




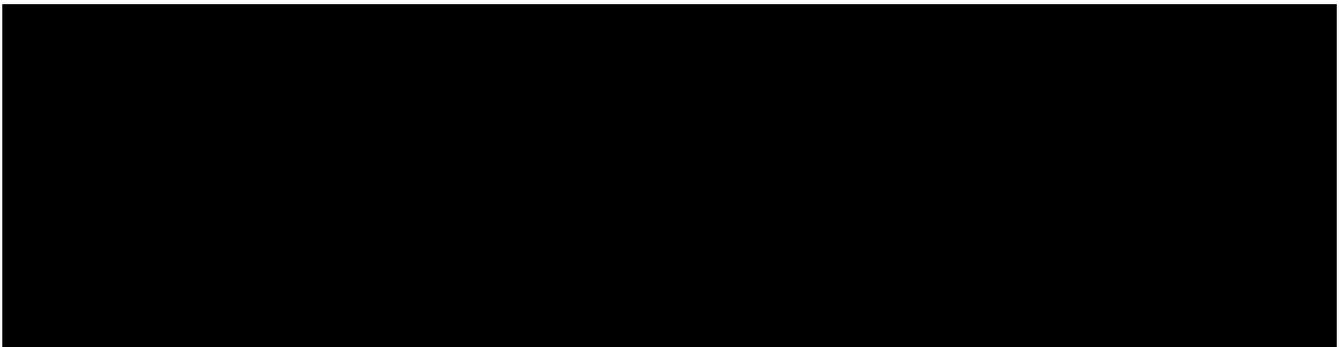
13.2 DELIVERABLES



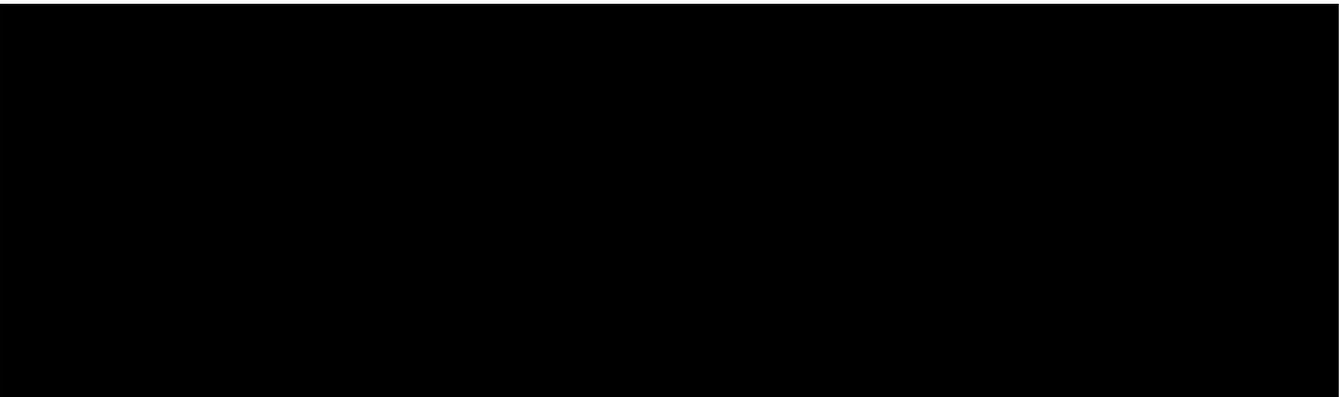
14. BASIS OF ESTIMATE (ASSUMPTIONS)



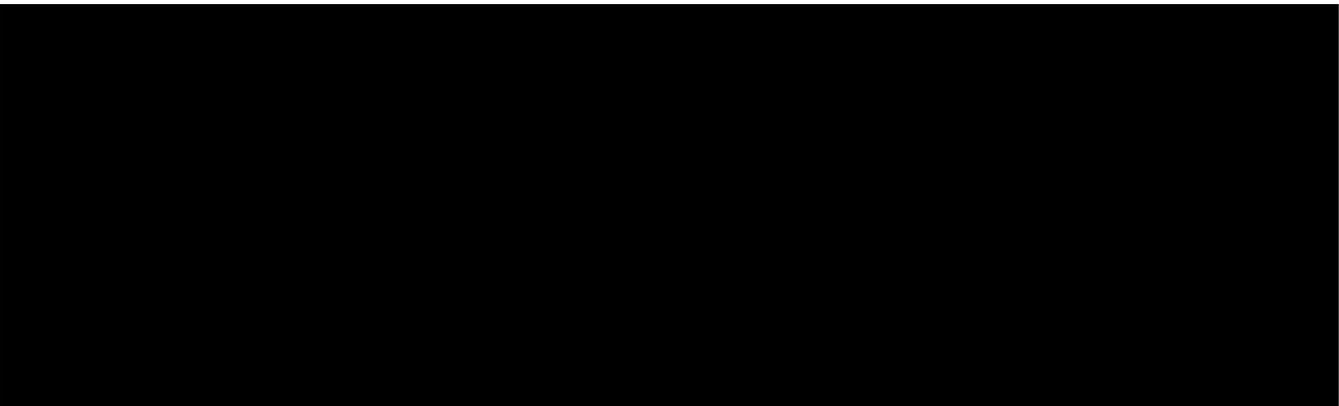
14.1 SCOPE AND IMPLEMENTATION



14.2 GENERAL FUNCTIONAL



14.3 INTERFACES



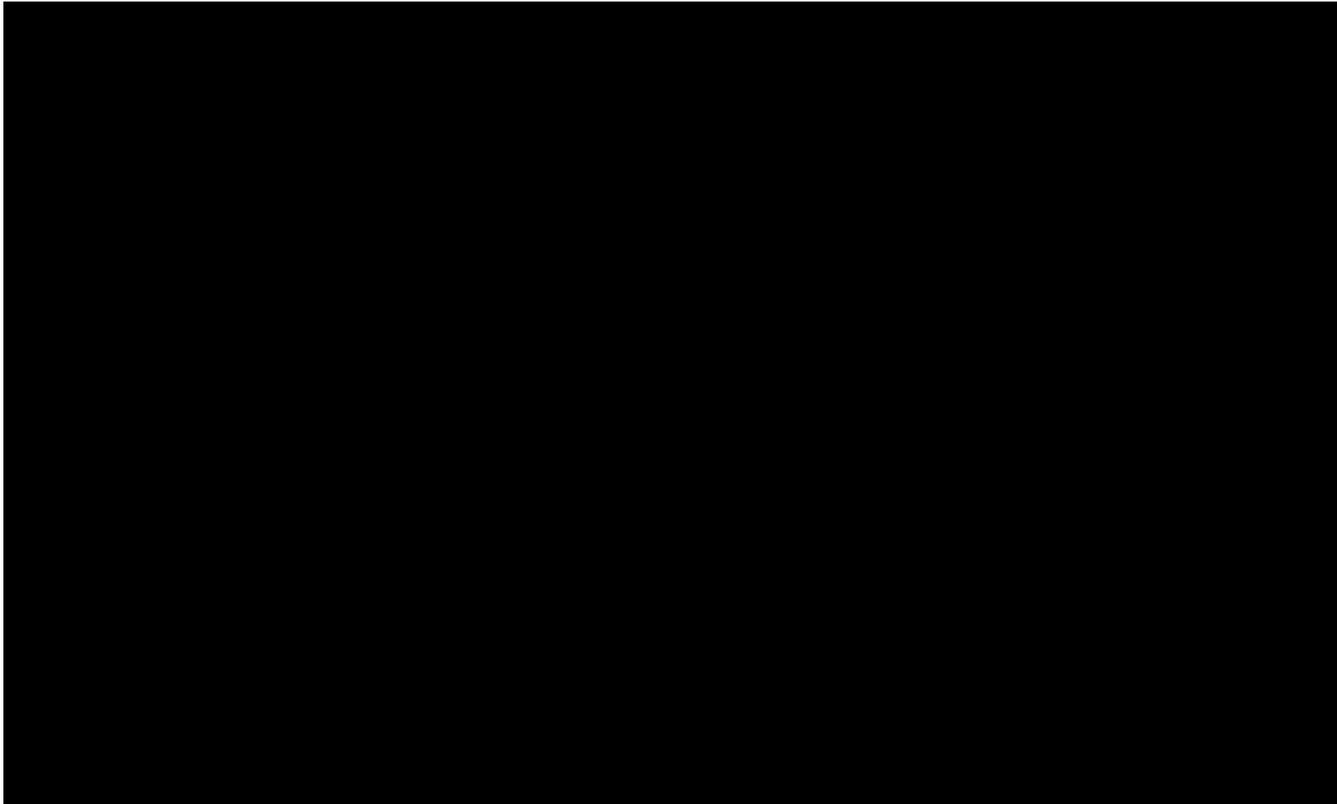
14.4 CONVERSIONS



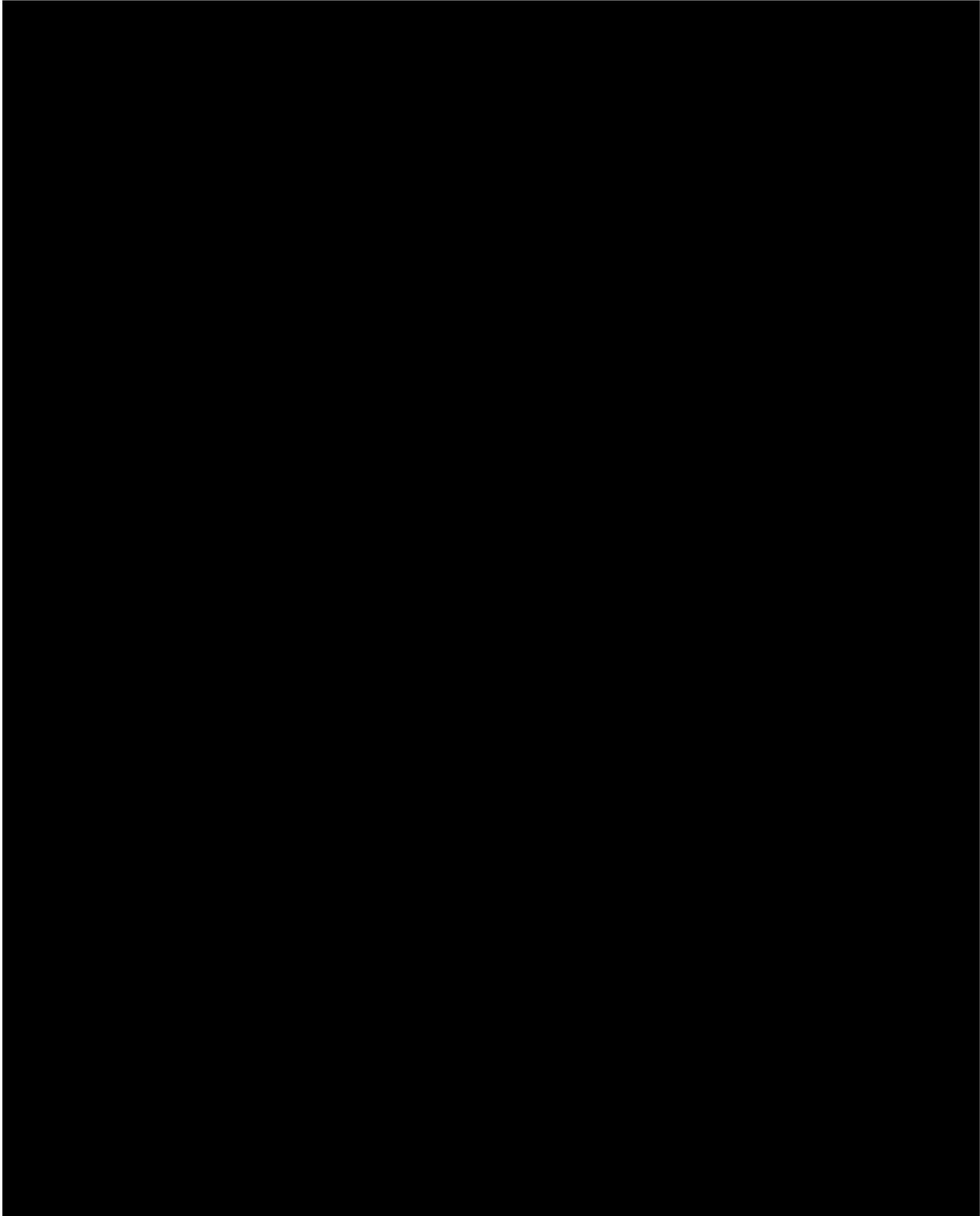
14.5 TECHNICAL ARCHITECTURE

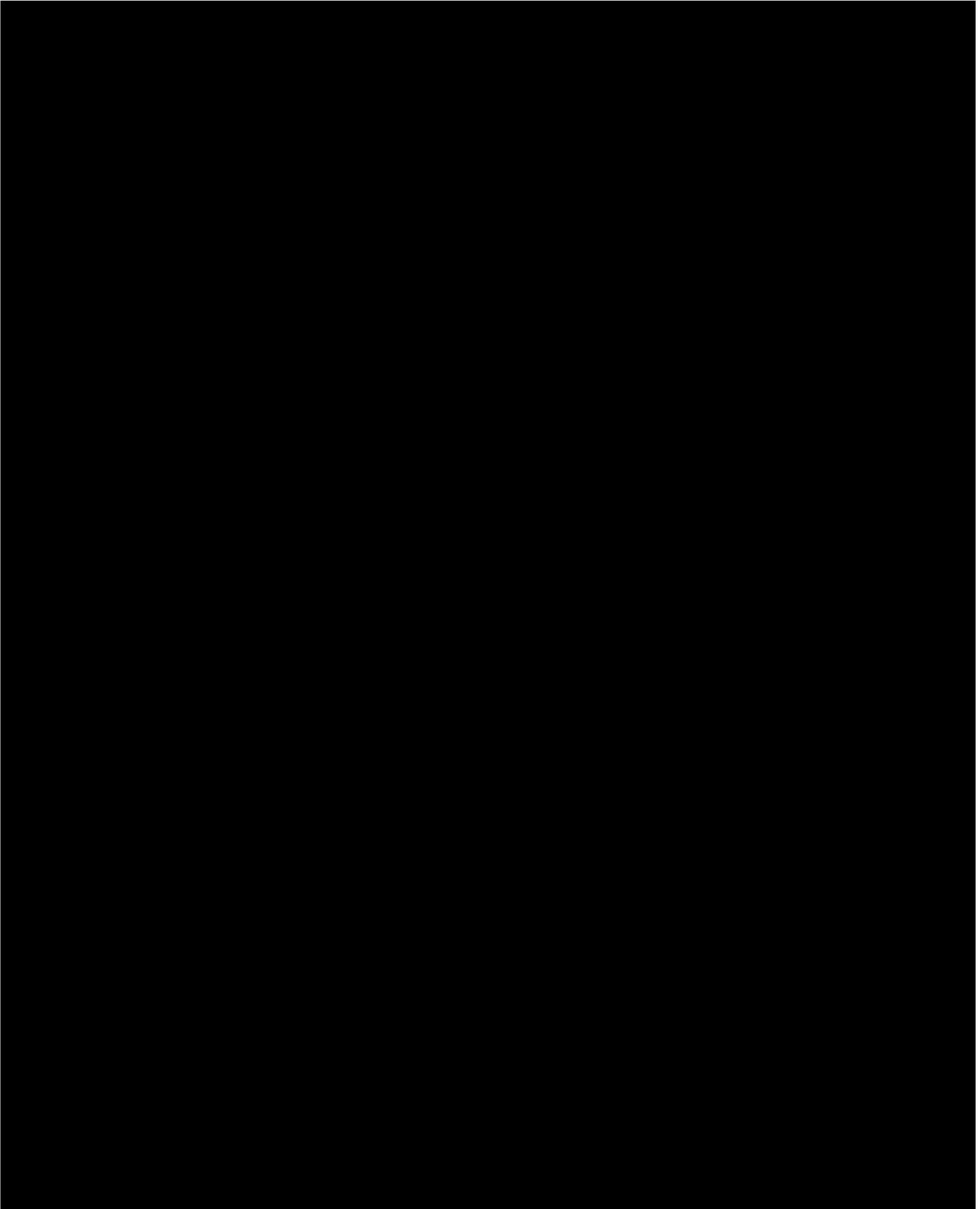


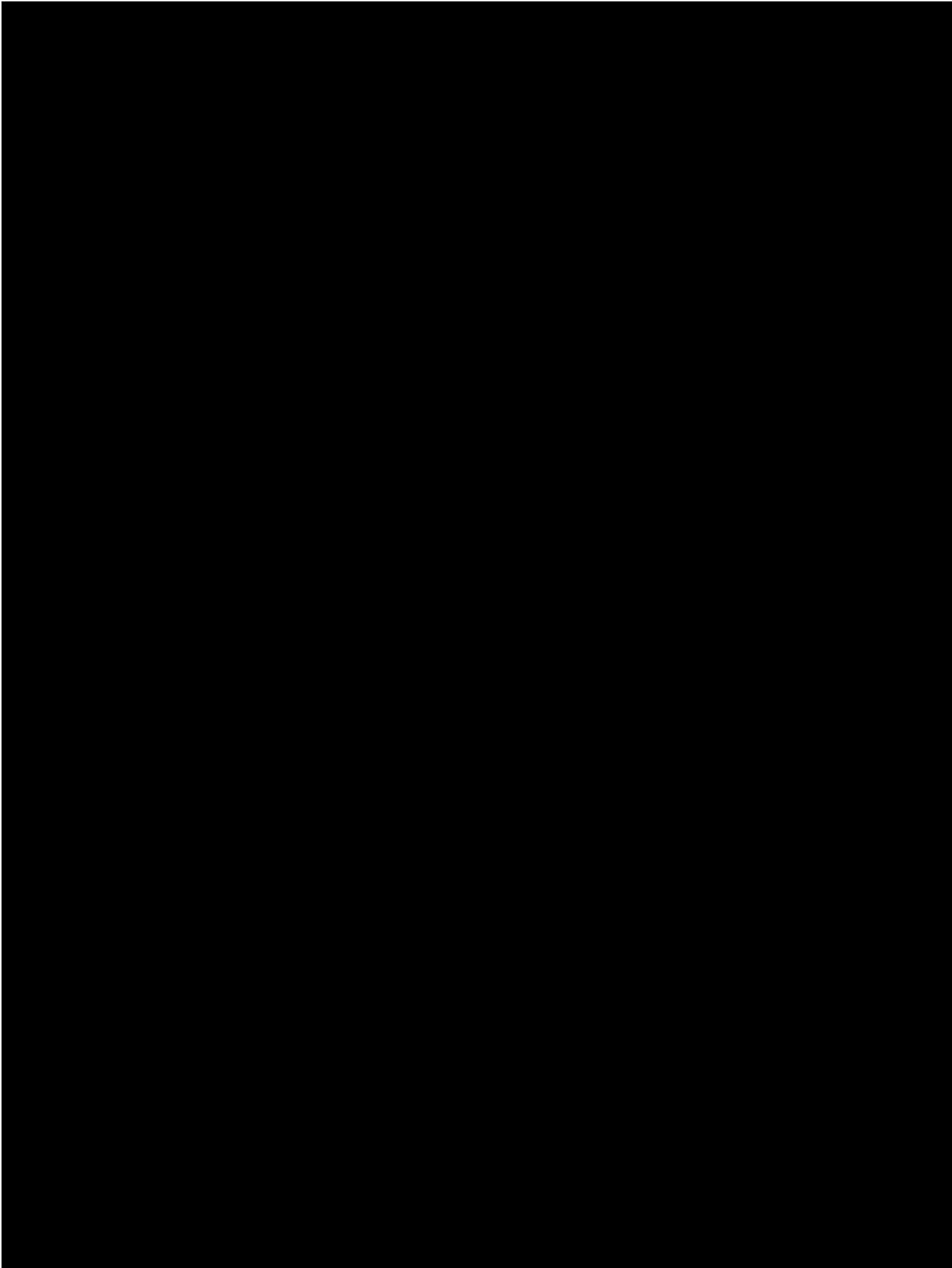
14.6 STATE STAFFING

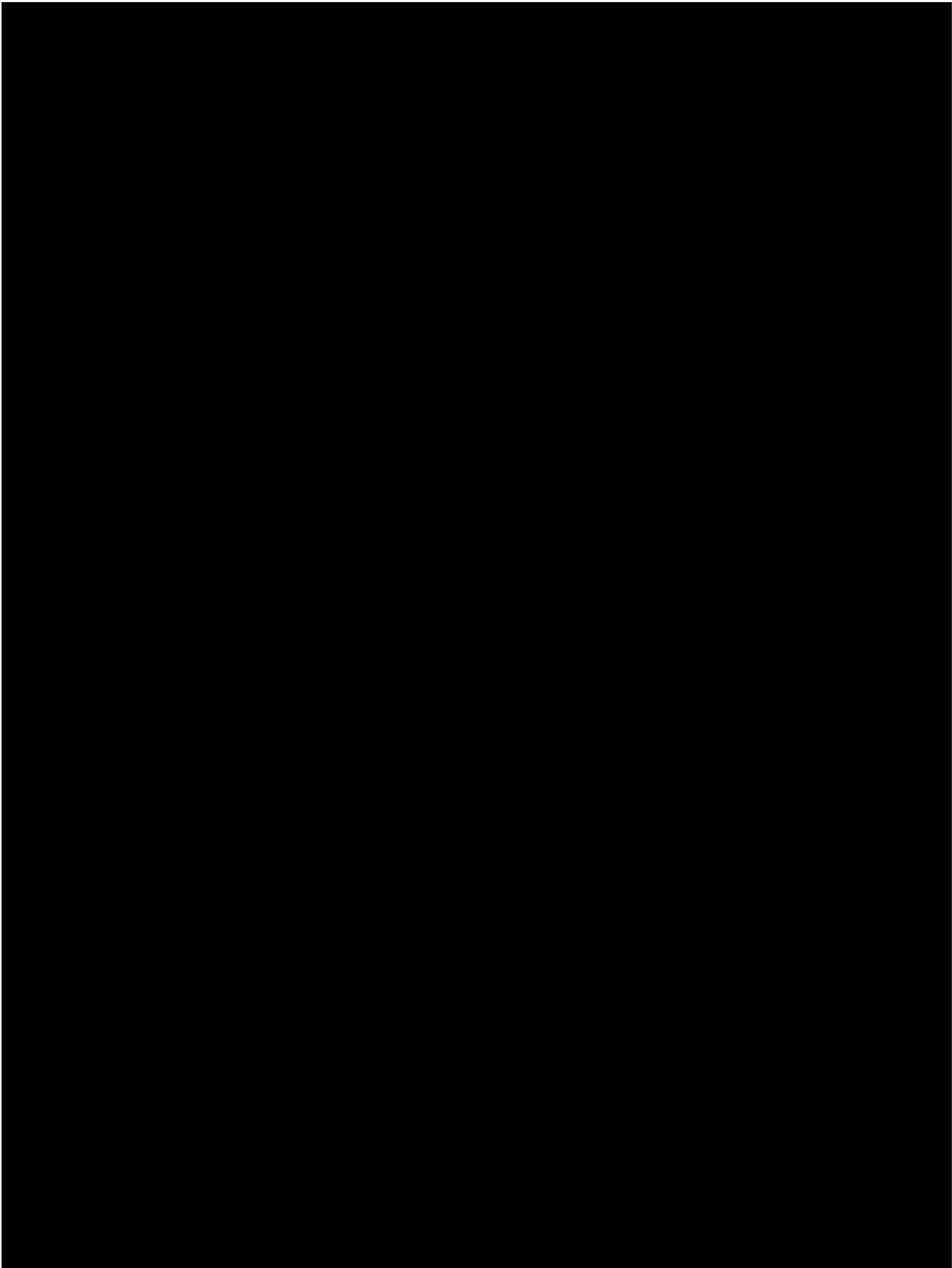


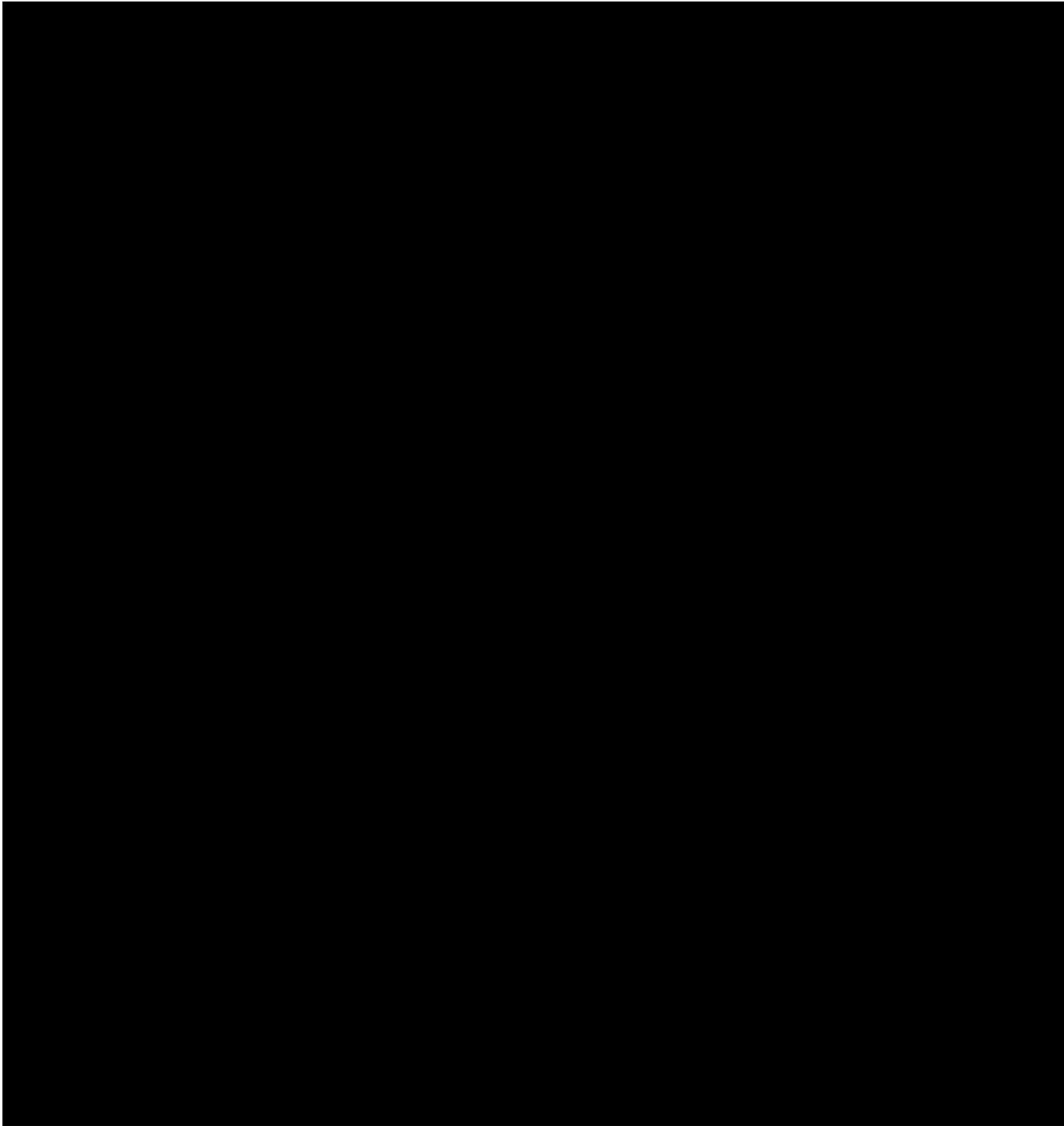
14.7 COST ASSUMPTIONS











Technical Proposal

RFP 19-105 Attachment F8 – Future State Process Definition Template

The State is requesting future-state process definitions that address the HCM and Payroll process and solution improvement opportunities that are recommended by the Respondent. The Respondent should consider the improvement opportunities identified by the state as well as other best-practices the vendor believes will drive efficiencies and effective use of the targeted PeopleSoft HCM 9.2 solution.

This template must include specific responses to targeted improvement opportunity defined in Attachments H3, as well as other process recommendations that are included in various current process narratives in Attachments I and J. Process flows and narratives should be included in responses when major process changes are recommended.

This template should identify the current PeopleSoft customizations that must remain and all new customizations that are needed to achieve the full benefit of the recommendations. The recommendations from a recent HCM Fit/Gap initiative are included in Attachment H2 and should be considered valuable, non-binding information.

The content of this template must be coordinated and consistent with all other parts of your proposal including the Approach, Cost Proposal, Project Plan, Statement of Work and Staffing Plan templates. The responses should demonstrate to the State that the Respondent has attained a high level of PeopleSoft HCM/Payroll transformation and implementation expertise, a high level of HCM/Payroll implementation knowledge and an excellent understanding of the operational integration required by the business processes of state personnel and payroll departments.

Vendor Response:

This template must be submitted as a Microsoft Word document.

ATTACHMENT F8 FUTURE-STATE PROCESS DEFINITION TEMPLATE

Accenture considers future-state process definition to be part of a larger, integrated effort to identify improvement opportunities and drive business value. The State's objective is to streamline how business is performed and provide innovative ways of working to end-users and customers. Central to our proposed solution is the ability to handle end-to-end business processes specific to the State's current needs as well as the ability to adapt to future improvements.

As part of Accenture's approach for future-state process definition, we bring the following differentiated capabilities during the Initiate and Adopt stages to support the transformation of the State's HCM-Payroll service delivery.

Service Delivery Strategy Labs (Initiate Stage)

We propose to provide Service Delivery Strategy Labs and Leading Practice Workshops as a key component of our Initiate and Adopt approach. We will offer two, two-hour strategy labs with State leadership and agency stakeholders to align leadership and stakeholders on the strategic vision and operating principles of your desired service delivery strategy for the new ERP Solution. The Strategy Lab answers the question: How do we align the guiding principles for service delivery with the design of the ERP?

Accenture will employ our Service Delivery Strategy Framework to guide these workshops. This framework is grounded in the belief that organizations produce the exact results they are designed to produce, and none other. We refer to this as the organization's "operational DNA." To get different results requires a different design—a different set of organizational DNA and operating principles.

The State's DNA is demonstrated in your current operating principles—they determine the way work actually gets done. In the Strategy Labs, we will work with the State to understand your current DNA and operating principles. We will then help you either refine or develop new DNA and operating principles aligned with the strategy of the State's HCM-Payroll Solution.

We will prepare for the first lab by consulting with State leaders to gather baseline information, then deliver preparation materials to your participants prior to the first workshop. The first lab will include

facilitated discussions led by Accenture using “prompting questions” from the strategy framework. We will capture the results of the lab and use the material to prepare for the second lab. The objective of the second lab is to create an agreed-upon set of future-state operating principles, which will also serve as a guide for the rest of the project's implementation phases.

Leading Practice Workshops (Adopt Stage)

We will work with the State to conduct a Leading Practice Workshop specific to Payroll processes to align the State on key foundational areas prior to iterative prototyping workshops. Leading Practice Workshops engage key staff from across the State to address key business design items. Key staff will make recommendations on how those items should be addressed and provide this guidance to the following conference room pilot (CRP) activities. The workshop process has an educational component, so participants have a shared understanding of the topics and available alternatives. The workshop process also has a concurrence-building component, so the outcomes reflect the best thinking of the group.

The Strategy Lab vision and Leading Practice Workshops would provide input for the Future-State Process Definitions. We appreciate and applaud the work the State has performed to document the current-state processes and improvement suggestions. These will also serve as an input into the future-state process definition activities. Accenture would leverage our Accenture Enterprise Services for Government (AESG) platform, which includes our library of leading HCM and Payroll business process flows and narratives as a baseline. We would conduct Business Process Redesign Sessions in the AESG 9.2 environment for the new and existing modules and related business processes to align on the future-state process and determine whether the leading process may be adopted.

We would also recommend that the State re-execute the compare report against the most recent PUM image of 9.2 to determine which customizations to retain, retire, or retrofit, based on the defined future-state processes.

At the outcome of the Adopt activities the team would confirm:

1. Future-State Process Definitions
2. RICEFW Inventory and disposition for existing and new customizations

In this section, we have evaluated each of the State's current business processes and mapped them to Accenture's AESG Process. Where applicable, we have included improvement opportunities and recommendations for discussion during the project. These are listed in Figure F8-1 at the end of the section.

Our recommendations and suggestions are based on our interpretation of the material provided in Attachments H, I and J, and would require validation during the business process discussions.

Below is a summary of our recommendations by module.

Human Resources

We did not identify significant changes to the HR business processes or service delivery model.

- The duplicative entry between HR and Agency Payroll will be eliminated with the implementation of PeopleSoft Payroll 9.2 and the retirement of GEAC.
- The project team may want to evaluate the unique HR processes for specific employee populations and look for opportunities to standardize.
- Finally, the use of innovation, through Conversational User Interface (UI) and online forms may further automate the future-state HR process.

Benefits Administration

There were some opportunities for improvement in how Benefits Administration is performed that we would recommend exploring during the Business Process Redesign Sessions:

- The current Benefits interface to GEAC Payroll system would be retired with the implementation of PeopleSoft Payroll 9.2.
- Standardization of Open Enrollment business process across all employee populations (as noted within State Identified Process Improvement Recommendations).
- Consider utilizing delivered capability such as:
 - Life Events to be performed using BAS Activity vs. Job records
 - Administration of Retroactive Benefits
 - New 9.2 reports: Benefit Refunds Report, Benefits Activity Report, and Identify employees who had overage dependents dropped by COBRA Report
 - Passive events for automated activity generation
- Develop business processes for exception scenarios:
 - Dependent changes (i.e., student status, overage dependents, etc.)
 - Secondary COBRA events
- Maintain New Parent Leave within Absence Management module vs. Benefits Administration, which may provide more robust functionality.

Time and Labor

Below are several suggestions that may eliminate the need for manual processes and reduce effort. Detailed suggestions are listed in Figure F8-1 by business process.

- Use of delivered functionality such as Time and Labor Auto Enrollment functionality would eliminate manual entry and delays in time reporting.
- Introduce a customization that would provide significant savings in manual effort:
 - A common customization is the Time and Labor Security Automation program to create Dynamic Groups at multiple security levels, create Permission Lists, create and maintain Time and Labor Permission List Security, assign Row Security Permission Lists to User Profiles, and run the delivered security refresh jobs.
- Eliminate customizations related to Compensatory Time tracking through configuration of these plans in Absence Management.

Leave Management through Absence Management

Currently the State is using Time and Labor and GEAC to manage leave. We have identified several opportunities to improve how leave is managed in the future through the implementation of Absence Management. For example: Compensatory time and non-standard leave type (i.e., FMLA) may be configured and entitlements, usage, and balances tracked in Absence Management vs. paper records and spreadsheets.

Below are some additional benefits to using Absence Management. We have also included suggestions by business process in Figure F8-1.

- Absence Management integrates with Time and Labor and Payroll for North America to provide automated processing of leave rules. Employees enrolled in both Time and Labor and Absence Management enter absence takes they are eligible for on the timesheet absence grid and workflow routes absences for approval if required, providing a seamless experience for self-service users. Entitlements or accruals are granted using configured absence elements that define the policy-based rules and balance adjustments can be entered by administrators as needed to add to or reduce hours from balances. Self-service users can view absence balances effective as of the last closed period directly on the integrated timesheet.
- The absence forecasting feature prevents negative balances unless policy allows, unintended unpaid leave, and hours lost scenarios. Absence take forecasting can be required for select absences to ensure employees have met eligibility criteria and have sufficient balance to use each absence. Balance forecasting allows employees to view projected balances as of a future date for planning purposes.
- The Calculate Absence process calculates absence takes, balance adjustments, accruals, expired hours, and other entitlements, and updates leave balances and accumulators for the current leave period. Absence triggers can be configured to support automated retroactive processing of prior period absence adjustments, which reduces the need for manual balance adjustments and allows for absence takes to be accurately reported. Absence takes are loaded to Payable Time and subsequently both time and absences are loaded to Payroll for North America for payroll processing.

Payroll

The implementation of PeopleSoft Payroll will eliminate the need for existing interfaces between HCM and GEAC to support Benefits enrollment and changes and time entry loads to payroll, and the custom interfaces from GEAC to PeopleSoft Financials.

Duplicate entry currently performed in both HCM 9.1 and GEAC Payroll will also be eliminated.

Finally, implementation of ePay to allow employees to access their pay advice, including leave balances online via their mobile device, perform direct deposit enrollment and update W4 changes, and request W2's will reduce manual entry and may improve customer experience.

In Figure F8-1 we have included more detail of our recommendations by business process. We look forward to discussing these further as we defined the future-state processes to support the HCM-Payroll Modernization Project.

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
Human Resources				
HR01	New Hire/Rehire Process	Administer Employee Data Change	<ul style="list-style-type: none"> Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems Configure Template Based hires for hiring employees and Contractors that would limit Data entry errors 	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms
HR02	Termination/ Resignation	Retirement and Voluntary Separation	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms
HR03	Transfer Process	Administer Employee Data Change	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms
HR04	Promotion/ Voluntary Demotion	Administer Employee Data Change	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms
HR05	Leave of Absence	Manage Job Information Change	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms
HR06	Return from Leave	Manage Job Information Change	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
HR07	SHC – New Position/Classification Requests	Administer Manage Position	None identified	<ul style="list-style-type: none"> • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person's personal or job data, or managing a person's profile data
HR08	SHC – Fund Center Change Request	Administer Manage Position	None identified	<ul style="list-style-type: none"> • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person's personal or job data, or managing a person's profile data
HR09	SHC – Reorganization	Administer Manage Position	None identified	<ul style="list-style-type: none"> • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person's personal or job data, or managing a person's profile data
HR10	SHC – Above Minimum Salary	Manage Job Information Change	None identified	<ul style="list-style-type: none"> • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person's personal or job data, or managing a person's profile data

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
HR11	SHC – Job Reclassification	Administer Manage Position	None identified	<ul style="list-style-type: none"> • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person’s personal or job data, or managing a person’s profile data
HR12	SHC – Overtime	Manage Job Information Change	None identified	<ul style="list-style-type: none"> • Standardize business process across employee populations with common attributes • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person’s personal or job data, or managing a person’s profile data
HR13	SHC – Policy Exception	Manage Job Information Change	None identified	<ul style="list-style-type: none"> • Standardize business process across employee populations with common attributes • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person’s personal or job data, or managing a person’s profile data

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
HR14	SHC – Position Status Change	Administer Manage Position	None identified	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms Use SMART HR templates to streamline process and approvals Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person’s personal or job data, or managing a person’s profile data
HR15	SHC – Executive Hire	Manage Job Information Change	None identified	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms Use SMART HR templates to streamline process and approvals Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person’s personal or job data, or managing a person’s profile data
HR16	SHC – Reactivation	Manage Job Information Change	None identified	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms Use SMART HR templates to streamline process and approvals Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person’s personal or job data, or managing a person’s profile data

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
HR17	SHC – Salary Adjustment	Define and Maintain Compensation Process	None identified	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms Use SMART HR templates to streamline process and approvals Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person’s personal or job data, or managing a person’s profile data Configure Total Rewards Statement for employees
Benefits Administration				
BN01	SPD and ISP – Benefits Open Enrollment.	Administer Open Enrollment	<ul style="list-style-type: none"> Simplify intervening events and accurate effective dating Improve the process of manually prorating the calculations as a result of the January 1st effective date Move to standard HIPPA compliant file layout with Carriers 	<ul style="list-style-type: none"> Standardize business process across all employee populations Reduce use of paper forms Move to standard reporting tools and reduce reliance on SQL execution for clean-up reports
BN01.1	SPD and ISP EE Level Annual Open Enrollment	Administer Open Enrollment	<ul style="list-style-type: none"> Simplify intervening events and accurate effective dating Improve the process of manually prorating the calculations as a result of the January 1st effective date 	Standardize business process across all employee populations
BN02	Excise & Conservation – Benefits Open Enrollment	Administer Open Enrollment	Move the enrollment process for Officers and Non-Officers for all benefits to self-service enrollment similar to SPD	<ul style="list-style-type: none"> Standardize business process across all employee populations (as noted within State Identified Process Improvement Recommendations) Reduce use of paper forms
BN03	SPD and ISP New Hire Open Enrollment Election Process	Benefits Enrollment	HSA account setup within PeopleSoft	<ul style="list-style-type: none"> Standardize business process across all employee populations Include the administration of retroactive benefits

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
BN04	Excise & Conservation New Hire Open Enrollment Election Process	Benefits Enrollment	Move the enrollment process for Officers and Non-Officers for all benefits to self-service enrollment similar to SPD or ISP	<ul style="list-style-type: none"> Standardize business process across all employee populations (as noted within State Identified Process Improvement Recommendations) Reduce use of paper forms Include the administration of retroactive benefits
BN06	SPD and ISP Event Maintenance Process	Administer Event Maintenance	LTS changes should be automatically generated by the system when salaries exceed basic life pretax thresholds	<ul style="list-style-type: none"> Standardize business process across all employee populations Leverage new report Benefit Refunds Report Leverage passive events for automated activity generation
BN07	Excise & Conservation Event Maintenance Process	Administer Event Maintenance	Simplify intervening events and accurate effective dating	<ul style="list-style-type: none"> Standardize business process across all employee populations Reduce use of paper forms Leverage new report Benefit Refunds Report
BN08	FSC Event Maintenance Process	Administer Event Maintenance	<ul style="list-style-type: none"> Change the initiation process for FSC by inserting a row into BAS activity and not a job row Allow some FSCS to be made or initiated in self-service 	<ul style="list-style-type: none"> Leverage new report Benefit Activity Report Leverage new report Benefit Refunds Report
BN09	Changing Life Insurance Beneficiary Information Process	Dependent and Beneficiary Information	None identified	None identified
BN11	Duplicate Dependent Process	N/A	Prevent initial entry of duplicate dependents	Develop business process for dependent changes (student status, overage etc.)
BN12	Cobra Process	Administer COBRA	<ul style="list-style-type: none"> Ensure all letters print from qualified checklist Eliminate manual COBRA process Add Life letter to print process Creditable coverage letter 	<ul style="list-style-type: none"> Develop business process for secondary COBRA events Leverage new report to Identify employees who had overage dependents dropped by COBRA

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
BN15	Court Order Process	N/A – Part of Benefits Enrollment	None identified	None identified
BN16	NTUA Revocation Process	N/A – Part of Benefits Enrollment	Automate the recoupment of premiums	None identified
BN17	New Parent Leave	Absence Administration	None identified	Process New Parent Leave as part of Absence Management Extended Leave Framework vs. Benefits Event Management
Time and Labor				
TL01	Time and Labor Enrollment	Time and Labor Enrollment Sub Processes: <ul style="list-style-type: none"> • Enroll and Maintain Time Reporters • Enroll and Maintain Comp Plan Enrollment • Assign and Maintain Schedules 	<ul style="list-style-type: none"> • Move to standardized Workgroups and Comp Time Plans • Implement a business practice to remove Correct History to Comp Plan Enrollment • Review and improve all queries and standardize 	<ul style="list-style-type: none"> • Standardize Workgroups and inactivate unused Workgroups • Retain standard statewide Compensatory Time Off Plans in T&L and inactivate leave-related Comp Plans (move to Absence Management) • Use delivered Time and Labor Auto Enrollment functionality to automatically enroll, maintain, and inactivate Time Reporters and assign default work schedule based on HR Job Data transactions and state criteria (or agency-specific where required) • Create statewide Time Reporter and Comp Plan enrollment audit queries

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
TL02	Time Capture	Time Capture and Approval Sub Processes: <ul style="list-style-type: none"> • Manage Time Entry • Manage Reported Time Approval • Manage Payable Time Approval 	<ul style="list-style-type: none"> • Establish a future Grace Period limit on the timesheet • Implement custom TL Security Automation • Reduce the need for Approval Rerouting (change Approval Workflow to be custom for Multiple Approvers and include TL Approval Administrators) • Utilize the Delegation Framework 	<ul style="list-style-type: none"> • Establish default TL Permission List Security grace periods based on security level • Implement custom TL Security Automation to create TL Dynamic Groups at multiple security levels, create Permission Lists, create and maintain TL Permission List Security, assign Row Security Permission List to User Profiles, and run delivered security refresh jobs • Remove customization on Employee Selection Criteria through MSS that limits access to immediate Direct Reports • Replace spreadsheets and manual processes with direct timesheet entry • Leverage delivered Delegation Framework • Establish a Delegation Administrator role to delegate transactions on behalf of approvers and/or implement workflow escalation to route approval to the next level after specified timeout period • Remove customization using Position Data – Report Dotted Link that allows Alternates ability to change or approve own data through MSS. • Replace TL Manager Employee Notification custom email with delivered workflow/worklist functionality or report

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
TL03.B	Special Leave – Comp Time	Time Administration Sub Processes: <ul style="list-style-type: none"> • Adjust Comp Plan Balances • Manage Comp Plan Payouts • Time Validation • Administer Delegation 	<ul style="list-style-type: none"> • Adjust Comp Time Balances appropriately via Timesheet and Time Administration • Use a query to identify where a timesheet has been routed for approval with delegation • Changing Earliest Change Date should only occur if the new Date is less than the existing date on the Time Admin Status page • Review and standardize queries 	<ul style="list-style-type: none"> • Create administrator-only TRCs for Comp Time adjustments to be entered directly on the timesheet • Eliminate custom processes that update comp time tables on the backend • Use delivered Update TA Status and ECD page and remove customization with same functionality • Consolidate and enhance time validation queries to simplify review for accuracy and completeness and include delegation proxy if time has been delegated • Configure Time and Labor rules to generate additional exceptions where applicable to assist with review and finalization of time • Use delivered workflow and approval framework to reduce need for tickets to clear worklist

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
<p>TL04 TL05</p>	<p>Create Payroll Apply Payroll Results</p>	<p>Time Processing</p> <p>Sub Processes:</p> <ul style="list-style-type: none"> • Administer Time Processing • Load Payable Time to Payroll 	<ul style="list-style-type: none"> • Payable Time relating to Overtime to be sent to Payroll should be generated by TL Rules and not be manipulated in the Create Payfile process • Improve custom process that manipulates Payable Status for overtime hold • Comp Time Balance Adjustments to be entered via Timesheet (access to Administrators Only) • All Law Enforcement 28 Day should follow the same 28-Day FLSA Period and ensure time hold process follows policy second biweekly portion of the 28-Day cycle • Update methodology for applying Comp Time Leave Balances 	<ul style="list-style-type: none"> • Eliminate all backend updates to T&L tables and data and run a one-time conversion cleanup to set Payable Status to CL-Closed for appropriate transactions • Make T&L the source record of time (non-interfacing) and Comp Time balances; all time entry and Comp Plan balance adjustments made directly on the timesheet by administrators and processed by Time Administration • Create Time and Labor rules to automatically calculate overtime for groups currently using manual calculations and processes • Implement a custom Overtime Hold extension to update Payable Status to OH-Overtime Hold for overtime that requires no further approval and does not fall in the current overtime period based on the associated FLSA period to prevent loading to payroll via the delivered process; update status to AP-Approved status when time is within the overtime period • Use the delivered Time and Labor Load process to send transactions from Payable Time tables to the Payroll module • Correct any errors found during the review of Time and Labor to Paysheet queries and reprocess time through Time Administration and rerun the Time and Labor Load process • Use the Adjust Paid Time page to close payable time that was rejected by payroll and is not to be paid or was paid directly in payroll without adjusting the timesheet

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
TL06	Post Payroll to Finance	Time Allocation/ Distribution	Once AOS Payroll replaces GEAC with the migration to PeopleSoft Payroll 9.2, template data will be incorporated into PeopleSoft HCM accordingly. This will provide an integrated time and labor distribution process that will flow from HCM to Payroll to Finance GL; thus eliminating/reducing the manual processing and disparate solutions used by specialty agencies today to generate GL adjusting entries to post to the ledger in support of cost allocation reporting and grant reimbursement processes. This should also ensure consistency across the enterprise in the handling of allocation of labor-related expenses.	<ul style="list-style-type: none"> • Use the delivered Payroll to GL interface to send Labor Cost data from Time and Labor and Payroll to GL • Use the delivered Extract Time and Labor Cost process that distributes earnings over payable time • Remove SOI TL Account Code custom table and store funding defaults using delivered functionality
Leave Management through Absence Management				
3.0.B.1.A	AOS – Leave Accrual, Use, Pay & Payout	Absence Management Enrollment Sub Processes: <ul style="list-style-type: none"> • Enroll in Absence Management 	<ul style="list-style-type: none"> • Establish ability to operate more than one leave accrual system (based on agency or classification, for example) and ability to update accrual system(s) • Control access to Special Sick Leave by creating a new Comp Time Plan and load the available Balance via the Timesheet and remove TRC from all employees not enrolled in SSL Comp Time Plan 	<ul style="list-style-type: none"> • Create statewide Absence Management Eligibility Groups (retire Benefit Leave Plans) with associated absence types • Enroll eligible employees in Absence Management and assign Eligibility Group on Job Data as part of New Hire/Rehire/Transfer processes to control the absence types available on the timesheet or for interfacing

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
		<p>Absence Capture and Approval</p> <p>Sub Processes:</p> <ul style="list-style-type: none"> • Manage Absence Entry • Manage Extended Absence Requests • Manage Reported Time Approval 	None identified	<ul style="list-style-type: none"> • Integrate absence request/entry on the T&L timesheet and configure each absence type to require either Reported Time approval or no approval • Train users to enter absences in advance where possible (up to future Grace Period limit on timesheet) to request time off; enter in current period for unplanned time off; enter/adjust for prior periods by administrators who have access • Configure workflow and delegation for absences the same as other time reported in T&L • Enable and require absence take forecasting in self-service to ensure employees have sufficient balance to use each absence take and to prevent negative balances, unintended unpaid leave, and hours lost scenarios; remove timesheet customization that allows negative balances and generates warning flags • Enable absence balance forecasting to allow employees to view projected balances as of future date • Display absence balances directly on the integrated timesheet effective as of the last closed period and remove customization that prevents leave balance from being immediately updated when leave TRC is entered on timesheet • Allow self-service users to create and maintain extended absence requests for FML and NPL and retire custom pages and processes used for FML managed by SPD

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
<p>TL03.A TL03.C TL03.D TL03.E TL03.F TL03.H 3.0.B.1.A 3.0.B.2.A</p>	<p>Leave and Absence Workbook Special Leave – Benefit Leave Special Leave – Family Medical Leave Act (FMLA) Special Leave – New Parent Leave Special Leave – ISP Pre 1982 Leave Special Leave – ISP Line of Duty Special Leave – Special Sick Leave AOS – Leave Accrual, Use, Pay & Payout AOS – Leaves: Paid & Un-Paid (excluding Disability) Workers Comp</p>	<p>Absence Administration</p> <p>Sub Processes:</p> <ul style="list-style-type: none"> Adjust Absence Balances Manage Absence Payouts Administer Extended Leave Absence Validation Administer Delegation 	<ul style="list-style-type: none"> Establish ability to track leaves other than accrued S, V, and PR leaves Eliminate having to track and maintain the accrual dates in multiple systems FMLA Requests must have the ability to be used for Prior Period Timesheet reporting NPL approval and expiration should be controlling Comp Plan Enrollment based on Birthdate Add validation on the new Adjustment Page to ensure the Start Date for FMS and Line of Duty Leave Adjustments are valid based on Active Comp Plan Enrollment exists for the date Workers Comp—Improved communication, more transparency in the process to better serve employees and answer questions 	<ul style="list-style-type: none"> Configure all leave types (Leave and Absence Workbook plus ISP Pre 1982 Leave) as absences types in Absence Management using configurable supporting elements to process takes, entitlements, adjustments, and balances according to policy criteria Convert leave-related Comp Plan balances and balances from paper records/spreadsheets to Absence Management Utilize delivered Absence Management functionality for balance adjustments Leverage absence triggers to support retro-active absence processing of prior period absence adjustments Configure FMLA, NPL, and Line of Duty as extended leave and consider using extended absence framework for Short Term Disability and Workers Compensation Retire custom pages and processes currently in development—not needed with NPL, ISP Pre 1982 Leave, and Line of Duty Leave in Absence Management
		<p>Absence Processing</p> <p>Sub Processes:</p> <ul style="list-style-type: none"> Administer Absence Processing Load Absences to Payable Time 	<p>None identified</p>	<ul style="list-style-type: none"> Run the delivered Calculate Absence process to process approved absences and pending balance adjustments, calculate accruals, expired hours, and other entitlements, and update leave balances and accumulators Run the delivered Absence Conversion to Payroll Process to send leave transactions from Absence Management to Payable Time; leave earnings are then sent to Payroll along with the Time and Labor time via the delivered Time and Labor Load process

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
Payroll				
1.0.A.1.A	AOS – (Payroll) New Hire	Hire Workforce	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Remove use of PPAF and AP63; replace with direct data entry in PeopleSoft HCM 9.2 Incorporate use of PeopleSoft HCM 9.2 checklists, forms, and possibly workflow
1.0.B.1.A	AOS – Payroll Termination Process	<ul style="list-style-type: none"> Maintain Workforce, Process Final Checks eProfile: Terminate Employees 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Remove use of PPAF and AP63; AS47 file and replace with direct data entry in PeopleSoft HCM 9.2 Incorporate use of PeopleSoft HCM 9.2 checklists, forms, and possibly workflow
1.0.C.1.A	AOS – Payroll Transfer Process	<ul style="list-style-type: none"> Maintain Workforce eProfile: Transfer Employees 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Remove use of PPAF and AP63; replace with direct data entry in PeopleSoft 9.2 Incorporate use of PeopleSoft HCM 9.2 checklists, forms, and possibly workflow
1.0.D.1.A	AOS – Salary Changes	<ul style="list-style-type: none"> Maintain Workforce Salary Administration 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Remove use of PPAF and AP63; replace with direct data entry in PeopleSoft HCM 9.2 Evaluate use of workflow for approvals Ensure adequate funding info is collected and recorded early in the process so that cycles of additional information are not required. Pay for Performance: Use either a load file from SuccessFactors or direct entry into PeopleSoft 9.2 Compensation
2.0.A.1.A	AOS – Benefits Open Enrollment Process	<ul style="list-style-type: none"> Administer Open Enrollment eBenefits: Benefits Enrollment 	<p>Simplify intervening events and accurate effective dating</p> <p>Improve the process of manually prorating the calculations as a result of the January 1st effective date</p>	<ul style="list-style-type: none"> Configure new annual rates, deduction codes, in PeopleSoft 9.2 using effective dating; PeopleSoft 9.2 will address the prorations for January 1st Evaluate the use of a copy of production to run a "payfake" run to validate changes

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
2.0.B.1.A	AOS – Benefit Changes (Overrides)	<ul style="list-style-type: none"> Administer Event Maintenance eBenefits: Benefits Enrollment 	<ul style="list-style-type: none"> This paper-based process could be automated in the future DOE Override form can be eliminated altogether as changes will be input directly into PeopleSoft HCM 	Replace paper-based processes with PeopleSoft 9.2 eBenefits self-service
3.0.A.1.A	AOS – PeopleSoft Time Capture, Approval and Submission	<ul style="list-style-type: none"> Administer Time Reporting Administer Time Validation & Approval 	<ul style="list-style-type: none"> Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems Standardization Remove numerous customizations 	Replace file sent to GEAC with delivered PeopleSoft 9.2 integration of Time and Pay
3.0.A.2.A	AOS – Legislator Pay Processing	Manage Paysheets	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Replace the grid upload to GEAC with a PeopleSoft 9.2 solution such as Rapid Timesheet or a Paysheet Upload Remove use of AS47 form; replace with direct data entry in PeopleSoft 9.2
3.0.A.3.A	AOS – Senior Judges	<ul style="list-style-type: none"> Administer Time Reporting Administer Time Validation & Approval 	<ul style="list-style-type: none"> Eliminate manual calculations Eliminate multiple spreadsheets Reduce the amount of data entry 	<ul style="list-style-type: none"> Replace spreadsheet and send/load to GEAC with delivered PeopleSoft 9.2 integration of Time and Pay Consider timesheet self-service instead of Senior Judge Claim Form
3.0.A.4.A	AOS – Statutory Payments	<ul style="list-style-type: none"> Maintain Workforce Administer Salary Plans Mass Salary Increase 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Consider processing the increases via PeopleSoft 9.2 Compensation Management (instead of the new rate spreadsheets). Replace new rates entry into GEAC with delivered PeopleSoft 9.2 integration of Compensation and Pay

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
3.0.B.1.A	AOS – Leave Accrual, Use, Pay & Payout	<ul style="list-style-type: none"> Define Absence Tracking and Assign Schedules Manage Absences Record Absences, Vacations, Accruals & Entitlements Calculate and Confirm On-cycle payroll Process Final Checks 	<ul style="list-style-type: none"> Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems Ability to operate more than one leave accrual system (based on agency or classification, for example) Ability to add/delete/change accrual system(s) Ability to track leaves other than accrued S, V, and PR leaves in the payroll system Eliminate having to track and maintain the accrual dates in multiple systems 	<ul style="list-style-type: none"> Manage leaves through Absence Management and payment of leave usage in Payroll Configure rules to automate updates to leave accrual date, where possible to minimize manual updates and calculations
3.0.B.2.A	AOS – Leaves: Paid & Un-Paid (excluding Disability)	<ul style="list-style-type: none"> Administer Time Reporting Manage Absences 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Define leave plans to accrue and track leave usage in Absence Management Report paid and unpaid leave in Time and Labor
3.0.B.3.A	AOS – STD/LTD Begin Leave	Maintain Workforce	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	Consider use of workflow to reduce paper forms and manual approvals across departments
3.0.B.4.A	AOS – STD/LTD End Leave	Maintain Workforce	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	Consider use of workflow to reduce paper forms and manual approvals across departments
3.0.B.5.A	AOS – Retiree Leave Conversion	Process Final Checks	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	Payment would be processed in PeopleSoft Payroll

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
3.0.C.1.A	AOS – Reallocate Labor Expense	<ul style="list-style-type: none"> • Administer Post-Confirm Process • Administer Financials Interface 	Once AOS Payroll replaces GEAC with the migration to PeopleSoft Payroll 9.2, template data will be incorporated into PeopleSoft HCM accordingly. This will provide an integrated time and labor distribution process that will flow from HCM to Payroll to Finance GL; thus eliminating/reducing the manual processing and disparate solutions used by specialty agencies today to generate GL adjusting entries to post to the ledger in support of cost allocation reporting and grant reimbursement processes. This should also ensure consistency across the enterprise in the handling of allocation of labor-related expenses.	Accenture agrees with the use of delivered labor distribution processing
4.0.A.1.A	AOS – Load incoming files (pay files, vendor files, benefit ded., earnings file (NG))	Maintain Employee Payroll Data	Streamline business process and eliminate tasks required for the generating custom pay interface files for payroll processing	<ul style="list-style-type: none"> • Eliminate custom inbound pay files from HCM Time and Labor to GEAC • Standardize earnings and deduction files based on pay or vendor type, i.e., one file format for all one-time or recurring payments, one file format for all insurance deductions
4.0.B.2.A	AOS – Unique Pay Groups	<ul style="list-style-type: none"> • Hire Workforce • Maintain Workforce • Administer Time Reporting • Administer Time Validation & Approval • Calculate & Confirm On-Cycle Payrolls 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	Ability to eliminate paper forms, duplicative entry, and interfaces, with the consolidated HR, Time and Labor, and Payroll system

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
4.0.C.3.A	AOS – Process Payroll (biweekly, off cycle, regular, irregular)	<ul style="list-style-type: none"> • Calculate On-line Checks • Calculate & Confirm On-Cycle Payrolls • Administer Post-Confirm Process 	Electronic validation of ACH between the Bank and the State’s integrated solution	State may be able to reduce the number of payrolls processed, as an off-cycle payroll is not required to capture manual/off cycle checks.
4.0.D.4.A	AOS – Process Retiree Payments (monthly, former Governors/Widows, State Police)	<ul style="list-style-type: none"> • Calculate & Confirm On-Cycle Payrolls • Calculate & Confirm Off-Cycle Payrolls 	None identified	None identified
4.0.E.1.A	AOS – PAYROLL ADJUSTMENTS: Fringe Benefits (ex. Vehicles)	<ul style="list-style-type: none"> • Maintain Employee Data • Calculate & Confirm Off-Cycle Payrolls 	This paper-based process could be automated in the future. The form could be recorded electronically with mileage calculated from odometer readings, which could also feed service records and preventive maintenance on State owned/leased vehicles.	We often build a standard earning load to Additional Pay to process fringe payments
4.0.E.2.A	AOS – PAYROLL ADJUSTMENTS: Earnings Adjustments	<ul style="list-style-type: none"> • Administer Salary Plans • Mass Change 	Eliminate spreadsheet copying and duplicate data entry, streamline business process, and eliminate tasks required for the support of direct salary adjustment capture	Use of delivered Mass Salary Increase processes in HCM would eliminate the need for duplicative and manual processing
4.0.E.3.A	AOS – PAYROLL ADJUSTMENTS: Reversals – Paper Checks	Off-Cycle Processing – Reversals	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of redundant wage adjustment processing	Delivered PeopleSoft payroll which may be run iteratively before confirming, may eliminate the need to run payfake process
4.0.E.4.A	AOS – PAYROLL ADJUSTMENTS: Reversals - Direct Deposit	Off-Cycle Processing – Reversals	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of redundant wage adjustment processing	Consider streamlining process. Bank is notified of reversal in next on-cycle payroll processing run through positive pay file and ACH file.

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
4.0.E.6.A	AOS – PAYROLL ADJUSTMENTS: AS47 (Deductions NOT setup in HCM)	Maintain Employee Payroll Data	Eliminate duplicate date entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> This should no longer apply as all deductions will be setup in HCM Deductions may be entered manually or loaded through a custom standard deduction load program that we commonly use for vendor deductions
4.0.E.7.A	AOS – PAYROLL ADJUSTMENTS: Direct Deposit	<ul style="list-style-type: none"> Maintain Employee Payroll Data ePay: Manage pay information for Payroll for North America 	Eliminate duplicate date entry, streamline business process, and eliminate tasks required for the support of disparate systems	Use of Employee Self Service to enroll/ update Direct Deposit
4.0.E.8.A	AOS – PAYROLL ADJUSTMENTS: Garnishment Processing	Manage Employee Garnishments	None identified	Configurable rules to maintain consistency
4.0.E.9.A	AOS – PAYROLL ADJUSTMENTS: IRS Lock Ins	Maintain Employee Payroll Data	Eliminate duplicate date entry, streamline business process, and eliminate tasks required for the support of redundant federal filing status entries.	None identified
4.0.F.1.A	AOS – Mass Changes (includes Pay for Performance)	<ul style="list-style-type: none"> Administer Salary Plans Mass Salary Increase 	Eliminate duplicate date entry, streamline business process, and eliminate tasks required for the support of redundant federal filing status entries	These changes would now be made in HCM and may be accomplished through the PeopleSoft Mass Change Process
4.0.G.1.A	AOS – Payfake Processing	Calculate & Confirm On-Cycle Payrolls	None identified	This process may be replaced by the iterative Payroll Calculation process
4.0.H.1.A	AOS – POST PAYROLL PROCESSING: 3rd Party Payments (taxes, vendors, courts)	Administer Post-Confirm Process	Eliminate duplicate date entry, streamline business process, and eliminate tasks required for the support of disparate systems	Use of delivered Payroll to Financials GL, AP files to capture actuals and vendor disbursements

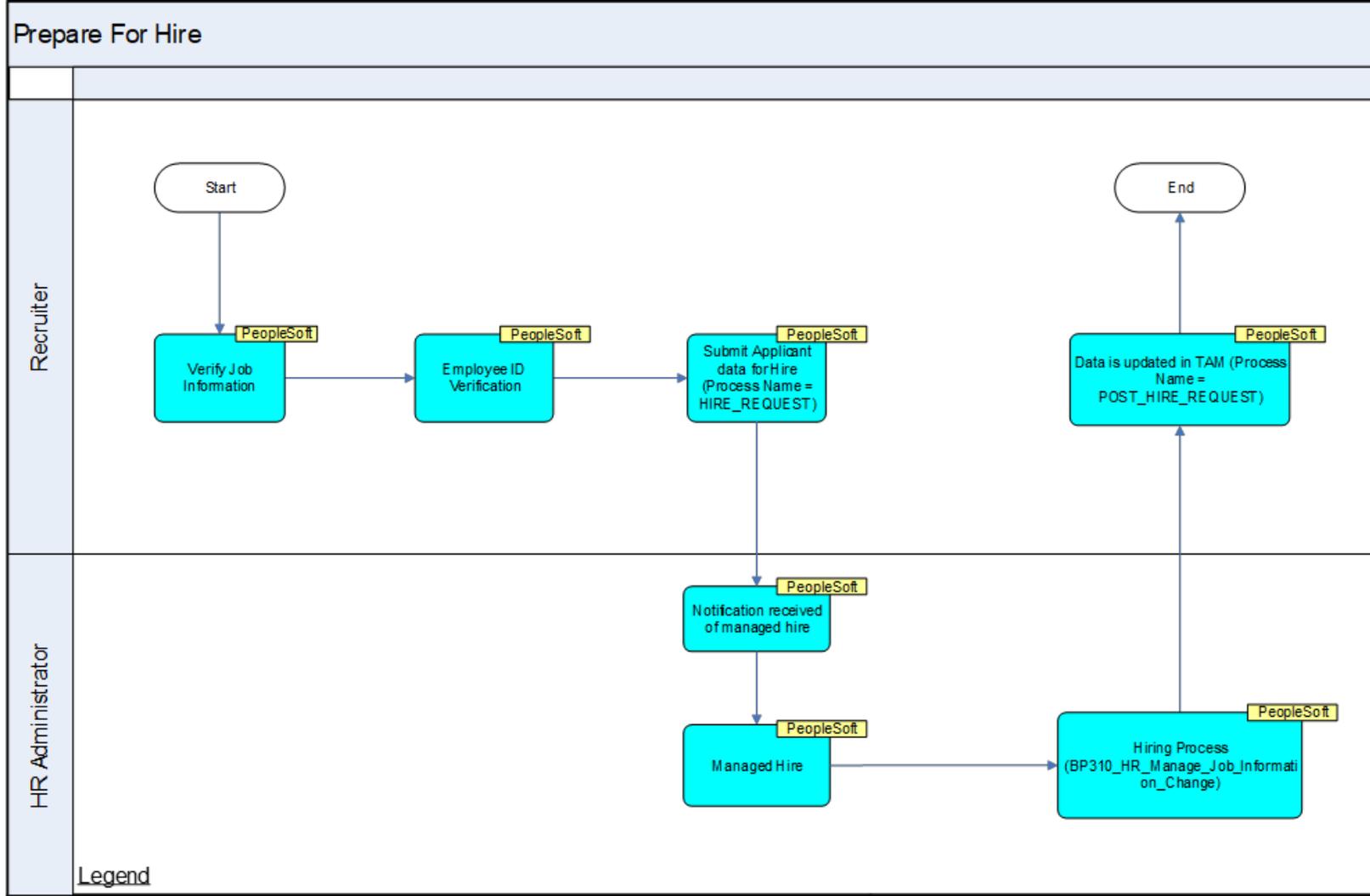
Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
4.0.H.2.A	AOS – POST PAYROLL PROCESSING: Post Payroll Results to GL	Administer Financials Interface	None identified	This process will be replaced by the PeopleSoft integration from Payroll to GL
4.0.I.1.A	AOS – MISCELLANEOUS: Bank changes (PNC)	Maintain Employee Payroll Data	If there was an automated means by which to upload the new banking information	Need to discuss the process for validation; an automated program could load the data, but PeopleSoft would require a pre-note
4.0.I.2.A	AOS – MISCELLANEOUS: Interrogatories / Subpoenas	N/A	None identified	None identified
4.0.I.3.A	AOS – MISCELLANEOUS: Employment Verifications	Maintain Workforce	Electronic file submission vs. manual file upload	State may explore PeopleSoft integration with third party for employment verifications
4.0.I.4.A	AOS – MISCELLANEOUS: Ad hoc inquiries / reports / public records requests	General Reporting	Electronic file submission vs. manual file upload	<ul style="list-style-type: none"> State may explore PeopleSoft integration with third party for employment verifications Consider owner of this activity once HR/Payroll is captured within single application
4.0.J.1.A	AOS – TABLE MAINTENANCE: DOEs (including if new vendor)	Define Payroll Data	None identified	Consider use of electronic forms if this is common
4.0.J.2.A	AOS – TABLE MAINTENANCE: New Agency	Setup HR Data	Implementation of an integrated HR, Time and Labor, and Payroll system will allow data to flow systematically thus eliminating data entry error or duplication of efforts	None identified

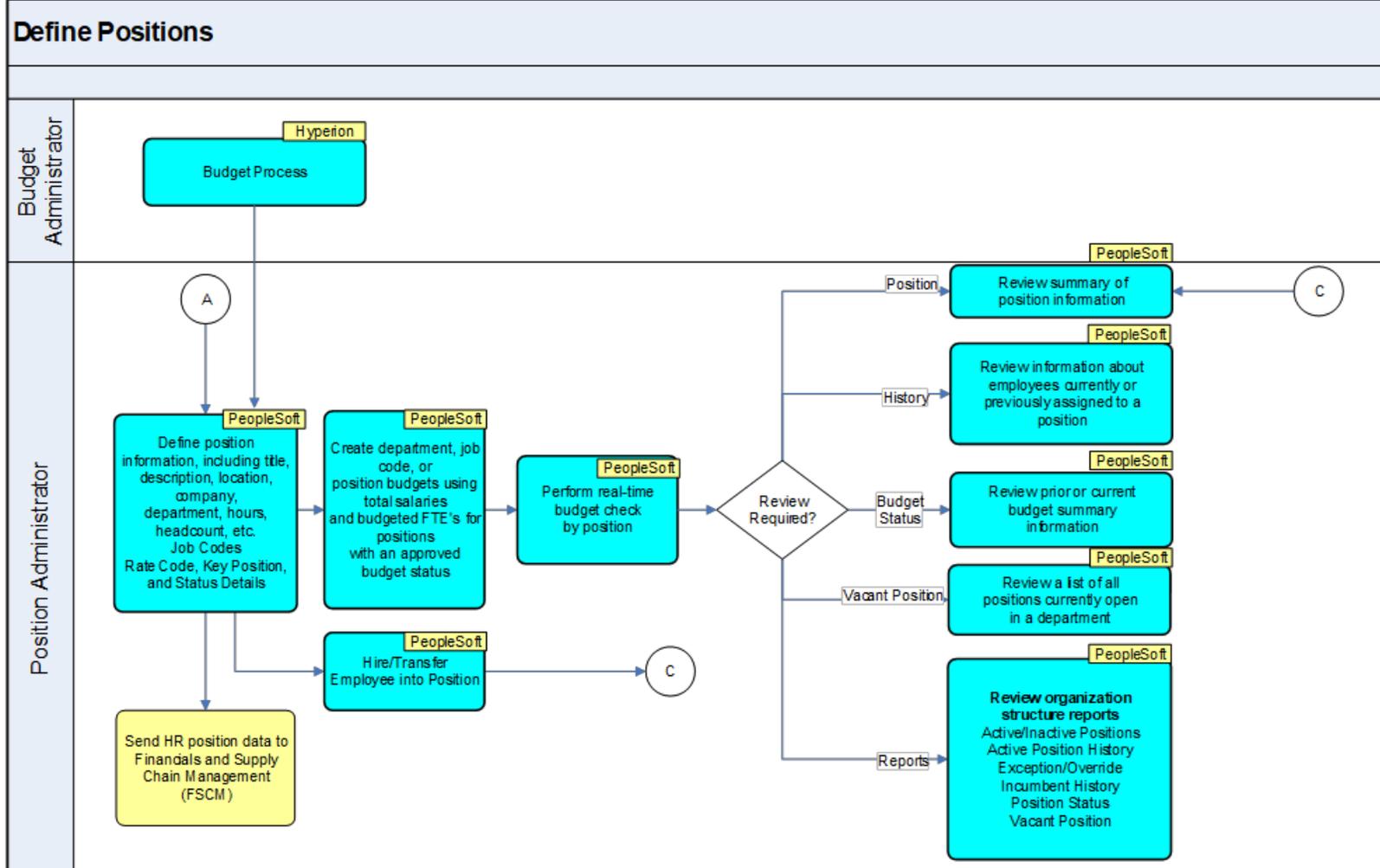
Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
4.0.J.3.A	AOS – TABLE MAINTENANCE: System updates	N/A	No known improvement opportunities for this process, as GEAC will be replaced and a new process for system updates will replace this one	Recommend developing an Oracle PUM upgrade strategy and application testing approach
4.0.K.1.A	AOS – COMPLIANCE REPORTING: Tax Reporting	<ul style="list-style-type: none"> • Manage Annual Payroll Reporting • Manage Quarterly Payroll Reporting • ePay: Update year-end adjustment data 	<ul style="list-style-type: none"> • Generate forms from data stored in integrated system • Implement system to system integration where possible and where it's not possible, develop the output in the format of the receiving system file specs 	Leverage PeopleSoft delivered annual and quarterly reporting tools
4.0.K.2.A	AOS – COMPLIANCE REPORTING: Year End Processing, Adjustments	<ul style="list-style-type: none"> • Manage Annual Payroll Reporting • Manage Adjustment Processing • Calculate & Confirm Off-Cycle Payrolls 	None identified	<ul style="list-style-type: none"> • Leverage PeopleSoft delivered annual and quarterly reporting tools • Use PeopleSoft payroll to process adjustments at the end of the year
5.0.A.1.A	AOS – Employer Reporting Maintenance (ERM)	Post Confirm Processing	If the ERM file could be submitted electronically via AOS IT providing the file via SFTP for processing instead of AOS being required to manually upload the file for processing	Work with the State to evaluate file transfer options
5.0.E.5.A	AOS – PAYROLL ADJUSTMENTS: Leave Conversions (Deferred Comp)	Manage Adjustment Processing	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	Consider online form to capture leave conversion request

Figure F8-1. Business process improvement opportunities.

[As requested, we provide the following Human Resources Business Process Flows presented during the Onsite Demonstrations on the following pages:](#)

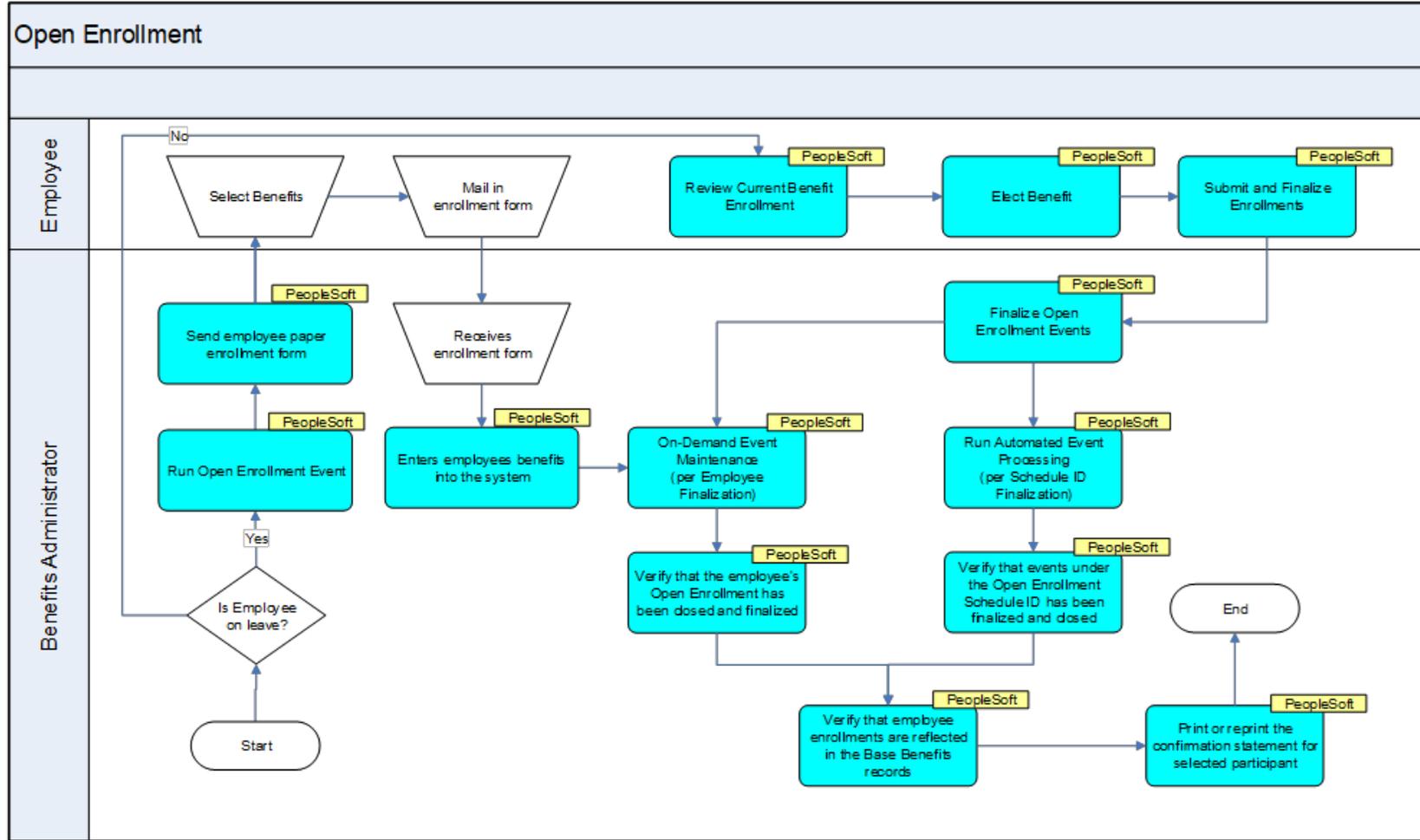
- [Prepare for Hire](#)
- [Define Positions](#)

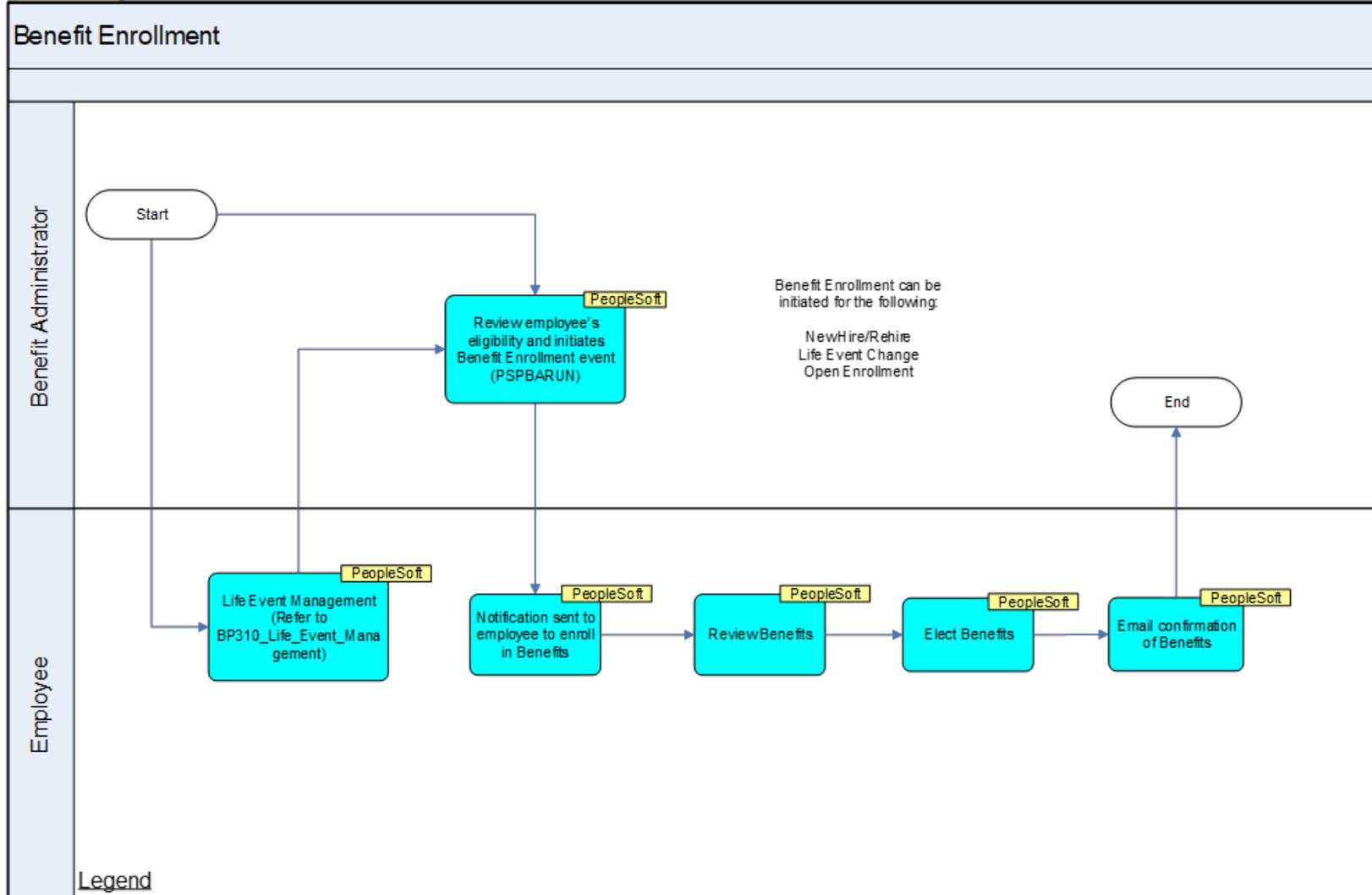


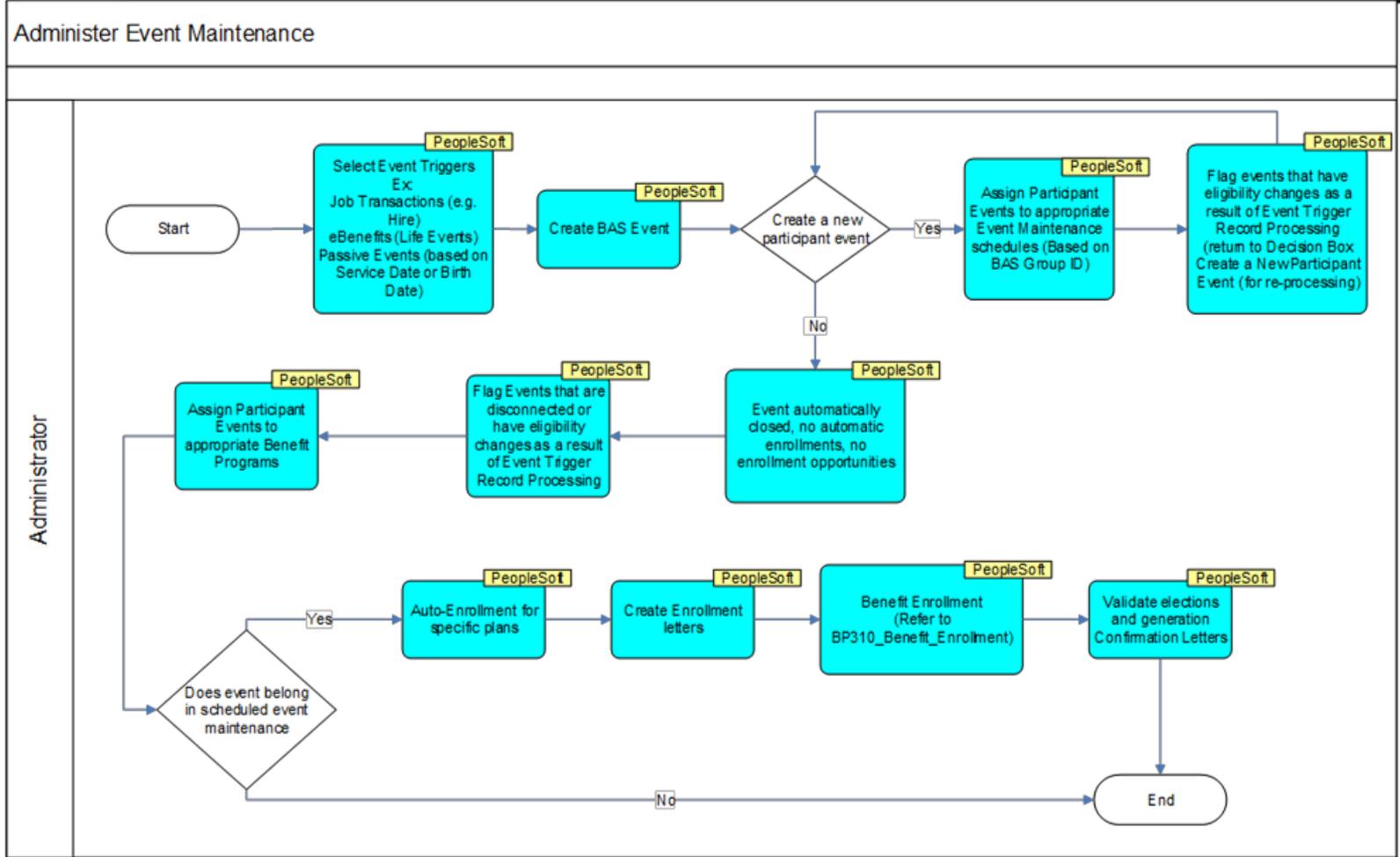


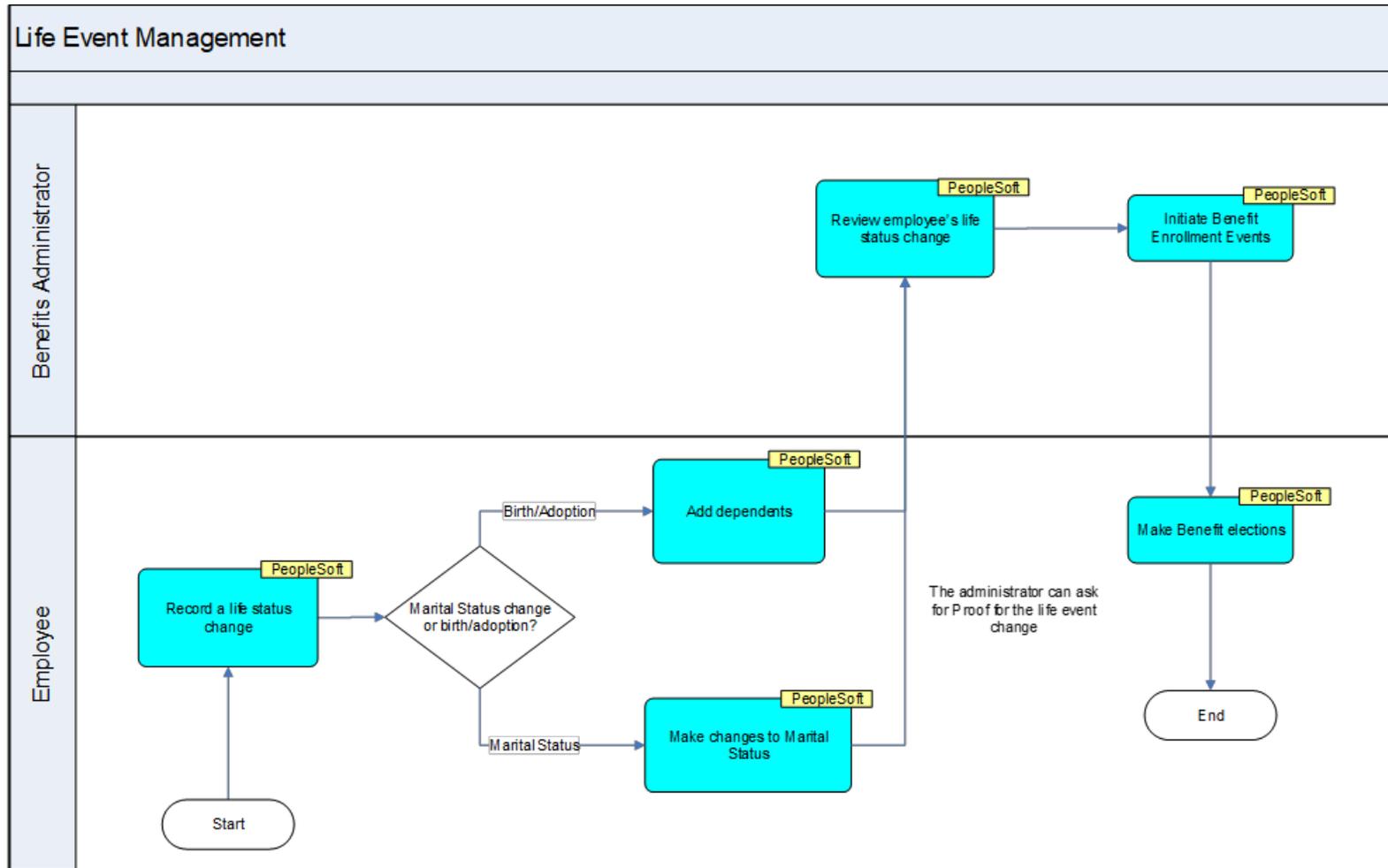
[As requested, we provide the following Benefits Administration Business Process Flows presented during the Onsite Demonstrations on the following pages:](#)

- [Open Enrollment](#)
- [Benefit Enrollment](#)
- [Administer Event Maintenance](#)
- [Life Event Management](#)



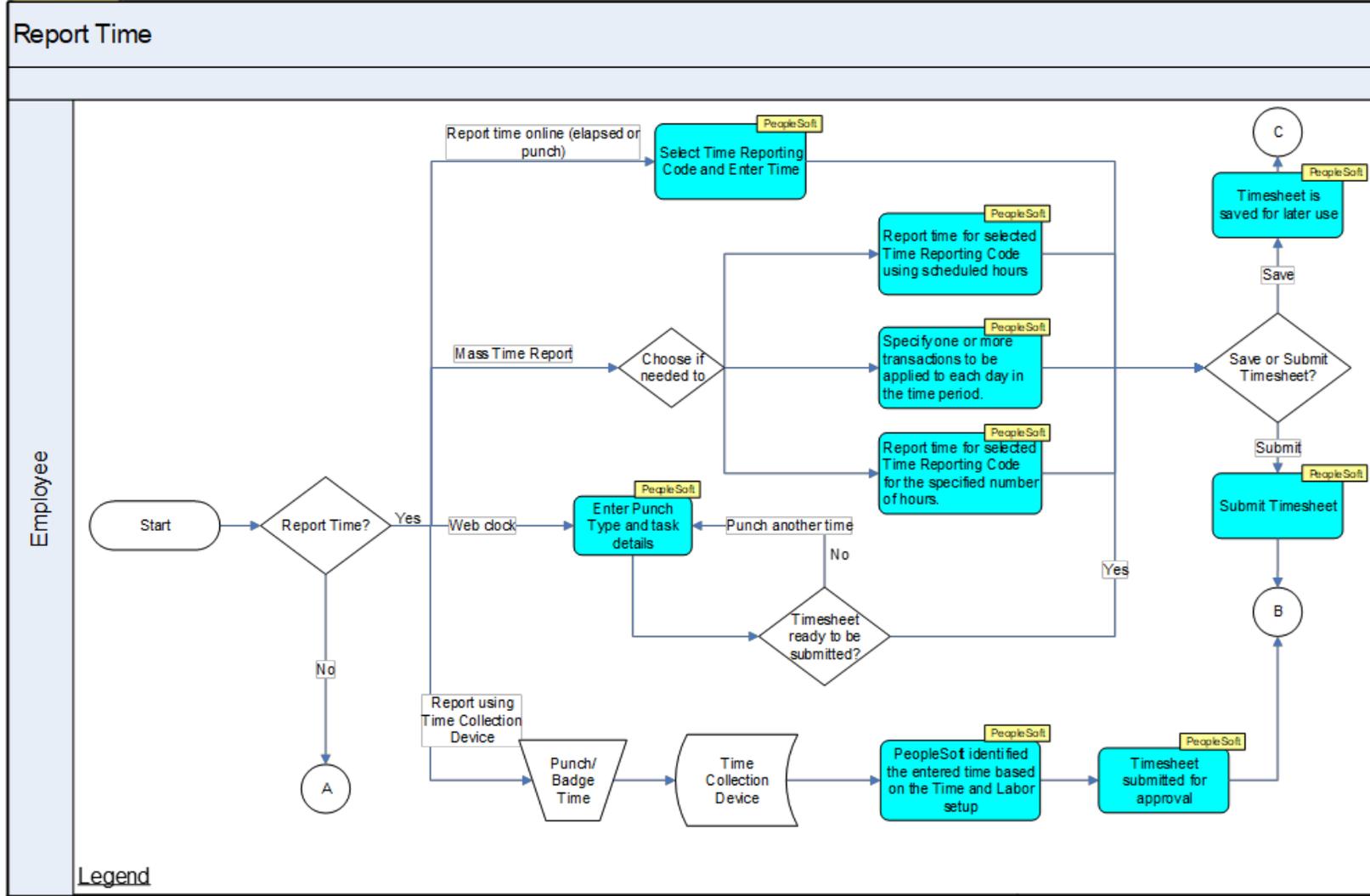


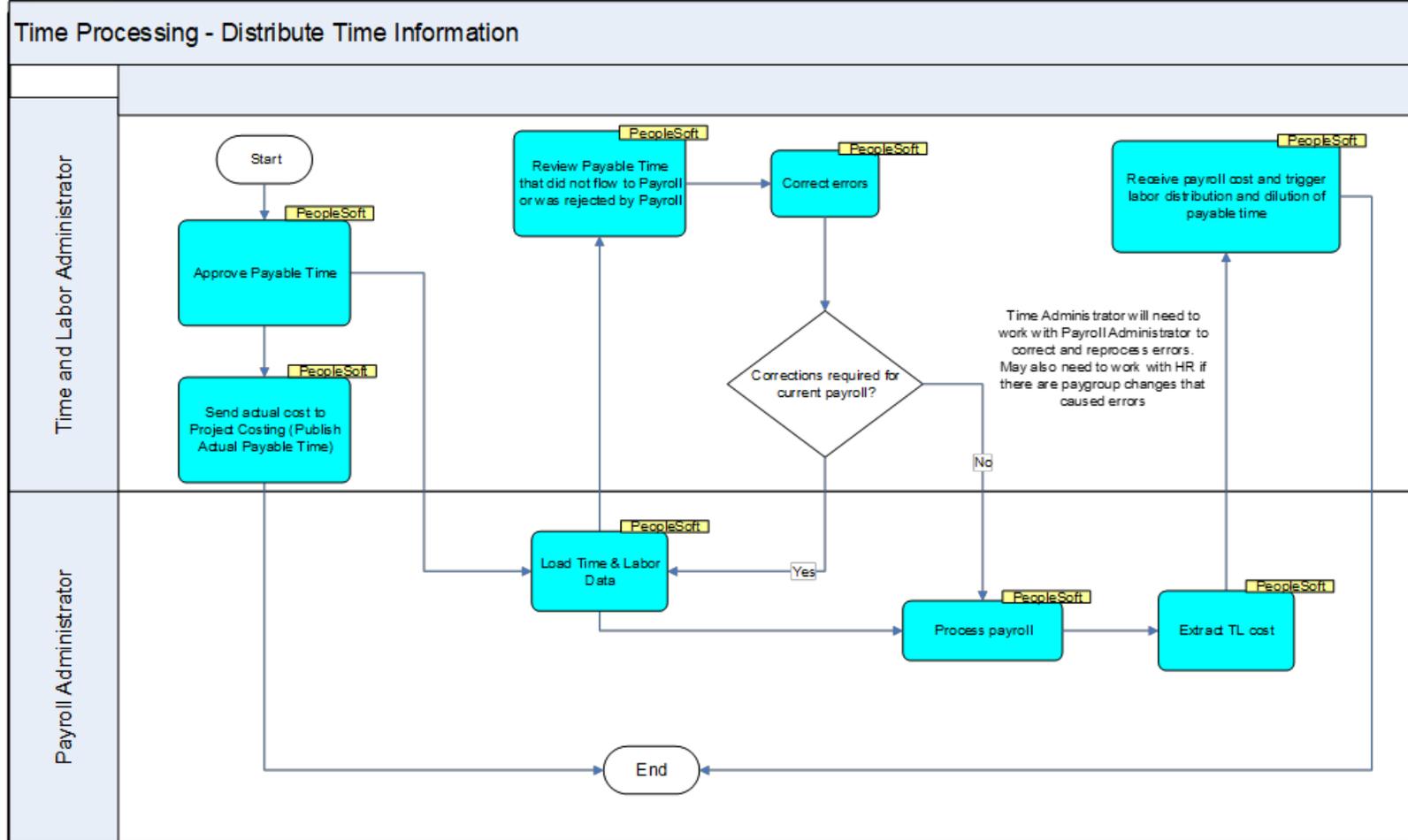


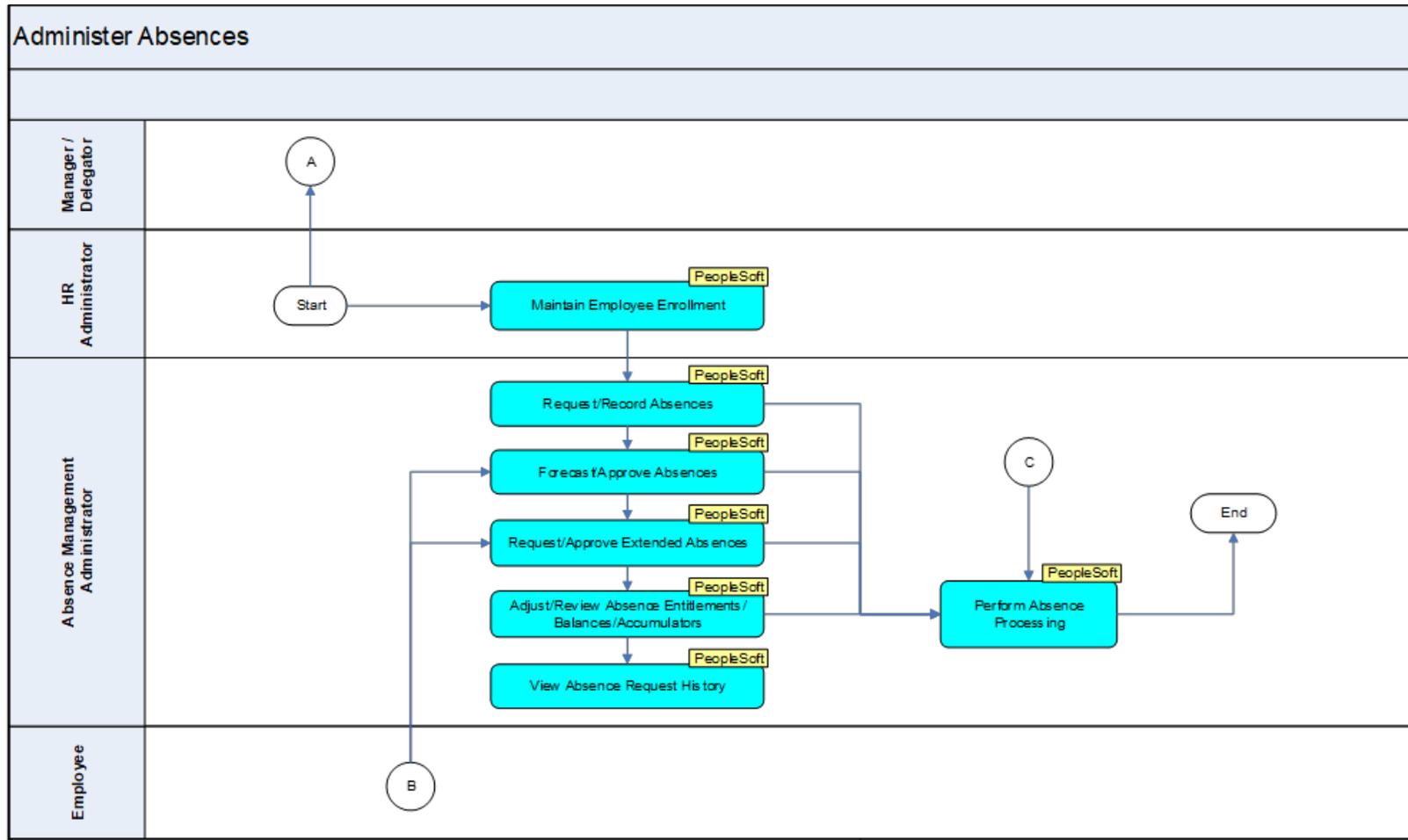


[As requested, we provide the following Time and Labor Business Process Flows presented during the Onsite Demonstrations on the following pages:](#)

- [Report Time](#)
- [Time Processing - Distribute Time Information](#)
- [Administer Absences](#)

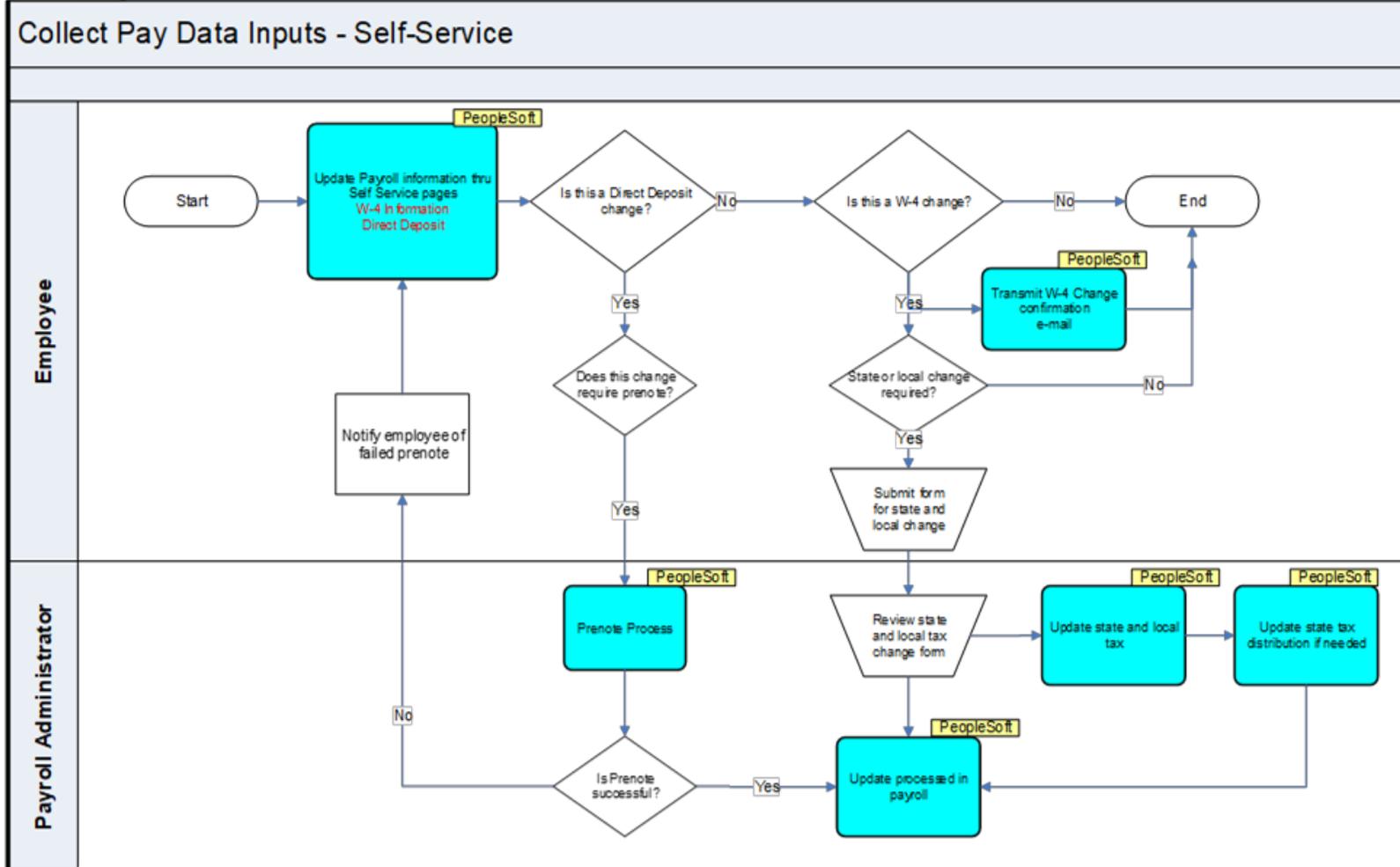


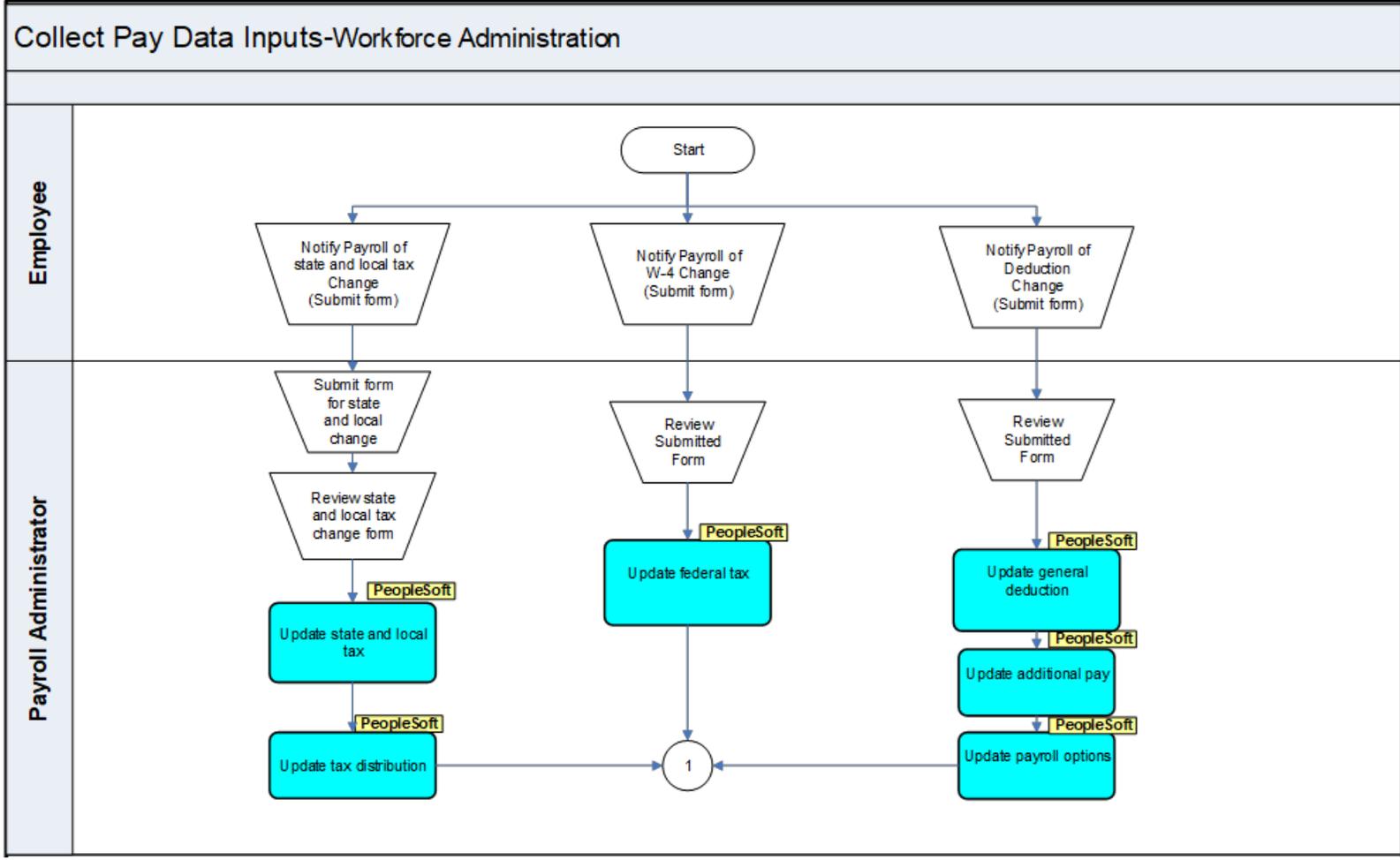


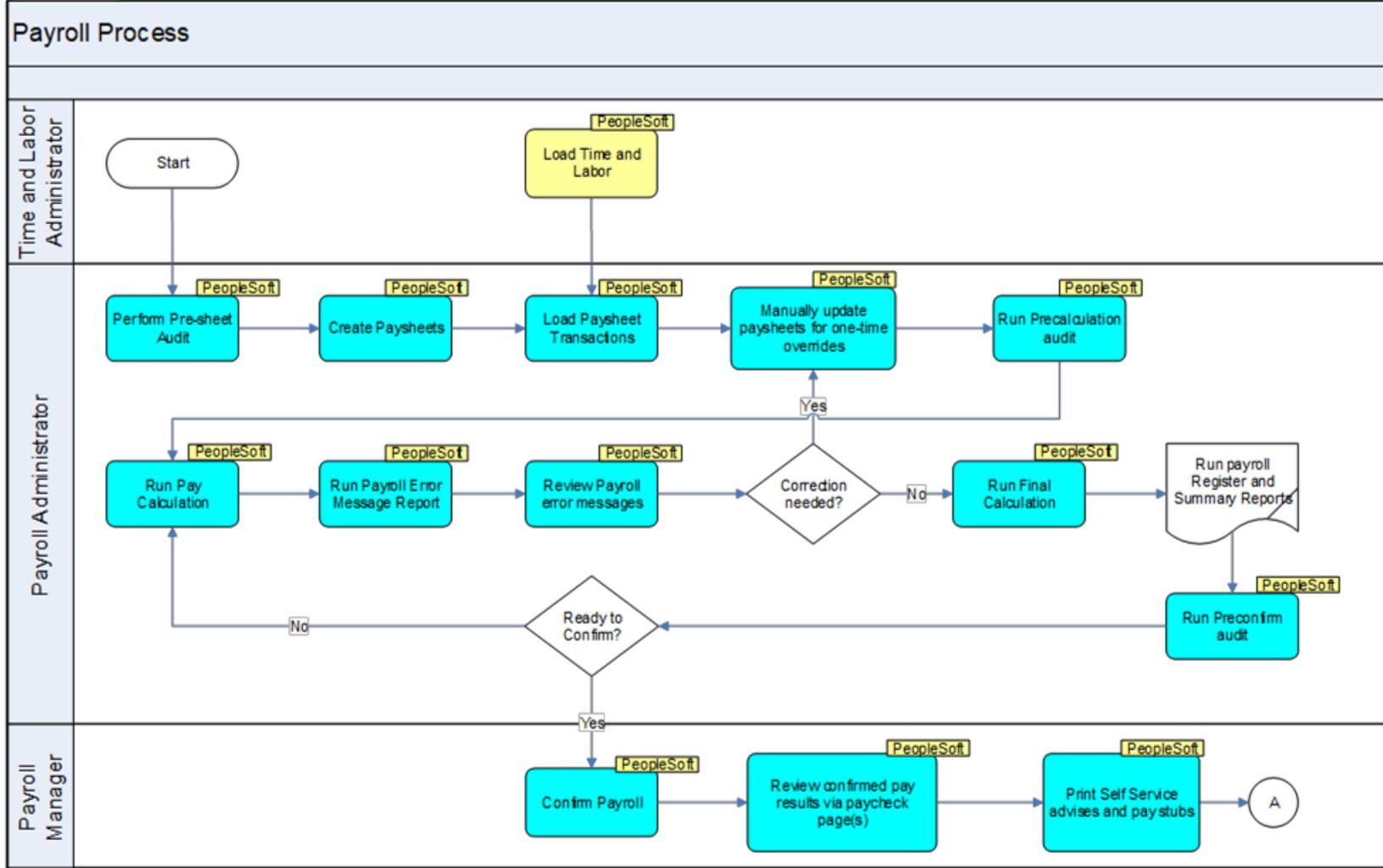


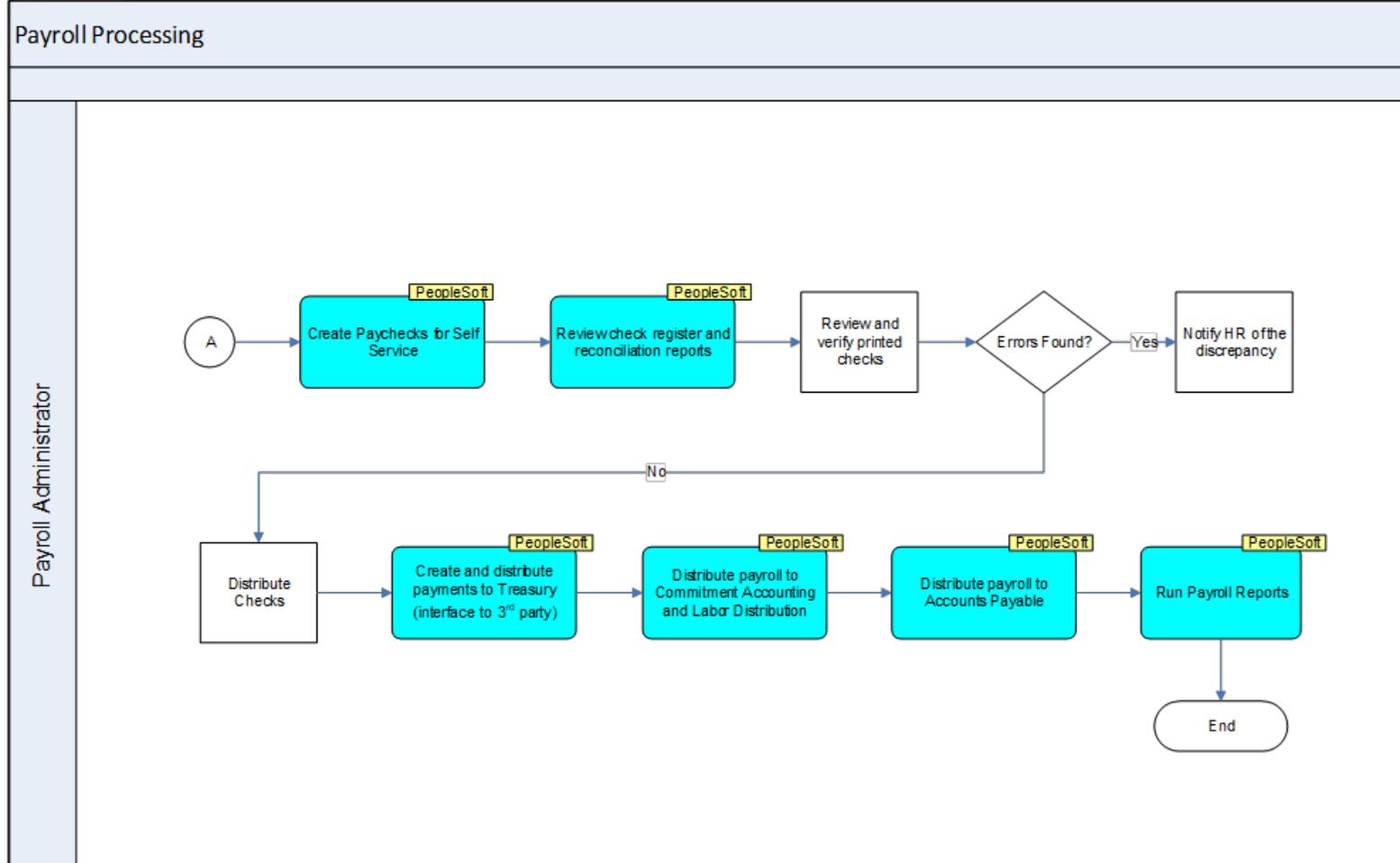
[As requested, we provide the following Payroll Business Process Flows presented during the Onsite Demonstrations on the following pages:](#)

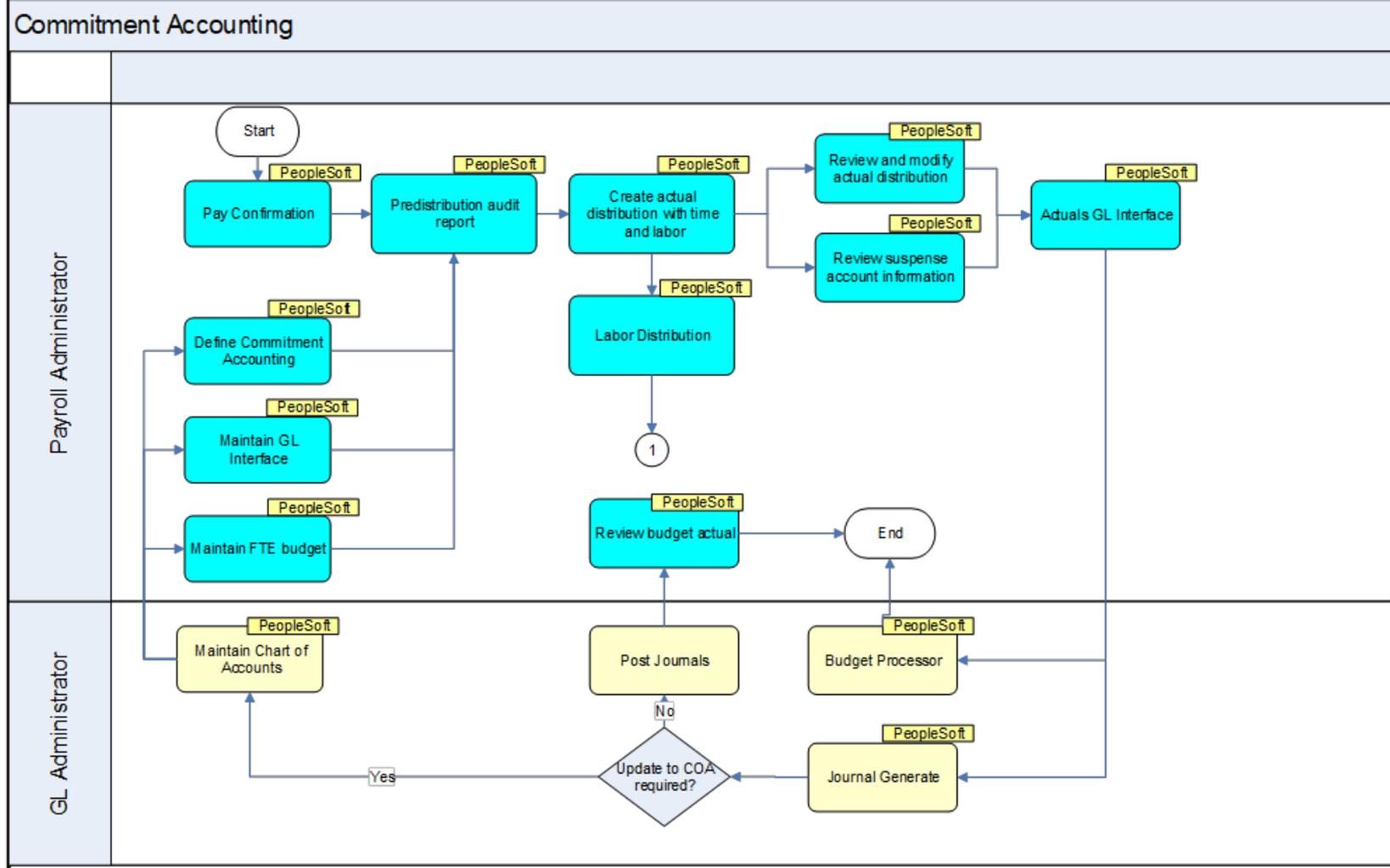
- [Collect Pay Data Inputs - Self-Service](#)
- [Collect Pay Data Inputs - Workforce Administration](#)
- [Payroll Process](#)
- [Payroll Processing](#)
- [Commitment Accounting](#)
- [Commitment Accounting for Labor Distribution](#)
- [Perform Distribution for AP Reports](#)
- [Payroll Processing - Perform Reconcile and Distribution for Bank Record](#)

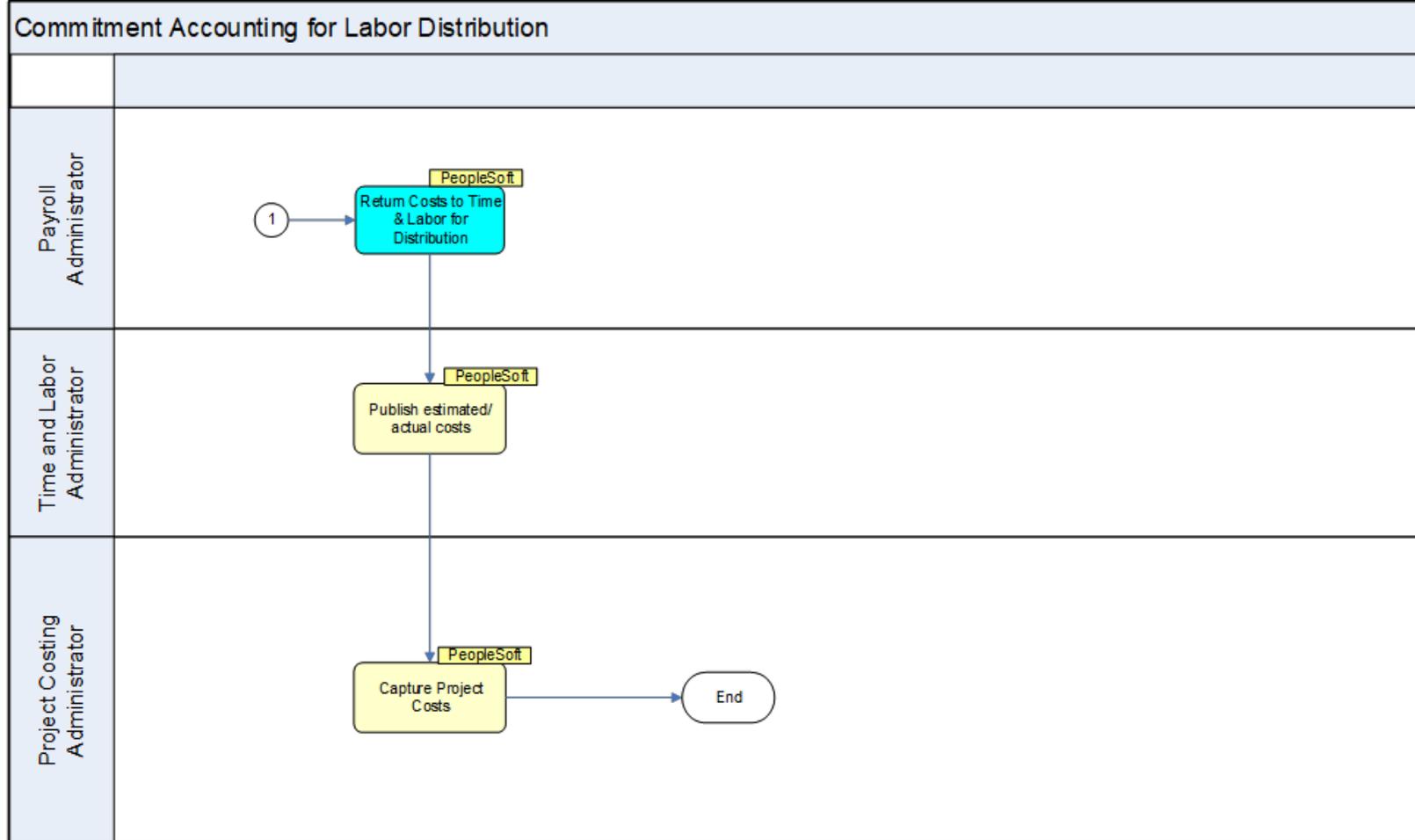


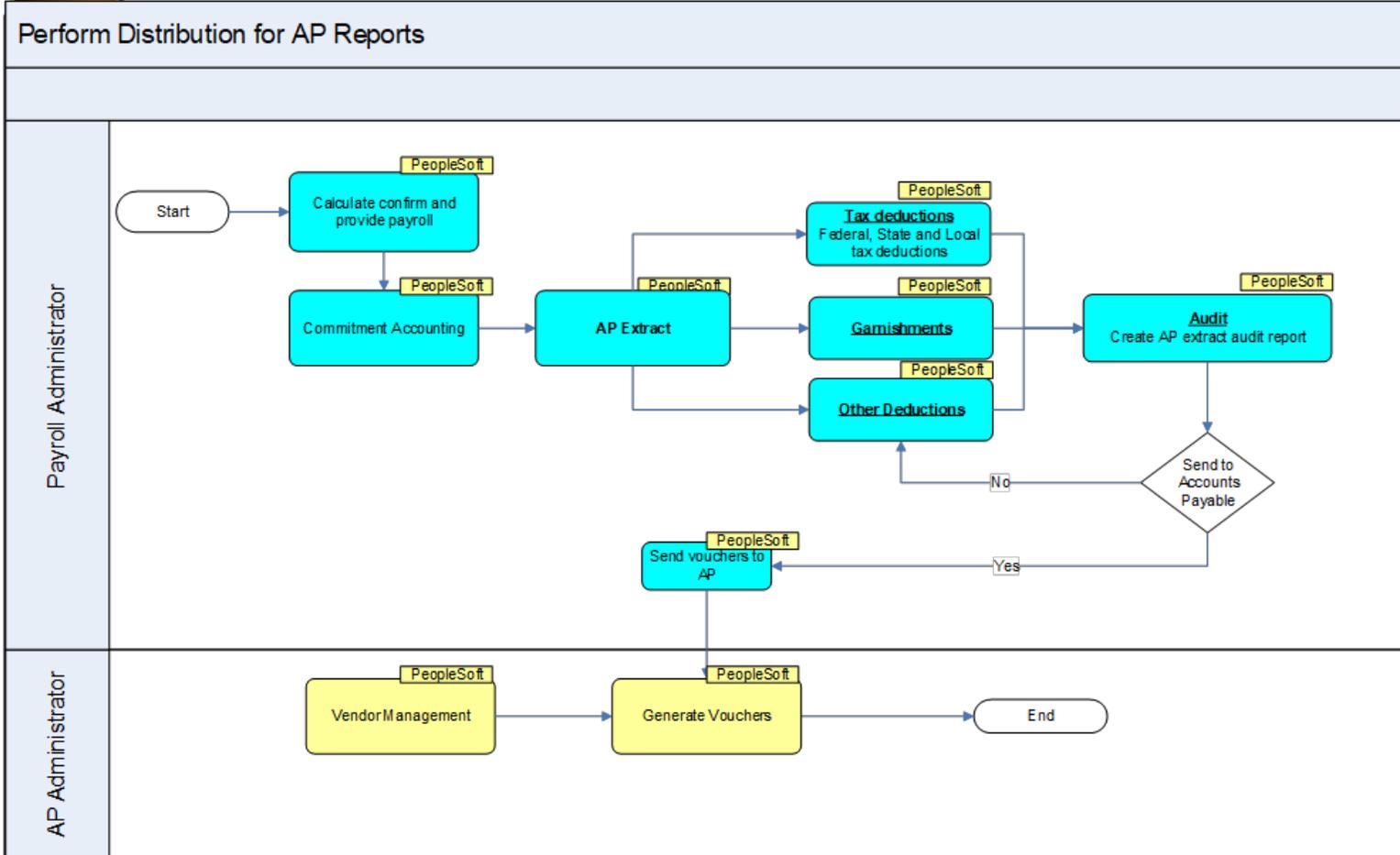


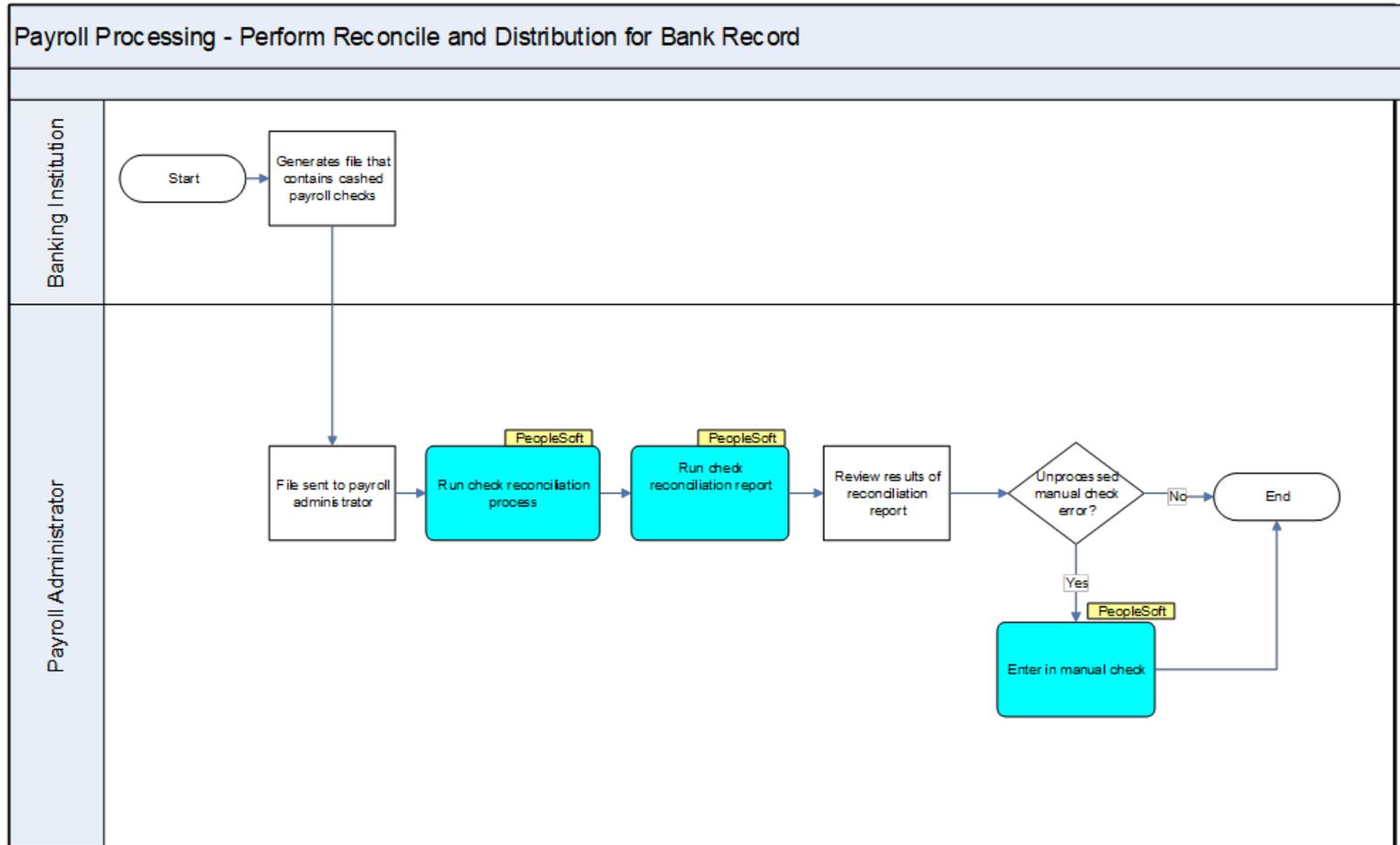












Data Safeguards for Client Data

These data safeguards (“Data Safeguards”) set forth the technical and organizational measures that Client and Accenture will follow with respect to maintaining the security of Client Data in connection with the Agreement in place between the Parties. In the event of a conflict between these Data Safeguards and any terms and conditions set forth in the Agreement, the terms and conditions of these Data Safeguards shall prevail.

To the extent the Client Data includes Personal Data, and taking into account the ongoing state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, the implementation of and compliance with these Data Safeguards and any additional security measures set out in the applicable SOW/description of Services are designed to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data.

I. Controlling Standards

- 1. Accenture Standards.** Accenture will maintain globally applicable policies, standards, and procedures intended to protect data within Accenture’s environments, and, except as otherwise set forth herein, will comply with such policies in connection with the provision of the Services. Such policies will govern and control within Accenture’s environments.

Examples of such policies include:

- System Security
- Security of Information and Acceptable Use of Systems
- Confidentiality
- Data Privacy
- Data Management

Client and its Affiliates will abide by Accenture’s policies and standards when accessing or operating within the Accenture’s environment, provided that those policies and standards have been provided or made available in writing.

- 2. Client Standards.** Client and its Affiliates will maintain globally applicable policies, standards, and procedures intended to protect data within Client’s and its Affiliates’ environments, and, except as otherwise set forth herein, will comply with such policies in connection with the receipt and use of the Services. Such policies will govern and control within Client’s and its Affiliates’ environments.

Examples of such policies include:

- System Security
- Security of Information and Acceptable Use of Systems
- Confidentiality
- Data Privacy
- Data Management

Accenture will abide by Client’s and its Affiliates’ policies and standards when accessing or operating within Client’s or its Affiliates’ environments, provided that those policies and standards have been provided or made available in writing.

II. Technical and Organizational Measures. Without limiting the generality of the foregoing, the Parties have implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Client Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction, as follows:

1. Organization of Information Security

- a) **Security Ownership.** Each Party will appoint one or more security officers responsible for coordinating and monitoring the security rules and procedures.
- b) **Security Roles and Responsibilities.** Each Party's personnel with access to Client Data will be subject to confidentiality obligations.
- c) **Risk Management Program.** Each Party will have a risk management program in place to identify, assess and take appropriate actions with respect to risks related to the processing of the Client Data in connection with the applicable Agreement in place between the Parties.

2. Asset Management

- a) **Asset Inventory.** Each Party will maintain an inventory of all media on which Client Data is stored. Access to the inventories of such media will be restricted to the Parties' personnel authorized in writing to have such access.
- b) **Data Handling.**
 - i. Each Party will classify Client Data to help identify such data and to allow for access to it to be appropriately restricted (e.g., through encryption).
 - ii. Each Party will limit printing of Client Data to what is minimally necessary to perform services and have procedures for disposing of printed materials that contain Client Data.
 - iii. Each Party will require its personnel to obtain appropriate authorization prior to storing Client Data on portable devices, remotely accessing Client Data, or processing Client Data outside the Parties' facilities.

3. Human Resources Security

- a) **Security Training.**
 - i. Each Party will inform its personnel about relevant security procedures and their respective roles. Each Party also will inform its personnel of possible consequences of breaching the security rules and procedures.
 - ii. Each Party will only use anonymous data in training.

4. Physical and Environmental Security

- a) **Physical Access to Facilities.** Each Party will only allow authorized individuals to access facilities where information systems that process Client Data are located.
- b) **Physical Access to Components.** Each Party will maintain records of the incoming and outgoing media containing Client Data, including the kind of media, the authorized sender/recipients, date and time, the number of media, and the types of Client Data they contain.
- c) **Protection from Disruptions.** Each Party will use a variety of industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) systems to protect against loss of data due to power supply failure or line interference.

- d) **Component Disposal.** Each Party will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) processes to delete Client Data when it is no longer needed.

5. Communications and Operations Management

- a) **Operational Policy.** Each Party will maintain security documents describing their security measures and the relevant procedures and responsibilities of their personnel who have access to Client Data.
- b) **Mobile Device Management (MDM).** Each Party will maintain a mobile device policy that:
 - i. Enforces device encryption;
 - ii. Protects and limits use of Client Data accessed or used on a mobile device; and
 - iii. Prohibits enrollment of mobile devices that have been “jail broken.”
- c) **Environments.** To the extent technically possible, the Parties will work together to limit the ability of Accenture personnel to access non-Client and non-Accenture environments from the Client systems.
- d) **Data Recovery Procedures**
 - i. Each Party will have specific data recovery procedures in place designed to enable the recovery of Client Data being maintained in its systems.
 - ii. Each Party will review its data recovery procedures at least annually.
 - iii. Each Party will log data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process.
- e) **Malicious Software.** Each Party will have anti-malware controls to help avoid malicious software gaining unauthorized access to Client Data, including malicious software originating from public networks.
- f) **Data Beyond Boundaries.**
 - i. Each Party will encrypt Client Data that is transmitted over public networks.
 - ii. Each Party will implement Multi-Factor Authentication for remote access over virtual private network (VPN).
 - iii. Each Party will protect Client Data in media leaving their facilities (e.g., through encryption).
- g) **Event Logging.**
 - i. Each Party will log the use of their respective data-processing systems.
 - ii. Each Party will log access and use of information systems containing Client Data, including at a minimum registering the access ID, time, and authorization granted or denied.

6. Access Control

- a) **Access Policy.** Each Party will maintain a record of security privileges of individuals having access to Client Data.

b) Access Authorization.

- i. Each Party will maintain and update a record of personnel authorized to access Client Data via that Party's systems.
- ii. When responsible for access provisioning, each Party will promptly provision authentication credentials.
- iii. Each Party will deactivate authentication credentials where such credentials have not been used for a period of time (such period of non-use not to exceed six months).
- iv. Each Party will deactivate authentication credentials upon notification that access is no longer needed (e.g. employee termination, project reassignment, etc.) within two business days.
- v. Each Party will identify those personnel who may grant, alter or cancel authorized access to data and resources.
- vi. Each Party will ensure that where more than one individual has access to systems containing Client Data, the individuals have unique identifiers/log-ins.

c) Least Privilege.

- i. Technical support personnel will only be permitted to have access to Client Data when needed.
- ii. Each Party will restrict access to Client Data to only those individuals who require such access to perform their job function.
- iii. Each Party will limit access to Client Data to only that data minimally necessary to perform the services.

d) Integrity and Confidentiality. Each Party will instruct its personnel to disable administrative sessions when leaving premises or when computers are otherwise left unattended.

e) Authentication.

- i. Each Party will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) practices to identify and authenticate users who attempt to access information systems.
- ii. Where authentication mechanisms are based on passwords, each Party will require that the passwords are renewed regularly.
- iii. Where authentication mechanisms are based on passwords, each Party will require the password to be at least eight characters long.
- iv. Each Party will ensure that de-activated or expired identifiers are not granted to other individuals.
- v. Each Party will monitor repeated attempts to gain access to information systems using an invalid password.
- vi. Each Party will maintain industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) procedures to deactivate passwords that have been corrupted or inadvertently disclosed.
- vii. Each Party will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) password protection practices, including practices

designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, as well as during storage.

- f) **Network Design.** Each Party will have controls to avoid individuals gaining unauthorized access to Client Data.

7. Patch Management

- a) Each Party will have a patch management procedure that deploys security patches for systems used to process Client Data that includes:
 - i. Defined time allowed to implement patches (not to exceed 90 days for all patches); and
 - ii. Established process to handle emergency patches in a shorter time frame.
- b) Each Party agrees that no software or hardware that is past its End of Life (EOL) will be used in the scope of services without a mutually agreed risk management process for such items.

8. Workstations

- a) Each Party will implement controls for all workstations it provides that are used in connection with service delivery/receipt incorporating the following:
 - i. Encrypted hard drive
 - ii. Software agent that manages overall compliance of workstation and reports a minimum on a monthly basis to a central server
 - iii. Patching process to ensure workstations are current on all required patches
 - iv. Ability to prevent certain types of software from being installed (e.g. peer-to-peer software)
 - v. Antivirus with a minimum weekly scan
 - vi. Firewalls installed
 - vii. Data Loss Prevention tool (subject to any legal requirements, e.g. Works Council)
 - viii. Web filtering

9. Information Security Breach Management

- a) **Security Breach Response Process.** Each Party will maintain a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the process for recovering data.
- b) **Service Monitoring.** Each Party's security personnel will review logs as part of their security breach response process to propose remediation efforts if necessary.

10. Business Continuity Management

- a) Each Party will maintain emergency and contingency plans for the facilities in which the Parties' information systems that process Client Data are located.
- b) Each Party's redundant storage and procedures for recovering data will be designed to reconstruct Client Data stored by a Party in its original state from before the time it was lost or destroyed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122		FAX (A/C, No): (800) 363-0105
	E-MAIL ADDRESS: 		
INSURED Accenture PLC, Accenture LLP and Accenture Federal Services LLC including all subsidiaries and affiliates 1345 Avenue of the Americas New York, NY 10105	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh, Pa.		19445
	INSURER B:		
	INSURER C:		
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			014201307 SIR applies per policy terms & conditions	06/01/2019	06/01/2020	Each Claim Aggregate	\$10,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Limits are expressed in US Dollars. Coverage includes cyber liability.

CERTIFICATE HOLDER

CANCELLATION

Accenture PLC, Accenture LLP and Accenture Federal Services LLC including all subsidiaries and affiliates 1345 Avenue of the Americas New York, NY 10105	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>
--	--

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended August 31, 2017
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT
OF 1934 for the transition period from to

Commission File Number: 001-34448

Accenture plc

(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction of
incorporation or organization)

98-0627530
(I.R.S. Employer Identification No.)

1 Grand Canal Square,
Grand Canal Harbour,
Dublin 2, Ireland
(Address of principal executive offices)

(353) (1) 646-2000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Class A ordinary shares, par value \$0.0000225 per share	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
Class X ordinary shares, par value \$0.0000225 per share
(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer <input checked="" type="checkbox"/>	Accelerated filer <input type="checkbox"/>	Non-accelerated filer <input type="checkbox"/>
Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>	(Do not check if a smaller reporting company)

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the common equity of the registrant held by non-affiliates of the registrant on February 28, 2017 was approximately \$75,959,847,390 based on the closing price of the registrant's Class A ordinary shares, par value \$0.0000225 per share, reported on the New York Stock Exchange on such date of \$122.50 per share and on the par value of the registrant's Class X ordinary shares, par value \$0.0000225 per share.

The number of shares of the registrant's Class A ordinary shares, par value \$0.0000225 per share, outstanding as of October 12, 2017 was 639,452,499 (which number includes 24,734,683 issued shares held by the registrant). The number of shares of the registrant's Class X ordinary shares, par value \$0.0000225 per share, outstanding as of October 12, 2017 was 20,506,404.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive proxy statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A relating to the registrant's Annual General Meeting of Shareholders, to be held on February 7, 2018, will be incorporated by reference in this Form 10-K in response to Items 10, 11, 12, 13 and 14 of Part III. The definitive proxy statement will be filed with the SEC not later than 120 days after the registrant's fiscal year ended August 31, 2017.

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PART I

Disclosure Regarding Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”) relating to our operations, results of operations and other matters that are based on our current expectations, estimates, assumptions and projections. Words such as “may,” “will,” “should,” “likely,” “anticipates,” “expects,” “intends,” “plans,” “projects,” “believes,” “estimates,” “positioned,” “outlook” and similar expressions are used to identify these forward-looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Forward-looking statements are based upon assumptions as to future events that may not prove to be accurate. Actual outcomes and results may differ materially from what is expressed or forecast in these forward-looking statements. Risks, uncertainties and other factors that might cause such differences, some of which could be material, include, but are not limited to, the factors discussed below under the section entitled “Risk Factors.” Our forward-looking statements speak only as of the date of this report or as of the date they are made, and we undertake no obligation to update them.

Available Information

Our website address is www.accenture.com. We use our website as a channel of distribution for company information. We make available free of charge on the Investor Relations section of our website (<http://investor.accenture.com>) our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to those reports as soon as reasonably practicable after such material is electronically filed with or furnished to the Securities and Exchange Commission (the “SEC”) pursuant to Section 13(a) or 15(d) of the Exchange Act. We also make available through our website other reports filed with or furnished to the SEC under the Exchange Act, including our proxy statements and reports filed by officers and directors under Section 16(a) of the Exchange Act, as well as our Code of Business Ethics. Financial and other material information regarding us is routinely posted on and accessible at <http://investor.accenture.com>. We do not intend for information contained in our website to be part of this Annual Report on Form 10-K.

Any materials we file with the SEC may be read and copied at the SEC’s Public Reference Room at 100 F Street, NE, Washington, DC, 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site (<http://www.sec.gov>) that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC.

In this Annual Report on Form 10-K, we use the terms “Accenture,” “we,” the “Company,” “our” and “us” to refer to Accenture plc and its subsidiaries. All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31.

ITEM 1. BUSINESS

Overview

Accenture is one of the world’s leading professional services companies with approximately 425,000 people serving clients in a broad range of industries and in three geographic regions: North America, Europe and Growth Markets (Asia Pacific, Latin America, Africa, the Middle East, Russia and Turkey). Our five operating groups, organized by industry, bring together expertise from across the organization in strategy, consulting, digital, technology including application services, and operations to deliver end-to-end services and solutions to clients. Digital-, cloud- and security-related services, which we refer to as “the New,” are increasingly important components of the services we provide. For fiscal 2017, our revenues before reimbursements (“net revenues”) were \$34.9 billion.

We operate globally with one common brand and business model, providing clients around the world with the same high level of service. Drawing on a combination of industry and functional expertise, technology and innovation capabilities, alliance relationships, and our global delivery resources, we seek to provide differentiated, innovative services that help our clients measurably improve their business performance and create sustainable value for their customers and stakeholders. Our global delivery capability enables us to assemble integrated teams to provide high-quality, cost-effective solutions to our clients.

In fiscal 2017, we continued to implement a strategy focused on industry and technology differentiation, increasingly taking an innovation-led approach to drive value for clients. We serve clients in locally relevant ways, leveraging our global organization as appropriate. As part of our growth strategy in fiscal 2017, we significantly increased our investments in strategic acquisitions—and also continued to invest in assets and offerings, in branding and thought leadership, and in attracting and developing talent—to further enhance our differentiation and competitiveness.

Operating Groups

Our five operating groups are Accenture’s reporting segments and primary market channel, organized around 13 industry groups that serve clients globally in more than 40 industries. Our industry focus gives us an understanding of industry evolution, business issues and applicable technologies, enabling us to deliver innovative solutions tailored to each client or, as appropriate, more standardized capabilities to multiple clients. The operating groups assemble integrated client engagement teams, which typically consist of industry experts, capability specialists and professionals with local market knowledge. The operating groups have primary responsibility for building and sustaining long-term client relationships; providing management and technology consulting services; orchestrating our expertise and working synergistically with the other parts of our business to sell and deliver the full range of our services and capabilities; ensuring client satisfaction; and achieving revenue and profitability objectives.

The following table shows the current organization of our five operating groups. We do not allocate total assets by operating group, although our operating groups do manage and control certain assets. For certain historical financial information regarding our operating groups (including certain asset information), as well as financial information by geography (including long-lived asset information), see Note 16 (Segment Reporting) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

Operating Groups and Industry Groups

Communications, Media & Technology	Financial Services	Health & Public Service	Products	Resources
<ul style="list-style-type: none"> • Communications & Media • High Tech • Software & Platforms 	<ul style="list-style-type: none"> • Banking & Capital Markets • Insurance 	<ul style="list-style-type: none"> • Health • Public Service 	<ul style="list-style-type: none"> • Consumer Goods, Retail & Travel Services • Industrial • Life Sciences 	<ul style="list-style-type: none"> • Chemicals & Natural Resources • Energy • Utilities

Communications, Media & Technology

Our Communications, Media & Technology operating group serves communications, media, high tech, software and platform companies. Professionals in this operating group help clients accelerate and deliver digital transformation, developing comprehensive, industry-specific solutions to seize new opportunities and enhance efficiencies and business results. Examples of our services include helping clients capture new growth by shifting to data-driven and platform-based models, optimizing their cost structures, increasing product and business model innovation, and differentiating and scaling digital experiences for their customers. Our Communications, Media & Technology operating group comprises the following industry groups:

- Our **Communications & Media** industry group serves most of the world’s leading wireline, wireless, broadcast, entertainment, print, publishing, cable and satellite communications service providers. This group represented approximately 54% of our Communications, Media & Technology operating group’s net revenues in fiscal 2017.
- Our **High Tech** industry group serves the enterprise technology, network equipment, semiconductor, consumer technology, aerospace & defense, and medical equipment industries. This group represented approximately 29% of our Communications, Media & Technology operating group’s net revenues in fiscal 2017.
- Our **Software & Platforms** industry group serves computer software and digital platform companies. This group represented approximately 17% of our Communications, Media & Technology operating group’s net revenues in fiscal 2017.

Financial Services

Our Financial Services operating group serves the banking, capital markets and insurance industries. Professionals in this operating group work with clients to address growth, cost and profitability pressures, industry consolidation, regulatory changes and the need to continually adapt to new digital technologies. We offer services designed to help our clients increase cost efficiency, grow their customer base, manage risk and transform their operations. Our Financial Services operating group comprises the following industry groups:

- Our **Banking & Capital Markets** industry group serves retail and commercial banks, mortgage lenders, payment providers, investment banks, wealth and asset management firms, broker/dealers, depositories, exchanges, clearing and settlement organizations, and other diversified financial enterprises. This group represented approximately 72% of our Financial Services operating group’s net revenues in fiscal 2017.
- Our **Insurance** industry group serves property and casualty insurers, life insurers, reinsurance firms and insurance brokers. This group represented approximately 28% of our Financial Services operating group’s net revenues in fiscal 2017.

Health & Public Service

Our Health & Public Service operating group serves healthcare payers and providers, as well as government departments and agencies, public service organizations, educational institutions and non-profit organizations around the world. The group's research-based insights and offerings, including consulting services and digital solutions, are designed to help clients deliver better social, economic and health outcomes to the people they serve. Our Health & Public Service operating group comprises the following industry groups:

- Our **Health** industry group works with healthcare providers, such as hospitals, public health systems, policy-making authorities, health insurers (payers), and industry organizations and associations around the world to improve the quality, accessibility and productivity of healthcare. This group represented approximately 39% of our Health & Public Service operating group's net revenues in fiscal 2017.
- Our **Public Service** industry group helps governments transform the way they deliver public services and engage with citizens. We work primarily with defense departments and military forces; public safety authorities, such as police forces and border management agencies; justice departments; human services agencies; educational institutions, such as universities; non-profit organizations; and postal, customs, revenue and tax agencies. Our work with clients in the U.S. federal government is delivered through Accenture Federal Services, a U.S. company and a wholly owned subsidiary of Accenture LLP. Our Public Service industry group represented approximately 61% of our Health & Public Service operating group's net revenues in fiscal 2017. Our work with clients in the U.S. federal government represented approximately 36% of our Health & Public Service operating group's net revenues in fiscal 2017.

Products

Our Products operating group serves a set of increasingly interconnected consumer-relevant industries. Our offerings are designed to help clients transform their organizations and increase their relevance in the digital world. We help clients enhance their performance in distribution and sales and marketing; in research and development and manufacturing; and in business functions such as finance, human resources, procurement and supply chain while leveraging technology. Our Products operating group comprises the following industry groups:

- Our **Consumer Goods, Retail & Travel Services** industry group serves food and beverage, household goods, personal care, tobacco, fashion/apparel, agribusiness and consumer health companies; supermarkets, hardline retailers, mass-merchandise discounters, department stores and specialty retailers; as well as airlines and hospitality and travel services companies. This group represented approximately 56% of our Products operating group's net revenues in fiscal 2017.
- Our **Industrial** industry group works with automotive manufacturers and suppliers; freight and logistics companies; industrial and electrical equipment, consumer durable and heavy equipment companies; and construction and infrastructure management companies. This group represented approximately 23% of our Products operating group's net revenues in fiscal 2017.
- Our **Life Sciences** industry group serves pharmaceutical, medical technology and biotechnology companies. This group represented approximately 21% of our Products operating group's net revenues in fiscal 2017.

Resources

Our Resources operating group serves the chemicals, energy, forest products, metals and mining, utilities and related industries. We work with clients to develop and execute innovative strategies, improve operations, manage complex change initiatives and integrate digital technologies designed to help them differentiate themselves in the marketplace, gain competitive advantage and manage their large-scale capital investments. Our Resources operating group comprises the following industry groups:

- Our **Chemicals & Natural Resources** industry group works with a wide range of industry segments, including petrochemicals, specialty chemicals, polymers and plastics, gases and agricultural chemicals, among others, as well as the metals, mining, forest products and building materials industries. This group represented approximately 27% of our Resources operating group's net revenues in fiscal 2017.
- Our **Energy** industry group serves a wide range of companies in the oil and gas industry, including upstream, downstream, oil services and new energy companies. This group represented approximately 26% of our Resources operating group's net revenues in fiscal 2017.
- Our **Utilities** industry group works with electric, gas and water utilities around the world. This group represented approximately 47% of our Resources operating group's net revenues in fiscal 2017.

Services and Solutions

Our operating groups bring together expertise from Accenture Strategy, Accenture Consulting, Accenture Digital, Accenture Technology and Accenture Operations to develop and deliver integrated services and solutions for our clients.

Accenture Strategy

Accenture Strategy helps clients achieve specific business outcomes and enhance shareholder value by defining and executing industry-specific strategies enabled by technology. We bring together our strategy capabilities in business and technology to help senior management teams shape and execute their transformation objectives, focusing on issues related to digital disruption, competitive agility, global operating models and the future workforce. We provide a range of strategy services focused on areas such as digital technologies; enterprise architecture and applications; CFO and enterprise value; IT; security; mergers and acquisitions; operations; advanced customer services; sustainability; and talent and organization.

Accenture Consulting

Accenture Consulting provides industry experts with the insights and management and technology consulting capabilities to transform the world's leading companies. Our consulting capabilities enable our clients to design and implement transformational change programs, either for one or more functions or business units, or across their entire organization. We provide industry-specific consulting services, as well as functional and technology consulting services. Our functional and technology consulting services include finance and enterprise performance; supply chain and operations; talent and organization; customers and channels; applications and architecture advisory; and technology advisory. We help our clients with the digital transformation of industries, enhancing our consulting services with digital, cloud, cybersecurity, artificial intelligence and blockchain capabilities.

Accenture Digital

Accenture Digital combines our capabilities in digital marketing, analytics and mobility to help clients unlock value by designing new experiences for customers and employees, embedding intelligence into their operations, creating new products and business models, and transforming their digital enterprise capabilities and connections. We provide digital services across three broad areas:

- **Accenture Interactive.** Our end-to-end marketing solutions help clients deliver seamless multi-channel customer experiences and enhance their marketing performance. Our services span customer experience design, digital marketing, personalization and commerce, as well as digital content production and operations.
- **Accenture Analytics.** We deliver insight-driven outcomes at scale to help clients improve performance. Our capabilities range from implementing analytics technologies such as big data to advanced mathematical modeling and sophisticated statistical analysis. Our services enhance business performance and productivity outcomes through advanced analytics, artificial intelligence and collaboration capabilities.
- **Accenture Mobility.** We provide clients with practical innovations in connectivity and the Internet of Things to transform business processes and enable new operating models. Our end-to-end mobility capabilities include collecting and exchanging valuable data through connected devices, mobile applications, embedded software and sensor technology.

Accenture Technology

Accenture Technology comprises two primary areas: technology services and technology innovation & ecosystem.

- **Technology Services.** Technology Services includes our application services spanning systems integration and application outsourcing and covering the full application lifecycle, from custom systems to all emerging technologies, across every leading technology platform (both traditional and cloud/software-as-a-service-based). It also includes our global delivery capability in Technology and portfolio of products and intelligent platforms. We continuously innovate new services, capabilities and platforms through early adoption of technologies such as artificial intelligence, machine learning and intelligent automation to enhance productivity and create new growth opportunities.
- **Technology Innovation & Ecosystem.** We harness innovation through the research and development activities in the Accenture Labs and through emerging technologies. We also develop and manage our alliance relationships across a broad range of technology providers, including Amazon Web Services, Apple, Google, Microsoft, Oracle, Pegasystems, salesforce.com, SAP, Workday and many others, to enhance the value that we and our clients realize from the technology ecosystem.

Accenture Operations

Accenture Operations provides business process services, infrastructure services, security services and cloud services. We operate infrastructure and business processes on behalf of clients, increasingly powered by data, artificial intelligence, analytics and digital technologies, on an as-a-service basis, to help improve their productivity, experience and performance.

- **Business Process Services.** We offer services for specific business functions, such as finance and accounting, procurement, marketing, human resources and learning, as well as industry-specific services, such as credit and health services. We provide these services on a global basis and across industry sectors through our global delivery capability.
- **Infrastructure and Cloud Services.** We provide design, implementation, migration and managed services for security and infrastructure to help organizations take advantage of innovative technologies and improve the efficiency and effectiveness of their existing technology. Our solutions help clients transform and optimize their IT infrastructures—whether on-premise, in the cloud, or a hybrid of the two.

Global Delivery Capability

A key differentiator is our global delivery capability, which allows us to draw on the benefits of using people and other resources from around the world—including scalable, standardized processes, methods and tools; automation and artificial intelligence; industry expertise and specialized capabilities; cost advantages; foreign language fluency; proximity to clients; and time zone advantages—to deliver high-quality solutions. Emphasizing quality, productivity, reduced risk, speed to market and predictability, our global delivery model supports all parts of our business to provide clients with price-competitive services and solutions.

Alliances

We have sales and delivery alliances with companies whose capabilities complement our own by, among other things, enhancing a service offering, delivering a new technology or helping us extend our services to new geographies. By combining our alliance partners' products and services with our own capabilities and expertise, we create innovative, high-value business solutions for our clients. Most of our alliances are non-exclusive. These alliances can generate significant revenues from services we provide to implement our alliance partners' products as well as revenue from the resale of their products.

Research and Innovation

We are committed to developing leading-edge ideas. Research and innovation, which is a component of our overall investment in our business, have been major factors in our success, and we believe they will help us continue to grow in the future. We use our investment in research and development—on which we spent \$704 million, \$643 million and \$626 million in fiscal 2017, 2016 and 2015, respectively—to help create, commercialize and disseminate innovative business strategies and technology solutions. We spend a significant portion of our research and development investment to develop market-ready solutions for our clients.

We view innovation as a source of competitive advantage. We seek to generate early insights into how knowledge can be harnessed to create innovative business solutions for our clients and to develop business strategies with significant value. Our innovation capabilities include research and thought leadership to identify market, technology and industry trends. Through Accenture Ventures, we partner with and invest in growth-stage companies that create innovative enterprise technologies. Accenture Labs incubate and prototype new concepts through applied research and development projects. In addition, our studios, innovation centers and delivery centers build and scale the delivery of our innovations.

Employees

As a talent-led organization, one of our key goals is to have the best talent, with highly specialized skills in each part of our business, at the right levels in the right locations, to enhance our differentiation and competitiveness. We are deeply committed to the career development of our employees, who receive significant and focused technical, functional, industry, managerial and leadership skill development and training appropriate for their roles and levels within the Company. We provide our people with expert content and opportunities to collaborate in a broad range of physical and virtual learning environments. We seek to reinforce our employees' commitments to our clients, culture and values through a comprehensive performance management and compensation system and a career philosophy that provides rewards based on individual and Company performance. With our commitment to inclusion and diversity, we strive to maintain a work environment that reinforces collaboration, motivation and innovation and is consistent with our core values and Code of Business Ethics.

As of August 31, 2017, we employed approximately 425,000 people and had offices and operations in more than 200 cities in 53 countries.

Competition

We operate in a highly competitive and rapidly changing global marketplace and compete with a variety of organizations that offer services and solutions competitive with those we offer. Our competitors include:

- large multinational providers, including the services arms of large global technology providers (hardware, equipment and software), that offer some or all of the services and solutions that we do;
- off-shore service providers in lower-cost locations, particularly in India, that offer services globally that are similar to the services and solutions we offer;
- accounting firms that provide consulting and other services and solutions in areas that compete with us;
- solution or service providers that compete with us in a specific geographic market, industry segment or service area, including digital and advertising agencies and emerging start-ups and other companies that can scale rapidly to focus on or disrupt certain markets and provide new or alternative products, services or delivery models; and
- in-house departments of large corporations that use their own resources, rather than engage an outside firm for the types of services and solutions we provide.

Our revenues are derived primarily from Fortune Global 500 and Fortune 1000 companies, medium-sized companies, governments, government agencies and other enterprises. We believe that the principal competitive factors in the industries in which we compete include:

- skills and capabilities of people;
- technical and industry expertise;
- innovative service and product offerings;
- ability to add business value and improve performance;
- reputation and client references;
- contractual terms, including competitive pricing;
- ability to deliver results reliably and on a timely basis;
- scope of services;
- service delivery approach;
- quality of services and solutions;
- availability of appropriate resources; and
- global reach and scale, including level of presence in key emerging markets.

Our clients typically retain us on a non-exclusive basis.

Intellectual Property

We provide value to our clients based in part on a differentiated range of proprietary inventions, methodologies, software, reusable knowledge capital and other intellectual property. We recognize the increasing value of intellectual property in the marketplace and create, harvest, and protect this intellectual property. We leverage patent, trade secret, copyright and trademark laws as well as contractual arrangements to protect our intellectual property. We have also established policies to respect the intellectual property rights of third parties, such as our clients, partners and others.

As of August 31, 2017, we had a portfolio of over 3,575 patents and over 2,450 patent applications pending worldwide.

To protect the Accenture brand, one of our most valuable assets, we rely on intellectual property laws and trademark registrations held around the world.

Trademarks appearing in this report are the trademarks or registered trademarks of Accenture Global Services Ltd., Accenture Global Solutions Ltd., or third parties, as applicable.

Organizational Structure

Accenture plc is an Irish public limited company with no material assets other than ordinary and deferred shares in its subsidiary, Accenture Holdings plc, an Irish public limited company. Accenture plc owns a majority voting interest in Accenture Holdings plc, and Accenture plc's only business is to hold these shares. As a result, Accenture plc controls Accenture Holdings plc's management and operations and consolidates Accenture Holdings plc's results in its Consolidated Financial Statements. We operate our business through subsidiaries of Accenture Holdings plc. Accenture Holdings plc generally reimburses Accenture plc for its expenses but does not pay Accenture plc any fees.

History

Prior to our transition to a corporate structure in fiscal 2001, we operated as a series of related partnerships and corporations under the control of our partners. In connection with our transition to a corporate structure, our partners generally exchanged all of their interests in these partnerships and corporations for Accenture Ltd Class A common shares or, in the case of partners in certain countries, Class I common shares of Accenture SCA, a Luxembourg partnership limited by shares and direct subsidiary of Accenture Ltd ("Accenture SCA"), or exchangeable shares issued by Accenture Canada Holdings Inc., an indirect subsidiary of Accenture SCA. Generally, partners who received Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares also received a corresponding number of Accenture Ltd Class X common shares, which entitled their holders to vote at Accenture Ltd shareholder meetings but did not carry any economic rights. The combination of the Accenture Ltd Class X common shares and the Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares gave these partners substantially similar economic and governance rights as holders of Accenture Ltd Class A common shares.

On June 10, 2009, Accenture plc was incorporated in Ireland, as a public limited company, in order to effect moving the place of incorporation of our parent holding company from Bermuda to Ireland. This transaction was completed on September 1, 2009, at which time Accenture Ltd, our predecessor holding company, became a wholly owned subsidiary of Accenture plc and Accenture plc became our parent holding company. Accenture Ltd was dissolved on December 29, 2009.

On April 10, 2015, Accenture Holdings plc was incorporated in Ireland, as a public limited company, in order to further consolidate Accenture's presence in Ireland. On August 26, 2015, Accenture SCA merged with and into Accenture Holdings plc, with Accenture Holdings plc as the surviving entity. This merger was a transaction between entities under common control and had no effect on the Company's Consolidated Financial Statements.

All references to Accenture Holdings plc included in this report with respect to periods prior to August 26, 2015 reflect the activity and/or balances of Accenture SCA (the predecessor of Accenture Holdings plc). The Consolidated Financial Statements reflect the ownership interests in Accenture Holdings plc and Accenture Canada Holdings Inc. held by certain current and former members of Accenture Leadership as noncontrolling interests. "Accenture Leadership" is comprised of members of our global management committee (the Company's primary management and leadership team, which consists of approximately 20 of our most senior leaders), senior managing directors and managing directors. The noncontrolling ownership interests percentage was 4% as of August 31, 2017.

Accenture plc Class A and Class X Ordinary Shares

Each Class A ordinary share and each Class X ordinary share of Accenture plc entitles its holder to one vote on all matters submitted to a vote of shareholders of Accenture plc. A Class X ordinary share does not, however, entitle its holder to receive dividends or to receive payments upon a liquidation of Accenture plc. As described above under "—History," Class X ordinary shares generally provide the holders of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares with a vote at Accenture plc shareholder meetings that is equivalent to the voting rights held by Accenture plc Class A ordinary shareholders, while their economic rights consist of interests in Accenture Holdings plc ordinary shares or in Accenture Canada Holdings Inc. exchangeable shares.

Under its memorandum and articles of association, Accenture plc may redeem, at its option, any Class X ordinary share for a redemption price equal to the nominal value of the Class X ordinary share, or \$0.0000225 per share. Accenture plc, as successor to Accenture Ltd, has separately agreed with the original holders of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares not to redeem any Class X ordinary share of such holder if the redemption would reduce the number of Class X ordinary shares held by that holder to a number that is less than the number of Accenture Holdings plc ordinary shares or Accenture Canada Holdings Inc. exchangeable shares owned by that holder. Accenture plc will redeem Class X ordinary shares upon the redemption or exchange of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares so that the aggregate number of Class X ordinary shares outstanding at any time does not exceed the aggregate number

of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares outstanding. Class X ordinary shares are not transferable without the consent of Accenture plc.

A transfer of Accenture plc Class A ordinary shares effected by transfer of a book-entry interest in The Depository Trust Company will not be subject to Irish stamp duty. Other transfers of Accenture plc Class A ordinary shares may be subject to Irish stamp duty (currently at the rate of 1% of the price paid or the market value of the Class A ordinary shares acquired, if higher) payable by the buyer.

Accenture Holdings plc Ordinary and Deferred Shares

Only Accenture plc, Accenture Holdings plc, Accenture International S.à.r.l. and certain current and former members of Accenture Leadership and their permitted transferees hold Accenture Holdings plc ordinary shares. Each ordinary share entitles its holder to one vote on all matters submitted to the shareholders of Accenture Holdings plc and entitles its holder to dividends and liquidation payments. As of October 12, 2017, Accenture plc holds a voting interest of approximately 96% of the aggregate outstanding Accenture Holdings plc ordinary shares entitled to vote, with the remaining 4% of the voting interest held by certain current and former members of Accenture Leadership and their permitted transferees.

Only Accenture plc beneficially holds Accenture Holdings plc deferred shares. The deferred shares were issued solely to ensure that Accenture Holdings plc satisfies Irish law minimum share capital requirements for public limited companies at all times and carry no voting rights or income rights and have only limited rights on a return of capital equal to the nominal value of those shares.

Holders of ordinary shares of Accenture Holdings plc have the ability, subject to the restrictions on redemption contained in Accenture Holdings plc's articles of association and the Companies Act 2014 of Ireland (the "Companies Act") and any contractual restrictions on redemption that may be applicable to a holder, to require that Accenture Holdings plc redeem all or a portion of such holder's ordinary shares of Accenture Holdings plc. In that case, Accenture Holdings plc is obligated, subject to the availability of distributable reserves, to redeem any such ordinary shares of Accenture Holdings plc. The redemption price per share generally equals the average of the high and low sale prices of a Class A ordinary share of Accenture plc as reported on the New York Stock Exchange on the trading day on which Accenture Holdings plc receives an irrevocable notice of redemption from a holder of ordinary shares of Accenture Holdings plc if received prior to close of trading for that day, or on the following trading day if Accenture Holdings plc receives the irrevocable notice of redemption later than the close of trading on that day. Accenture Holdings plc may, at its option, pay the redemption price in cash or by instructing Accenture plc to deliver Class A ordinary shares on a one-for-one basis, subject to adjustment for dividends and share splits. In order to maintain Accenture plc's economic interest in Accenture Holdings plc, Accenture plc generally will acquire additional Accenture Holdings plc ordinary shares each time additional Accenture plc Class A ordinary shares are issued.

Except in the case of a redemption of Accenture Holdings plc ordinary shares or a transfer of Accenture Holdings plc ordinary shares to Accenture plc or one of its subsidiaries, Accenture Holdings plc's articles of association provide that Accenture Holdings plc ordinary shares may be transferred only with the consent of the Board of Directors of Accenture Holdings plc. In addition, all holders of ordinary shares (except Accenture plc) are precluded from having their shares redeemed by Accenture Holdings plc or transferred to Accenture Holdings plc, Accenture plc or a subsidiary of Accenture plc at any time or during any period when Accenture Holdings plc determines, based on the advice of counsel, that there is material non-public information that may affect the average price per share of Accenture plc Class A ordinary shares, if the redemption would be prohibited by applicable law or regulation, or during the period from the announcement of a tender offer by Accenture Holdings plc or its affiliates for Accenture Holdings plc ordinary shares, or any securities convertible into, or exchangeable or exercisable for, ordinary shares, until the expiration of ten business days after the termination of the tender offer (other than to tender the holder's Accenture Holdings plc ordinary shares in the tender offer).

Accenture Canada Holdings Inc. Exchangeable Shares

Holders of Accenture Canada Holdings Inc. exchangeable shares may exchange their shares for Accenture plc Class A ordinary shares at any time on a one-for-one basis. Accenture may, at its option, satisfy this exchange with cash at a price per share generally equal to the market price of an Accenture plc Class A ordinary share at the time of the exchange. Each exchangeable share of Accenture Canada Holdings Inc. entitles its holder to receive distributions equal to any distributions to which an Accenture plc Class A ordinary share entitles its holder. The exchange of all of the outstanding Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares would not have a material impact on the equity ownership position of Accenture or the other shareholders of Accenture Holdings plc.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this report, you should carefully consider the following factors which could materially adversely affect our business, financial condition, results of operations (including revenues and profitability) and/or stock price. Our business is also subject to general risks and uncertainties that may broadly affect companies, including us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also could materially adversely affect our business, financial condition, results of operations and/or stock price.

Our results of operations could be adversely affected by volatile, negative or uncertain economic and political conditions and the effects of these conditions on our clients' businesses and levels of business activity.

Global macroeconomic and geopolitical conditions affect our clients' businesses and the markets they serve. Volatile, negative or uncertain economic and political conditions in our significant markets have undermined and could in the future undermine business confidence in our significant markets or in other markets, which are increasingly interdependent, and cause our clients to reduce or defer their spending on new initiatives and technologies, or may result in clients reducing, delaying or eliminating spending under existing contracts with us, which would negatively affect our business. Growth in the markets we serve could be at a slow rate, or could stagnate or contract, in each case, for an extended period of time. Differing economic conditions and patterns of economic growth and contraction in the geographical regions in which we operate and the industries we serve have affected and may in the future affect demand for our services and solutions. Because we operate globally and have significant businesses in many markets, an economic slowdown in any of those markets could adversely affect our results of operations.

Ongoing economic and political volatility and uncertainty and changing demand patterns affect our business in a number of other ways, including making it more difficult to accurately forecast client demand and effectively build our revenue and resource plans, particularly in consulting. Economic and political volatility and uncertainty is particularly challenging because it may take some time for the effects and changes in demand patterns resulting from these and other factors to manifest themselves in our business and results of operations. Changing demand patterns from economic and political volatility and uncertainty could have a significant negative impact on our results of operations.

Our business depends on generating and maintaining ongoing, profitable client demand for our services and solutions, including through the adaptation and expansion of our services and solutions in response to ongoing changes in technology and offerings, and a significant reduction in such demand or an inability to respond to the evolving technological environment could materially affect our results of operations.

Our revenue and profitability depend on the demand for our services and solutions with favorable margins, which could be negatively affected by numerous factors, many of which are beyond our control and unrelated to our work product. As described above, volatile, negative or uncertain global economic and political conditions and lower growth in the markets we serve have adversely affected and could in the future adversely affect client demand for our services and solutions. Our success depends, in part, on our ability to continue to develop and implement services and solutions that anticipate and respond to rapid and continuing changes in technology and offerings to serve the evolving needs of our clients. Examples of areas of significant change include digital-, cloud- and security-related offerings, which are continually evolving, as well as developments in areas such as artificial intelligence, augmented reality, automation, blockchain, Internet of Things, quantum computing and as-a-service solutions. Technological developments may materially affect the cost and use of technology by our clients and, in the case of as-a-service solutions, could affect the nature of how we generate revenue. Some of these technologies have reduced and replaced some of our historical services and solutions and may continue to do so in the future. This has caused, and may in the future cause, clients to delay spending under existing contracts and engagements and to delay entering into new contracts while they evaluate new technologies. Such delays can negatively impact our results of operations if the pace and level of spending on new technologies is not sufficient to make up any shortfall.

Developments in the industries we serve, which may be rapid, also could shift demand to new services and solutions. If, as a result of new technologies or changes in the industries we serve, our clients demand new services and solutions, we may be less competitive in these new areas or need to make significant investment to meet that demand. Our growth strategy focuses on responding to these types of developments by driving innovation that will enable us to expand our business into new growth areas. If we do not sufficiently invest in new technology and adapt to industry developments, or evolve and expand our business at sufficient speed and scale, or if we do not make the right strategic investments to respond to these developments and successfully drive innovation, our services and solutions, our results of operations, and our ability to develop and maintain a competitive advantage and to execute on our growth strategy could be negatively affected.

We operate in a rapidly evolving environment in which there currently are, and we expect will continue to be, new technology entrants. New services or technologies offered by competitors or new entrants may make our offerings less differentiated or less competitive when compared to other alternatives, which may adversely affect our results of operations. In addition, companies in the industries we serve sometimes seek to achieve economies of scale and other synergies by combining with or acquiring other companies. If one of our current clients merges or consolidates with a company that relies on another provider for the services and solutions we offer, we may lose work from that client or lose the opportunity to gain additional work if we are not successful in generating new opportunities from the merger or consolidation. At any given time in a particular industry or geography, one or a small number of clients could contribute a significant portion of our revenues, and any decision by such a client to delay, reduce, or eliminate spending on our services and solutions could have a disproportionate impact on the results of operations in the relevant industry and/or geography.

Many of our consulting contracts are less than 12 months in duration, and these contracts typically permit a client to terminate the agreement with as little as 30 days' notice. Longer-term, larger and more complex contracts, such as the majority of our outsourcing contracts, generally require a longer notice period for termination and often include an early termination charge to be paid to us, but this charge might not be sufficient to cover our costs or make up for anticipated ongoing revenues and profits lost upon termination of the contract. Many of our contracts allow clients to terminate, delay, reduce or eliminate spending on the services and solutions we provide. Additionally, a client could choose not to retain us for additional stages of a project, try to renegotiate the terms of its contract or cancel or delay additional planned work. When contracts are terminated or not renewed, we lose the anticipated revenues, and it may take significant time to replace the level of revenues lost. Consequently, our results of operations in subsequent periods could be materially lower than expected. The specific business or financial condition of a client, changes in management and changes in a client's strategy are also all factors that can result in terminations, cancellations or delays.

If we are unable to keep our supply of skills and resources in balance with client demand around the world and attract and retain professionals with strong leadership skills, our business, the utilization rate of our professionals and our results of operations may be materially adversely affected.

Our success is dependent, in large part, on our ability to keep our supply of skills and resources in balance with client demand around the world and our ability to attract and retain personnel with the knowledge and skills to lead our business globally. Experienced personnel in our industry are in high demand, and competition for talent is intense. We must hire or retrain, retain, and motivate appropriate numbers of talented people with diverse skills in order to serve clients across the globe, respond quickly to rapid and ongoing technology, industry and macroeconomic developments and grow and manage our business. For example, if we are unable to hire or continually train our employees to keep pace with the rapid and continuing changes in technology and the industries we serve or changes in the types of services and solutions clients are demanding, we may not be able to develop and deliver new services and solutions to fulfill client demand. There is intense competition for scarce talent with skills in new technologies, and we may be unable to cost-effectively hire new employees with these skills, which may cause us to incur increased costs. As we expand our services and solutions, we must also hire and retain an increasing number of professionals with different skills and professional expectations than those of the professionals we have historically hired and retained. Additionally, if we are unable to successfully integrate, motivate and retain these professionals, our ability to continue to secure work in those industries and for our services and solutions may suffer.

We are particularly dependent on retaining members of Accenture Leadership and other experienced managers, and if we are unable to do so, our ability to develop new business and effectively manage our current contracts and client relationships could be jeopardized. We depend on identifying, developing and retaining key employees to provide leadership and direction for our businesses. This includes developing talent and leadership capabilities in emerging markets, where the depth of skilled employees is often limited and competition for these resources is intense. Our ability to expand geographically depends, in large part, on our ability to attract, retain and integrate both leaders for the local business and people with the appropriate skills.

Similarly, our profitability depends on our ability to effectively utilize personnel with the right mix of skills and experience to perform services for our clients, including our ability to transition employees to new assignments on a timely basis. If we are unable to effectively deploy our employees globally on a timely basis to fulfill the needs of our clients, our profitability could suffer. If the utilization rate of our professionals is too high, it could have an adverse effect on employee engagement and attrition, the quality of the work performed as well as our ability to staff projects. If our utilization rate is too low, our profitability and the engagement of our employees could suffer. The costs associated with recruiting and training employees are significant. An important element of our global business model is the deployment of our employees around the world, which allows us to move talent as needed. Therefore, if we are not able to deploy the talent we need because of increased regulation of immigration or work visas, including limitations placed on the number of visas granted, limitations on the type of work performed or location in which the work can be

performed, and new or higher minimum salary requirements, it could be more difficult to staff our employees on client engagements and could increase our costs.

Our equity-based incentive compensation plans are designed to reward high-performing personnel for their contributions and provide incentives for them to remain with us. If the anticipated value of such incentives does not materialize because of volatility or lack of positive performance in our stock price, or if our total compensation package is not viewed as being competitive, our ability to attract and retain the personnel we need could be adversely affected. In addition, if we do not obtain the shareholder approval needed to continue granting equity awards under our share plans in the amounts we believe are necessary, our ability to attract and retain personnel could be negatively affected.

There is a risk that at certain points in time, and in certain geographical regions, we will find it difficult to hire and retain a sufficient number of employees with the skills or backgrounds to meet current and/or future demand. In these cases, we might need to redeploy existing personnel or increase our reliance on subcontractors to fill certain labor needs, and if not done effectively, our profitability could be negatively impacted. Additionally, if demand for our services and solutions were to escalate at a high rate, we may need to adjust our compensation practices, which could put upward pressure on our costs and adversely affect our profitability if we are unable to recover these increased costs. At certain times, however, we may also have more personnel than we need in certain skill sets or geographies or at compensation levels that are not aligned with skill sets. In these situations, we have engaged, and may in the future engage, in actions to rebalance our resources, including through reduced levels of new hiring and increased involuntary terminations as a means to keep our supply of skills and resources in balance with client demand. If we are not successful in these initiatives, our results of operations could be adversely affected.

We could have liability or our reputation could be damaged if we fail to protect client and/or Accenture data from security breaches or cyberattacks.

We are dependent on information technology networks and systems to securely process, transmit and store electronic information and to communicate among our locations around the world and with our people, clients, alliance partners and vendors. As the breadth and complexity of this infrastructure continues to grow, including as a result of the use of mobile technologies, social media and cloud-based services, the risk of security breaches and cyberattacks increases. Such breaches could lead to shutdowns or disruptions of or damage to our systems and those of our clients, alliance partners and vendors, and unauthorized disclosure of sensitive or confidential information, including personal data. In the past, we have experienced data security breaches resulting from unauthorized access to our systems, which to date have not had a material impact on our operations; however, there is no assurance that such impacts will not be material in the future.

In providing services and solutions to clients, we often manage, utilize and store sensitive or confidential client or Accenture data, including personal data, and we expect these activities to increase, including through the use of analytics. Unauthorized disclosure of sensitive or confidential client or Accenture data, whether through systems failure, employee negligence, fraud or misappropriation, could damage our reputation, cause us to lose clients and could result in significant financial exposure. Similarly, unauthorized access to or through our information systems or those we develop for our clients, whether by our employees or third parties, including a cyberattack by computer programmers, hackers, members of organized crime and/or state-sponsored organizations, who continuously develop and deploy viruses, ransomware or other malicious software programs or social engineering attacks, could result in negative publicity, significant remediation costs, legal liability, damage to our reputation and government sanctions and could have a material adverse effect on our results of operations. Cybersecurity threats are constantly expanding and evolving, thereby increasing the difficulty of detecting and defending against them.

We are subject to numerous laws and regulations designed to protect this information, such as the national laws implementing the European Union Directive on Data Protection (which will be replaced by the European Union General Data Protection Regulation from 2018 onwards), various U.S. federal and state laws governing the protection of health or other personally identifiable information and data privacy and cybersecurity laws in other regions. These laws and regulations are increasing in complexity and number, change frequently and increasingly conflict among the various countries in which we operate, which has resulted in greater compliance risk and cost for us. If any person, including any of our employees, negligently disregards or intentionally breaches our established controls with respect to client or Accenture data, or otherwise mismanages or misappropriates that data, we could be subject to significant litigation, monetary damages, regulatory enforcement actions, fines and/or criminal prosecution in one or more jurisdictions. These monetary damages might not be subject to a contractual limit of liability or an exclusion of consequential or indirect damages and could be significant. In addition, our liability insurance, which includes cyber insurance, might not be sufficient in type or amount to cover us against claims related to security breaches, cyberattacks and other related breaches.

The markets in which we operate are highly competitive, and we might not be able to compete effectively.

The markets in which we offer our services and solutions are highly competitive. Our competitors include:

- large multinational providers, including the services arms of large global technology providers (hardware, equipment and software), that offer some or all of the services and solutions that we do;
- off-shore service providers in lower-cost locations, particularly in India, that offer services globally that are similar to the services and solutions we offer;
- accounting firms that provide consulting and other services and solutions in areas that compete with us;
- solution or service providers that compete with us in a specific geographic market, industry segment or service area, including digital and advertising agencies and emerging start-ups and other companies that can scale rapidly to focus on or disrupt certain markets and provide new or alternative products, services or delivery models; and
- in-house departments of large corporations that use their own resources, rather than engage an outside firm for the types of services and solutions we provide.

Some competitors may have greater financial, marketing or other resources than we do and, therefore, may be better able to compete for new work and skilled professionals, may be able to innovate and provide new services and solutions faster than we can or may be able to anticipate the need for services and solutions before we do.

Even if we have potential offerings that address marketplace or client needs, competitors may be more successful at selling similar services they offer, including to companies that are our clients. Some competitors are more established in certain markets, and that may make executing our geographic expansion strategy in these markets more challenging. Additionally, competitors may also offer more aggressive contractual terms, which may affect our ability to win work. Our future performance is largely dependent on our ability to compete successfully in the markets we currently serve, while expanding into additional markets. If we are unable to compete successfully, we could lose market share and clients to competitors, which could materially adversely affect our results of operations.

In addition, we may face greater competition due to consolidation of companies in the technology sector through strategic mergers or acquisitions. Consolidation activity may result in new competitors with greater scale, a broader footprint or offerings that are more attractive than ours. Over time, our access to certain technology products and services may be reduced as a result of this consolidation. Additionally, vertically integrated companies are able to offer as a single provider more integrated services (software and hardware) to clients than we can in some cases and therefore may represent a more attractive alternative to clients. If buyers of services favor using a single provider for an integrated technology stack, such buyers may direct more business to such competitors, and this could materially adversely affect our competitive position and our results of operations.

Our profitability could materially suffer if we are unable to obtain favorable pricing for our services and solutions, if we are unable to remain competitive, if our cost-management strategies are unsuccessful or if we experience delivery inefficiencies.

Our profitability is highly dependent on a variety of factors and could be materially impacted by any of the following:

Our results of operations could materially suffer if we are not able to obtain sufficient pricing to meet our profitability expectations. If we are not able to obtain favorable pricing for our services and solutions, our revenues and profitability could materially suffer. The rates we are able to charge for our services and solutions are affected by a number of factors, including:

- general economic and political conditions;
- our clients' desire to reduce their costs;
- the competitive environment in our industry;
- our ability to accurately estimate our service delivery costs, upon which our pricing is sometimes determined, includes our ability to estimate the impact of inflation and foreign exchange on our service delivery costs over long-term contracts; and
- the procurement practices of clients and their use of third-party advisors.

Our profitability could suffer if we are not able to remain competitive. The competitive environment in our industry affects our ability to secure new contracts at our target economics in a number of ways, any of which could have a material negative impact on our results of operations. The less we are able to differentiate our services and solutions and/or clearly convey the value of our services and solutions, the more risk we have in winning new work in sufficient volumes and at our target pricing and overall economics. In addition, the introduction of new services or products by competitors could reduce our ability to obtain favorable pricing and impact our overall economics for the services or

solutions we offer. Competitors may be willing, at times, to price contracts lower than us in an effort to enter the market or increase market share.

Our profitability could suffer if our cost-management strategies are unsuccessful, and we may not be able to improve our profitability to the degree we have done in the past. Our ability to improve or maintain our profitability is dependent on our being able to successfully manage our costs. Our cost management strategies include maintaining appropriate alignment between the demand for our services and solutions and our resource capacity. We have also taken actions to reduce certain costs, and these initiatives include, without limitation, re-alignment of portions of our workforce to lower-cost locations and the use of involuntary terminations as a means to keep our supply of skills and resources in balance. These actions and our other cost-management efforts may not be successful, our efficiency may not be enhanced and we may not achieve desired levels of profitability. Because of the significant steps taken in the past to manage costs, it may become increasingly difficult to continue to manage our cost structure to the same degree as in the past. If we are not effective in managing our operating costs in response to changes in demand or pricing, or if we are unable to recover employee compensation increases through improved pricing, automation or the movement of work to lower-cost locations, we may not be able to continue to invest in our business in an amount necessary to achieve our planned rates of growth, we may not be able to reward our people in the manner we believe is necessary to attract or retain personnel at desired levels, and our results of operations could be materially adversely affected.

If we do not accurately anticipate the cost, risk and complexity of performing our work or if third parties upon whom we rely do not meet their commitments, then our contracts could have delivery inefficiencies and be less profitable than expected or unprofitable. Our contract profitability is highly dependent on our forecasts regarding the effort and cost necessary to deliver our services and solutions, which are based on available data and could turn out to be materially inaccurate. If we do not accurately estimate the effort, costs or timing for meeting our contractual commitments and/or completing engagements to a client's satisfaction, our contracts could yield lower profit margins than planned or be unprofitable. Similarly, if we experience unanticipated delivery difficulties due to our management, the failure of third parties to meet their commitments or for any other reason, our contracts could yield lower profit margins than planned or be unprofitable. In particular, large and complex arrangements often require that we utilize subcontractors or that our services and solutions incorporate or coordinate with the software, systems or infrastructure requirements of other vendors and service providers, including companies with which we have alliances. Our profitability depends on the ability of these subcontractors, vendors and service providers to deliver their products and services in a timely manner and in accordance with the project requirements, as well as on our effective oversight of their performance. In some cases, these subcontractors are small firms, and they might not have the resources or experience to successfully integrate their services or products with large-scale engagements or enterprises. Some of this work involves new technologies, which may not work as intended or may take more effort to implement than initially predicted. In addition, certain client work requires the use of unique and complex structures and alliances, some of which require us to assume responsibility for the performance of third parties whom we do not control. Any of these factors could adversely affect our ability to perform and subject us to additional liabilities, which could have a material adverse effect on our relationships with clients and on our results of operations.

Changes in our level of taxes, as well as audits, investigations and tax proceedings, or changes in tax laws or in their interpretation or enforcement, could have a material adverse effect on our effective tax rate, results of operations, cash flows and financial condition.

We are subject to taxes in numerous jurisdictions. We calculate and provide for taxes in each tax jurisdiction in which we operate. Tax accounting often involves complex matters and requires our judgment to determine our worldwide provision for income taxes and other tax liabilities. We are subject to ongoing audits, investigations and tax proceedings in various jurisdictions. Tax authorities have disagreed, and may in the future disagree, with our judgments, and are taking increasingly aggressive positions opposing the judgments we make, including with respect to our intercompany transactions. We regularly assess the likely outcomes of our audits, investigations and tax proceedings to determine the appropriateness of our tax liabilities. However, our judgments might not be sustained as a result of these audits, investigations and tax proceedings, and the amounts ultimately paid could be materially different from the amounts previously recorded.

In addition, our effective tax rate in the future could be adversely affected by challenges to our intercompany transactions, changes in the valuation of deferred tax assets and liabilities and changes in tax laws or in their interpretation or enforcement, changes in the mix of earnings in countries with differing statutory tax rates and the expiration of current tax benefits. Tax rates in the jurisdictions in which we operate may change materially as a result of shifting economic conditions and tax policies. In addition, changes in tax laws, treaties or regulations, or their interpretation or enforcement, have become more unpredictable and may become more stringent, which could materially adversely affect our tax position.

The overall tax environment has made it increasingly challenging for multinational corporations to operate with certainty about taxation in many jurisdictions. For example, the European Commission has been conducting investigations, focusing on whether local country tax rulings or tax legislation provide preferential tax treatment that violates European Union state aid rules. In addition, the Organization for Economic Co-operation and Development, which represents a coalition of member countries, is supporting changes to numerous long-standing tax principles through its base erosion and profit shifting project, which is focused on a number of issues, including the shifting of profits among affiliated entities located in different tax jurisdictions. Furthermore, a number of countries where we do business, including the United States and many countries in the European Union, are considering changes in relevant tax, accounting and other laws, regulations and interpretations, including changes to tax laws applicable to multinational corporations. The increasingly complex global tax environment could have a material adverse effect on our effective tax rate, results of operations, cash flows and financial condition.

Although we expect to be able to rely on the tax treaty between the United States and Ireland, legislative or diplomatic action could be taken, or the treaty may be amended in such a way, that would prevent us from being able to rely on such treaty. Our inability to rely on the treaty would subject us to increased taxation or significant additional expense. In addition, congressional proposals could change the definition of a U.S. person for U.S. federal income tax purposes, which could also subject us to increased taxation. In addition, we could be materially adversely affected by future changes in tax law or policy (or in their interpretation or enforcement) in Ireland or other jurisdictions where we operate, including their treaties with Ireland or the United States. These changes could be exacerbated by economic, budget or other challenges facing Ireland or these other jurisdictions.

Our results of operations could be materially adversely affected by fluctuations in foreign currency exchange rates.

Although we report our results of operations in U.S. dollars, a majority of our net revenues is denominated in currencies other than the U.S. dollar. Unfavorable fluctuations in foreign currency exchange rates have had an adverse effect, and could in the future have a material adverse effect, on our results of operations.

Because our consolidated financial statements are presented in U.S. dollars, we must translate revenues, expenses and income, as well as assets and liabilities, into U.S. dollars at exchange rates in effect during or at the end of each reporting period. Therefore, changes in the value of the U.S. dollar against other currencies will affect our net revenues, operating income and the value of balance-sheet items, including intercompany payables and receivables, originally denominated in other currencies. These changes cause our growth in consolidated earnings stated in U.S. dollars to be higher or lower than our growth in local currency when compared against other periods. Our currency hedging programs, which are designed to partially offset the impact on consolidated earnings related to the changes in value of certain balance sheet items, might not be successful. Additionally, some transactions and balances may be denominated in currencies for which there is no available market to hedge.

As we continue to leverage our global delivery model, more of our expenses are incurred in currencies other than those in which we bill for the related services. An increase in the value of certain currencies, such as the Indian rupee or Philippine peso, against the currencies in which our revenue is recorded could increase costs for delivery of services at off-shore sites by increasing labor and other costs that are denominated in local currency. Our contractual provisions or cost management efforts might not be able to offset their impact, and our currency hedging activities, which are designed to partially offset this impact, might not be successful. This could result in a decrease in the profitability of our contracts that are utilizing delivery center resources. Conversely, a decrease in the value of certain currencies, such as the Indian rupee or Philippine peso, against the currencies in which our revenue is recorded could place us at a competitive disadvantage compared to service providers that benefit to a greater degree from such a decrease and can, as a result, deliver services at a lower cost. In addition, our currency hedging activities are themselves subject to risk. These include risks related to counterparty performance under hedging contracts, risks related to ineffective hedges and risks related to currency fluctuations. We also face risks that extreme economic conditions, political instability, or hostilities or disasters of the type described below could impact or perhaps eliminate the underlying exposures that we are hedging. Such an event could lead to losses being recognized on the currency hedges then in place that are not offset by anticipated changes in the underlying hedge exposure.

Our business could be materially adversely affected if we incur legal liability.

We are subject to, and may become a party to, a variety of litigation or other claims and suits that arise from time to time in the ordinary course of our business. Our business is subject to the risk of litigation involving current and former employees, clients, alliance partners, subcontractors, suppliers, competitors, shareholders, government agencies or others through private actions, class actions, whistleblower claims, administrative proceedings, regulatory actions or other litigation. Regardless of the merits of the claims, the cost to defend current and future litigation may be significant, and such matters can be time-consuming and divert management's attention and resources. The results

of litigation and other legal proceedings are inherently uncertain, and adverse judgments or settlements in some or all of these legal disputes may result in materially adverse monetary damages, penalties or injunctive relief against us. Any claims or litigation, even if fully indemnified or insured, could damage our reputation and make it more difficult to compete effectively or to obtain adequate insurance in the future.

For example, we could be subject to significant legal liability and litigation expense if we fail to meet our contractual obligations, contribute to internal control deficiencies of a client or otherwise breach obligations to third parties, including clients, alliance partners, employees and former employees, and other parties with whom we conduct business, or if our subcontractors breach or dispute the terms of our agreements with them and impede our ability to meet our obligations to our clients. We may enter into agreements with non-standard terms because we perceive an important economic opportunity or because our personnel did not adequately follow our contracting guidelines. In addition, the contracting practices of competitors, along with the demands of increasingly sophisticated clients, may cause contract terms and conditions that are unfavorable to us to become new standards in the marketplace. We may find ourselves committed to providing services or solutions that we are unable to deliver or whose delivery will reduce our profitability or cause us financial loss. If we cannot or do not meet our contractual obligations and if our potential liability is not adequately limited through the terms of our agreements, liability limitations are not enforced or a third party alleges fraud or other wrongdoing to prevent us from relying upon those contractual protections, we might face significant legal liability and litigation expense and our results of operations could be materially adversely affected. In addition, as we expand our services and solutions into new areas, such as taking over the operation of certain portions of our clients' businesses, which increasingly include the operation of functions and systems that are critical to the core businesses of our clients, we may be exposed to additional operational, regulatory or other risks specific to these new areas, including risks related to data security. A failure of a client's system based on our services or solutions could also subject us to a claim for significant damages that could materially adversely affect our results of operations.

While we maintain insurance for certain potential liabilities, such insurance does not cover all types and amounts of potential liabilities and is subject to various exclusions as well as caps on amounts recoverable. Even if we believe a claim is covered by insurance, insurers may dispute our entitlement to recovery for a variety of potential reasons, which may affect the timing and, if they prevail, the amount of our recovery.

Our work with government clients exposes us to additional risks inherent in the government contracting environment.

Our clients include national, provincial, state and local governmental entities. Our government work carries various risks inherent in the government contracting process. These risks include, but are not limited to, the following:

- Government entities, particularly in the United States, often reserve the right to audit our contract costs and conduct inquiries and investigations of our business practices and compliance with government contract requirements. U.S. government agencies, including the Defense Contract Audit Agency, routinely audit our contract costs, including allocated indirect costs, for compliance with the Cost Accounting Standards and the Federal Acquisition Regulation. These agencies also conduct reviews and investigations and make inquiries regarding our accounting and other systems in connection with our performance and business practices with respect to our government contracts. Negative findings from existing and future audits, investigations or inquiries could affect our future sales and profitability by preventing us, by operation of law or in practice, from receiving new government contracts for some period of time. In addition, if the U.S. government concludes that certain costs are not reimbursable, have not been properly determined or are based on outdated estimates of our work, then we will not be allowed to bill for such costs, may have to refund money that has already been paid to us or could be required to retroactively and prospectively adjust previously agreed to billing or pricing rates for our work. Negative findings from existing and future audits of our business systems, including our accounting system, may result in the U.S. government preventing us from billing, at least temporarily, a percentage of our costs. As a result of prior negative findings in connection with audits, investigations and inquiries, we have from time to time experienced some of the adverse consequences described above and may in the future experience further adverse consequences, which could materially adversely affect our future results of operations.
- If a government client discovers improper or illegal activities in the course of audits or investigations, we may become subject to various civil and criminal penalties, including those under the civil U.S. False Claims Act, and administrative sanctions, which may include termination of contracts, forfeiture of profits, suspension of payments, fines and suspensions or debarment from doing business with other agencies of that government. The inherent limitations of internal controls may not prevent or detect all improper or illegal activities.
- U.S. government contracting regulations impose strict compliance and disclosure obligations. Disclosure is required if certain company personnel have knowledge of "credible evidence" of a violation of federal criminal laws involving fraud, conflict of interest, bribery or improper gratuity, a violation of the civil U.S. False Claims

Act or receipt of a significant overpayment from the government. Failure to make required disclosures could be a basis for suspension and/or debarment from federal government contracting in addition to breach of the specific contract and could also impact contracting beyond the U.S. federal level. Reported matters also could lead to audits or investigations and other civil, criminal or administrative sanctions.

- Government contracts are subject to heightened reputational and contractual risks compared to contracts with commercial clients. For example, government contracts and the proceedings surrounding them are often subject to more extensive scrutiny and publicity. Negative publicity, including an allegation of improper or illegal activity, regardless of its accuracy, may adversely affect our reputation.
- Terms and conditions of government contracts also tend to be more onerous and are often more difficult to negotiate. For example, these contracts often contain high or unlimited liability for breaches and feature less favorable payment terms and sometimes require us to take on liability for the performance of third parties.
- Government entities typically fund projects through appropriated monies. While these projects are often planned and executed as multi-year projects, government entities usually reserve the right to change the scope of or terminate these projects for lack of approved funding and/or at their convenience. Changes in government or political developments, including budget deficits, shortfalls or uncertainties, government spending reductions or other debt constraints could result in our projects being reduced in price or scope or terminated altogether, which also could limit our recovery of incurred costs, reimbursable expenses and profits on work completed prior to the termination. Furthermore, if insufficient funding is appropriated to the government entity to cover termination costs, we may not be able to fully recover our investments.
- Political and economic factors such as pending elections, the outcome of recent elections, changes in leadership among key executive or legislative decision makers, revisions to governmental tax or other policies and reduced tax revenues can affect the number and terms of new government contracts signed or the speed at which new contracts are signed, decrease future levels of spending and authorizations for programs that we bid, shift spending priorities to programs in areas for which we do not provide services and/or lead to changes in enforcement or how compliance with relevant rules or laws is assessed.
- Legislative and executive proposals remain under consideration or could be proposed in the future, which, if enacted, could limit or even prohibit our eligibility to be awarded state or federal government contracts in the United States in the future or could include requirements that would otherwise affect our results of operations. Various U.S. federal and state legislative proposals have been introduced and/or enacted in recent years that deny government contracts to certain U.S. companies that reincorporate or have reincorporated outside the United States. While Accenture was not a U.S. company that reincorporated outside the United States, it is possible that these contract bans and other legislative proposals could be applied in a way that negatively affects Accenture.

The occurrences or conditions described above could affect not only our business with the particular government entities involved, but also our business with other entities of the same or other governmental bodies or with certain commercial clients, and could have a material adverse effect on our business or our results of operations.

We might not be successful at identifying, acquiring, investing in or integrating businesses, entering into joint ventures or divesting businesses.

We expect to continue pursuing strategic and targeted acquisitions, investments and joint ventures to enhance or add to our skills and capabilities or offerings of services and solutions, or to enable us to expand in certain geographic and other markets. Depending on the opportunities available, we may increase the amount of capital invested in such opportunities. We may not successfully identify suitable investment opportunities. We also might not succeed in completing targeted transactions or achieve desired results of operations.

Furthermore, we face risks in successfully integrating any businesses we might acquire or create through a joint venture. Ongoing business may be disrupted, and our management's attention may be diverted by acquisition, investment, transition or integration activities. In addition, we might need to dedicate additional management and other resources, and our organizational structure could make it difficult for us to efficiently integrate acquired businesses into our ongoing operations and assimilate and retain employees of those businesses into our culture and operations. The potential loss of key executives, employees, customers, suppliers, vendors and other business partners of businesses we acquire may adversely impact the value of the assets, operations or businesses. Furthermore, acquisitions or joint ventures may result in significant costs and expenses, including those related to retention payments, equity compensation, severance pay, early retirement costs, intangible asset amortization and asset impairment charges, assumed litigation and other liabilities, and legal, accounting and financial advisory fees, which could negatively affect our profitability. We may have difficulties as a result of entering into new markets where we have limited or no direct prior experience or where competitors may have stronger market positions.

We might fail to realize the expected benefits or strategic objectives of any acquisition, investment or joint venture we undertake. We might not achieve our expected return on investment or may lose money. We may be adversely impacted by liabilities that we assume from a company we acquire or in which we invest, including from that company's known and unknown obligations, intellectual property or other assets, terminated employees, current or former clients or other third parties. In addition, we may fail to identify or adequately assess the magnitude of certain liabilities, shortcomings or other circumstances prior to acquiring, investing in or partnering with a company, including potential exposure to regulatory sanctions or liabilities resulting from an acquisition target's previous activities, internal controls and security environment. If any of these circumstances occurs, they could result in unexpected legal or regulatory exposure, unfavorable accounting treatment, unexpected increases in taxes or other adverse effects on our business. In addition, we have a lesser degree of control over the business operations of the joint ventures and businesses in which we have made minority investments or in which we have acquired less than 100%. This lesser degree of control may expose us to additional reputational, financial, legal, compliance or operational risks. Litigation, indemnification claims and other unforeseen claims and liabilities may arise from the acquisition or operation of acquired businesses. For example, we may face litigation or other claims as a result of certain terms and conditions of the acquisition agreement, such as earnout payments or closing net asset adjustments. Alternatively, shareholder litigation may arise as a result of proposed acquisitions. If we are unable to complete the number and kind of investments for which we plan, or if we are inefficient or unsuccessful at integrating any acquired businesses into our operations, we may not be able to achieve our planned rates of growth or improve our market share, profitability or competitive position in specific markets or services.

We periodically evaluate, and have engaged in, the disposition of assets and businesses. Divestitures could involve difficulties in the separation of operations, services, products and personnel, the diversion of management's attention, the disruption of our business and the potential loss of key employees. After reaching an agreement with a buyer for the disposition of a business, the transaction may be subject to the satisfaction of pre-closing conditions, including obtaining necessary regulatory and government approvals, which, if not satisfied or obtained, may prevent us from completing the transaction. Divestitures may also involve continued financial involvement in or liability with respect to the divested assets and businesses, such as indemnities or other financial obligations, in which the performance of the divested assets or businesses could impact our results of operations. Any divestiture we undertake could adversely affect our results of operations.

Our global delivery capability is concentrated in India and the Philippines, which may expose us to operational risks.

Our business model is dependent on our global delivery capability, which includes Accenture personnel based at more than 50 delivery centers around the world. While these delivery centers are located throughout the world, we have based large portions of our delivery capability in India, where we have the largest number of people located in our delivery centers, and the Philippines, where we have the second largest number of people located. Concentrating our global delivery capability in these locations presents a number of operational risks, many of which are beyond our control. For example, natural disasters of the type described below, some of which India and the Philippines have experienced and other countries may experience, could impair the ability of our people to safely travel to and work in our facilities and disrupt our ability to perform work through our delivery centers. Additionally, both India and the Philippines have experienced, and other countries may experience, political instability, worker strikes, civil unrest and hostilities with neighboring countries. Military activity or civil hostilities in the future, as well as terrorist activities and other conditions, which are described more fully below, could significantly disrupt our ability to perform work through our delivery centers. Our business continuity and disaster recovery plans may not be effective, particularly if catastrophic events occur. If any of these circumstances occurs, we have a greater risk that interruptions in communications with our clients and other Accenture locations and personnel, and any down-time in important processes we operate for clients, could result in a material adverse effect on our results of operations and our reputation in the marketplace.

As a result of our geographically diverse operations and our growth strategy to continue geographic expansion, we are more susceptible to certain risks.

We have offices and operations in more than 200 cities in 53 countries around the world. One aspect of our growth strategy is to continue to expand in key markets around the world. Our growth strategy might not be successful. If we are unable to manage the risks of our global operations and geographic expansion strategy, including international hostilities, terrorist activities, natural disasters and security breaches, failure to maintain compliance with our clients' control requirements and multiple legal and regulatory systems, our results of operations and ability to grow could be materially adversely affected. In addition, emerging markets generally involve greater financial and operational risks, such as those described below, than our more mature markets. Negative or uncertain political climates in countries or geographies where we operate could also adversely affect us.

International hostilities, terrorist activities, natural disasters, pandemics and infrastructure disruptions could prevent us from effectively serving our clients and thus adversely affect our results of operations. Acts of terrorist violence; political unrest; regional and international hostilities and international responses to these hostilities; natural disasters, volcanic eruptions, sea level rise, floods, droughts and the increasing frequency and severity of adverse weather conditions; health emergencies or pandemics or the threat of or perceived potential for these events; and other acts of god could have a negative impact on us. These events could adversely affect our clients' levels of business activity and precipitate sudden and significant changes in regional and global economic conditions and cycles. These events also pose significant risks to our people and to physical facilities and operations around the world, whether the facilities are ours or those of our alliance partners or clients. By disrupting communications and travel and increasing the difficulty of obtaining and retaining highly skilled and qualified personnel, these events could make it difficult or impossible for us to deliver our services and solutions to our clients. Extended disruptions of electricity, other public utilities or network services at our facilities, as well as physical infrastructure damage to, system failures at, cyberattacks on, or security breaches in, our facilities or systems, could also adversely affect our ability to conduct our business and serve our clients. We might be unable to protect our people, facilities and systems against all such occurrences. We generally do not have insurance for losses and interruptions caused by terrorist attacks, conflicts and wars. If these disruptions prevent us from effectively serving our clients, our results of operations could be adversely affected.

We could be subject to strict restrictions on the movement of cash and the exchange of foreign currencies. In some countries, we could be subject to strict restrictions on the movement of cash and the exchange of foreign currencies, which would limit our ability to use this cash across our global operations and expose us to more extreme currency fluctuations. This risk could increase as we continue our geographic expansion in key markets around the world, which include emerging markets that are more likely to impose these restrictions than more established markets.

Our global operations expose us to numerous and sometimes conflicting legal and regulatory requirements, and violation of these regulations could harm our business. We are subject to numerous, and sometimes conflicting, legal regimes on matters as diverse as anticorruption, import/export controls, content requirements, trade restrictions, tariffs, taxation, sanctions, immigration, internal and disclosure control obligations, securities regulation, anti-competition, anti-money-laundering, data privacy and protection, government compliance, wage-and-hour standards, and employment and labor relations. The global nature of our operations, including emerging markets where legal systems may be less developed or understood by us, and the diverse nature of our operations across a number of regulated industries, further increase the difficulty of compliance. Compliance with diverse legal requirements is costly, time-consuming and requires significant resources. Violations of one or more of these regulations in the conduct of our business could result in significant fines, enforcement actions or criminal sanctions against us and/or our employees, prohibitions on doing business and damage to our reputation. Violations of these regulations in connection with the performance of our obligations to our clients also could result in liability for significant monetary damages, fines, enforcement actions and/or criminal prosecution or sanctions, unfavorable publicity and other reputational damage and restrictions on our ability to effectively carry out our contractual obligations and thereby expose us to potential claims from our clients. Due to the varying degrees of development of the legal systems of the countries in which we operate, local laws may not be well developed or provide sufficiently clear guidance and may be insufficient to protect our rights.

In particular, in many parts of the world, including countries in which we operate and/or seek to expand, practices in the local business community might not conform to international business standards and could violate anticorruption laws, or regulations, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Our employees, subcontractors, vendors, agents, alliance or joint venture partners, the companies we acquire and their employees, subcontractors, vendors and agents, and other third parties with which we associate, could take actions that violate policies or procedures designed to promote legal and regulatory compliance or applicable anticorruption laws or regulations. Violations of these laws or regulations by us, our employees or any of these third parties could subject us to criminal or civil enforcement actions (whether or not we participated or knew about the actions leading to the violations), including fines or penalties, disgorgement of profits and suspension or disqualification from work, including U.S. federal contracting, any of which could materially adversely affect our business, including our results of operations and our reputation.

Changes in laws and regulations could also mandate significant and costly changes to the way we implement our services and solutions or could impose additional taxes on our services and solutions. For example, changes in laws and regulations to limit using off-shore resources in connection with our work or to penalize companies that use off-shore resources, which have been proposed from time to time in various jurisdictions, could adversely affect our results of operations. Such changes may result in contracts being terminated or work being transferred on-shore, resulting in greater costs to us. In addition, these changes could have a negative impact on our ability to obtain future work from government clients.

Adverse changes to our relationships with key alliance partners or in the business of our key alliance partners could adversely affect our results of operations.

We have alliances with companies whose capabilities complement our own. A very significant portion of our services and solutions are based on technology or software provided by a few major providers that are our alliance partners. See “Business—Alliances.” The priorities and objectives of our alliance partners may differ from ours. As most of our alliance relationships are non-exclusive, our alliance partners are not prohibited from competing with us or forming closer or preferred arrangements with our competitors. One or more of our key alliance partners may be acquired by a competitor, or key alliance partners might merge with each other, either of which could reduce our access over time to the technology or software provided by those partners. In addition, our alliance partners could experience reduced demand for their technology or software, including, for example, in response to changes in technology, which could lessen related demand for our services and solutions. Many of our alliance partners are also large clients, and some are suppliers of technology to Accenture. Our performance in delivering client work, and decisions that Accenture makes in choosing suppliers, may negatively impact our alliance relationships. If we do not obtain the expected benefits from our alliance relationships for any reason, we may be less competitive, our ability to offer attractive solutions to our clients may be negatively affected, and our results of operations could be adversely affected.

If we are unable to protect or enforce our intellectual property rights, or if our services or solutions infringe upon the intellectual property rights of others or we lose our ability to utilize the intellectual property of others, our business could be adversely affected.

Our success depends, in part, upon our ability to obtain intellectual property protection for our proprietary methodologies, processes, software and other solutions. Existing laws of the various countries in which we provide services or solutions may offer only limited intellectual property protection of our services or solutions, and the protection in some countries may be very limited. We rely upon a combination of confidentiality policies, nondisclosure and other contractual arrangements, and patent, trade secret, copyright and trademark laws to protect our intellectual property rights. These laws are subject to change at any time and could further limit our ability to obtain or maintain intellectual property protection. There is uncertainty concerning the scope of patent and other intellectual property protection for software and business methods, which are fields in which we rely on intellectual property laws to protect our rights. Our intellectual property rights may not prevent competitors from reverse engineering our solutions or proprietary methodologies and processes or independently developing products and services similar to or duplicative of ours. Further, the steps we take in this regard might not be adequate to prevent or deter infringement or other misappropriation of our intellectual property by competitors, former employees or other third parties, and we might not be able to detect unauthorized use of, or take appropriate and timely steps to enforce, our intellectual property rights. Enforcing our rights might also require considerable time, money and oversight, and we may not be successful in enforcing our rights.

In addition, we cannot be sure that our services and solutions, including, for example, our software solutions, or the solutions of others that we offer to our clients, do not infringe on the intellectual property rights of third parties, and these third parties could claim that we or our clients are infringing upon their intellectual property rights. These claims could harm our reputation, cause us to incur substantial costs or prevent us from offering some services or solutions in the future. Any related proceedings could require us to expend significant resources over an extended period of time. In most of our contracts, we agree to indemnify our clients for expenses and liabilities resulting from claimed infringements of the intellectual property rights of third parties. In some instances, the amount of these indemnities could be greater than the revenues we receive from the client. Any claims or litigation in this area could be time-consuming and costly, damage our reputation and/or require us to incur additional costs to obtain the right to continue to offer a service or solution to our clients. If we cannot secure this right at all or on reasonable terms, or we are unable to implement in a cost-effective manner alternative technology, our results of operations could be materially adversely affected. The risk of infringement claims against us may increase as we expand our industry software solutions and continue to develop and license our software to multiple clients. Additionally, individuals and firms have purchased intellectual property assets in order to assert claims of infringement against technology providers and customers that use such technology. Any infringement action brought against us or our clients could be costly to defend or lead to an expensive settlement or judgment against us.

Further, we rely on third-party software in providing some of our services and solutions. If we lose our ability to continue using any such software for any reason, including because it is found to infringe the rights of others, we will need to obtain substitute software or seek alternative means of obtaining the technology necessary to continue to provide such services and solutions. Our inability to replace such software, or to replace such software in a timely or cost-effective manner, could materially adversely affect our results of operations.

Our ability to attract and retain business and employees may depend on our reputation in the marketplace.

We believe the Accenture brand name and our reputation are important corporate assets that help distinguish our services and solutions from those of competitors and also contribute to our efforts to recruit and retain talented employees. However, our corporate reputation is potentially susceptible to material damage by events such as disputes with clients, cybersecurity breaches or service outages, internal control deficiencies, delivery failures, compliance violations, government investigations or legal proceedings. Similarly, our reputation could be damaged by actions or statements of current or former clients, directors, employees, competitors, vendors, alliance partners, joint venture partners, adversaries in legal proceedings, legislators or government regulators, as well as members of the investment community or the media, including social media influencers. There is a risk that negative or inaccurate information about Accenture, even if based on rumor or misunderstanding, could adversely affect our business. Damage to our reputation could be difficult, expensive and time-consuming to repair, could make potential or existing clients reluctant to select us for new engagements, resulting in a loss of business, and could adversely affect our recruitment and retention efforts. Damage to our reputation could also reduce the value and effectiveness of the Accenture brand name and could reduce investor confidence in us, materially adversely affecting our share price.

If we are unable to manage the organizational challenges associated with our size, we might be unable to achieve our business objectives.

As of August 31, 2017, we had approximately 425,000 employees worldwide. Our size and scale present significant management and organizational challenges. It might become increasingly difficult to maintain effective standards across a large enterprise and effectively institutionalize our knowledge. It might also become more difficult to maintain our culture, effectively manage and monitor our personnel and operations and effectively communicate our core values, policies and procedures, strategies and goals, particularly given our world-wide operations. The size and scope of our operations increase the possibility that we will have employees who engage in unlawful or fraudulent activity, or otherwise expose us to unacceptable business risks, despite our efforts to train them and maintain internal controls to prevent such instances. For example, employee misconduct could involve the improper use of our clients' sensitive or confidential information or the failure to comply with legislation or regulations regarding the protection of sensitive or confidential information. Furthermore, the inappropriate use of social networking sites by our employees could result in breaches of confidentiality, unauthorized disclosure of non-public company information or damage to our reputation. If we do not continue to develop and implement the right processes and tools to manage our enterprise and instill our culture and core values into all of our employees, our ability to compete successfully and achieve our business objectives could be impaired. In addition, from time to time, we have made, and may continue to make, changes to our operating model, including how we are organized, as the needs and size of our business change, and if we do not successfully implement the changes, our business and results of operation may be negatively impacted.

We make estimates and assumptions in connection with the preparation of our consolidated financial statements, and any changes to those estimates and assumptions could adversely affect our financial results.

Our financial statements have been prepared in accordance with U.S. generally accepted accounting principles. The application of generally accepted accounting principles requires us to make estimates and assumptions about certain items and future events that affect our reported financial condition, and our accompanying disclosure with respect to, among other things, revenue recognition and income taxes. We base our estimates on historical experience, contractual commitments and on various other assumptions that we believe to be reasonable under the circumstances and at the time they are made. These estimates and assumptions involve the use of judgment and are subject to significant uncertainties, some of which are beyond our control. If our estimates, or the assumptions underlying such estimates, are not correct, actual results may differ materially from our estimates, and we may need to, among other things, adjust revenues or accrue additional charges that could adversely affect our results of operations.

Many of our contracts include payments that link some of our fees to the attainment of performance or business targets and/or require us to meet specific service levels. This could increase the variability of our revenues and impact our margins.

Many of our contracts include clauses that tie our compensation to the achievement of agreed-upon performance standards or milestones. If we fail to satisfy these measures, it could significantly reduce or eliminate our fees under the contracts, increase the cost to us of meeting performance standards or milestones, delay expected payments or subject us to potential damage claims under the contract terms. Clients also often have the right to terminate a contract and pursue damage claims under the contract for serious or repeated failure to meet these service commitments. We also have a number of contracts in which a portion of our compensation depends on performance measures such as cost-savings, revenue enhancement, benefits produced, business goals attained and adherence to schedule. These goals can be complex and may depend on our clients' actual levels of business activity or may be based on assumptions

that are later determined not to be achievable or accurate. These provisions could increase the variability in revenues and margins earned on those contracts.

Our results of operations and share price could be adversely affected if we are unable to maintain effective internal controls.

The accuracy of our financial reporting is dependent on the effectiveness of our internal controls. We are required to provide a report from management to our shareholders on our internal control over financial reporting that includes an assessment of the effectiveness of these controls. Internal control over financial reporting has inherent limitations, including human error, the possibility that controls could be circumvented or become inadequate because of changed conditions, and fraud. Because of these inherent limitations, internal control over financial reporting might not prevent or detect all misstatements or fraud. If we cannot maintain and execute adequate internal control over financial reporting or implement required new or improved controls that provide reasonable assurance of the reliability of the financial reporting and preparation of our financial statements for external use, we could suffer harm to our reputation, incur incremental compliance costs, fail to meet our public reporting requirements on a timely basis, be unable to properly report on our business and our results of operations, or be required to restate our financial statements, and our results of operations, our share price and our ability to obtain new business could be materially adversely affected.

We might be unable to access additional capital on favorable terms or at all. If we raise equity capital, it may dilute our shareholders' ownership interest in us.

We might choose to raise additional funds through public or private debt or equity financings in order to:

- take advantage of opportunities, including more rapid expansion;
- acquire other businesses or assets;
- repurchase shares from our shareholders;
- develop new services and solutions; or
- respond to competitive pressures.

Any additional capital raised through the sale of equity could dilute shareholders' ownership percentage in us. Furthermore, any additional financing we need might not be available on terms favorable to us, or at all.

We are incorporated in Ireland and a significant portion of our assets is located outside the United States. As a result, it might not be possible for shareholders to enforce civil liability provisions of the federal or state securities laws of the United States. We may also be subject to criticism and negative publicity related to our incorporation in Ireland.

We are organized under the laws of Ireland, and a significant portion of our assets is located outside the United States. A shareholder who obtains a court judgment based on the civil liability provisions of U.S. federal or state securities laws may be unable to enforce the judgment against us in Ireland or in countries other than the United States where we have assets. In addition, there is some doubt as to whether the courts of Ireland and other countries would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on the civil liabilities provisions of the federal or state securities laws of the United States or would hear actions against us or those persons based on those laws. We have been advised that the United States and Ireland do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. The laws of Ireland do, however, as a general rule, provide that the judgments of the courts of the United States have the same validity in Ireland as if rendered by Irish Courts. Certain important requirements must be satisfied before the Irish Courts will recognize a U.S. judgment. The originating court must have been a court of competent jurisdiction, the judgment must be final and conclusive and the judgment may not be recognized if it was obtained by fraud or its recognition would be contrary to Irish public policy. Any judgment obtained in contravention of the rules of natural justice or that is irreconcilable with an earlier foreign judgment would not be enforced in Ireland. Similarly, judgments might not be enforceable in countries other than the United States where we have assets.

Some companies that conduct substantial business in the United States but which have a parent domiciled in certain other jurisdictions have been criticized as improperly avoiding U.S. taxes or creating an unfair competitive advantage over other U.S. companies. Accenture never conducted business under a U.S. parent company and pays U.S. taxes on all of its U.S. operations. Nonetheless, we could be subject to criticism in connection with our incorporation in Ireland.

Irish law differs from the laws in effect in the United States and might afford less protection to shareholders.

Our shareholders could have more difficulty protecting their interests than would shareholders of a corporation incorporated in a jurisdiction of the United States. As an Irish company, we are governed by the Companies Act. The Companies Act differs in some significant, and possibly material, respects from laws applicable to U.S. corporations and shareholders under various state corporation laws, including the provisions relating to interested directors, mergers and acquisitions, takeovers, shareholder lawsuits and indemnification of directors.

Under Irish law, the duties of directors and officers of a company are generally owed to the company only. Shareholders of Irish companies do not generally have rights to take action against directors or officers of the company under Irish law, and may only do so in limited circumstances. Directors of an Irish company must, in exercising their powers and performing their duties, act with due care and skill, honestly and in good faith with a view to the best interests of the company. Directors have a duty not to put themselves in a position in which their duties to the company and their personal interests might conflict and also are under a duty to disclose any personal interest in any contract or arrangement with the company or any of its subsidiaries. If a director or officer of an Irish company is found to have breached his duties to that company, he could be held personally liable to the company in respect of that breach of duty.

Under Irish law, we must have authority from our shareholders to issue any shares, including shares that are part of the company's authorized but unissued share capital. In addition, unless otherwise authorized by its shareholders, when an Irish company issues shares for cash to new shareholders, it is required first to offer those shares on the same or more favorable terms to existing shareholders on a pro-rata basis. If we are unable to obtain these authorizations from our shareholders, or are otherwise limited by the terms of our authorizations, our ability to issue shares under our equity compensation plans and, if applicable, to facilitate funding acquisitions or otherwise raise capital could be adversely affected.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We have major offices in the world's leading business centers, including Boston, Chicago, New York, San Francisco, Dublin, Frankfurt, London, Madrid, Milan, Paris, Rome, Bangalore, Beijing, Manila, Mumbai, Sao Paolo, Shanghai, Singapore, Sydney and Tokyo, among others. In total, we have offices and operations in more than 200 cities in 53 countries around the world. We do not own any material real property. Substantially all of our office space is leased under long-term leases with varying expiration dates. We believe that our facilities are adequate to meet our needs in the near future.

ITEM 3. LEGAL PROCEEDINGS

The information set forth under "Legal Contingencies" in Note 15 (Commitments and Contingencies) to our Consolidated Financial Statements under Part II, Item 8, "Financial Statements and Supplementary Data," is incorporated herein by reference.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

EXECUTIVE OFFICERS OF THE REGISTRANT

Our executive officers and persons chosen to become executive officers as of the date hereof are as follows:

Gianfranco Casati, 58, became our group chief executive—Growth Markets in January 2014. From September 2006 to January 2014, he served as our group chief executive—Products operating group. From April 2002 to September 2006, Mr. Casati was managing director of the Products operating group's Europe operating unit. He also served as Accenture's country managing director for Italy and as chairman of our geographic council in its IGEM (Italy, Greece, emerging markets) region, supervising Accenture offices in Italy, Greece and several Eastern European countries. Mr. Casati has been with Accenture for 33 years.

Richard P. Clark, 56, became our chief accounting officer in September 2013 and has served as our corporate controller since September 2010. Prior to that, Mr. Clark served as our senior managing director of investor relations from September 2006 to September 2010. Previously he served as our finance director—Communications, Media &

Technology operating group from July 2001 to September 2006 and as our finance director—Resources operating group from 1998 to July 2001. Mr. Clark has been with Accenture for 34 years.

Johan (Jo) G. Deblaere, 55, became our chief operating officer in September 2009 and has also served as our chief executive—Europe since January 2014. From September 2006 to September 2009, Mr. Deblaere served as our chief operating officer—Outsourcing. Prior to that, from September 2005 to September 2006, he led our global network of business process outsourcing delivery centers. From September 2000 to September 2005, he had overall responsibility for work with public-sector clients in Western Europe. Mr. Deblaere has been with Accenture for 32 years.

Chad T. Jerdee, 50, became our general counsel and chief compliance officer in June 2015. From August 2010 to June 2015, Mr. Jerdee served as deputy general counsel—Sales & Delivery. Previously, he served as legal lead for the outsourcing sales legal team as well as for Accenture’s growth platforms. Mr. Jerdee has been with Accenture for 20 years.

Daniel T. London, 53, became our group chief executive—Health & Public Service operating group in June 2014. From 2009 to June 2014, Mr. London was senior managing director for Health & Public Service in North America. Previously, he served as managing director of Accenture’s Finance & Performance Management global service line. Mr. London has been with Accenture for 31 years.

Richard A. Lumb, 56, became our group chief executive—Financial Services operating group in December 2010. From June 2006 to December 2010, Mr. Lumb led our Financial Services operating group in Europe, Africa, the Middle East and Latin America. He also served as our managing director of business and market development—Financial Services operating group from September 2005 to June 2006. Mr. Lumb has been with Accenture for 32 years.

Pierre Nanterme, 58, became chairman of the Board of Directors in February 2013 and has served as our chief executive officer since January 2011. Mr. Nanterme was our group chief executive—Financial Services operating group from September 2007 to December 2010. Prior to assuming this role, Mr. Nanterme held various leadership roles throughout the Company, including serving as our chief leadership officer from May 2006 through September 2007 and our country managing director for France from November 2005 to September 2007. Mr. Nanterme has been a director since October 2010 and has been with Accenture for 34 years. In addition to serving on Accenture plc’s board of directors, Mr. Nanterme serves on the board of its subsidiary Accenture Holdings plc.

Jean-Marc Ollagnier, 55, became our group chief executive—Resources operating group in March 2011. From September 2006 to March 2011, Mr. Ollagnier led our Resources operating group in Europe, Latin America, the Middle East and Africa. Previously, he served as our global managing director—Financial Services Solutions group and as our geographic unit managing director—Gallia. Mr. Ollagnier has been with Accenture for 31 years.

David P. Rowland, 56, became our chief financial officer in July 2013. From October 2006 to July 2013, he was our senior vice president—Finance. Previously, Mr. Rowland was our managing director—Finance Operations from July 2001 to October 2006. Prior to assuming that role, he served as our finance director—Communications, Media & Technology operating group and as our finance director—Products operating group. Mr. Rowland has been with Accenture for 34 years.

Robert E. Sell, 55, became our group chief executive—Communications, Media & Technology operating group in March 2012. From September 2007 to March 2012, Mr. Sell led our Communications, Media & Technology operating group in North America. Prior to assuming that role, he served in a variety of leadership roles throughout Accenture, serving clients in a number of industries. Mr. Sell has been with Accenture for 33 years.

Ellyn J. Shook, 54, became our chief leadership officer in December 2015 and has also served as our chief human resources officer since March 2014. From 2012 to March 2014, Ms. Shook was our senior managing director—Human Resources and head of Accenture’s Human Resources Centers of Expertise. From 2004 to 2011, she served as the global human resources lead for career management, performance management, total rewards, employee engagement and mergers and acquisitions. Ms. Shook has been with Accenture for 29 years.

Julie Spellman Sweet, 50, became our chief executive officer—North America in June 2015. From March 2010 to June 2015, she served as our general counsel, secretary and chief compliance officer. Prior to joining Accenture, Ms. Sweet was, for 10 years, a partner in the Corporate department of the law firm of Cravath, Swaine & Moore LLP, which she joined as an associate in 1992. Ms. Sweet has been with Accenture for 7 years.

Alexander M. van ’t Noordende, 54, became our group chief executive—Products operating group in January 2014. From March 2011 to January 2014, he served as our group chief executive—Management Consulting. Mr. van ’t Noordende was our group chief executive—Resources operating group from September 2006 to March 2011. Prior to assuming that role, he led our Resources operating group in Southern Europe, Africa, the Middle East and Latin America, and served as managing partner of the Resources operating group in France, Belgium and the Netherlands.

From 2001 until September 2006, he served as our country managing director for the Netherlands. Mr. van 't Noordende has been with Accenture for 30 years.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Price Range of Accenture plc Class A Ordinary Shares

Accenture plc Class A ordinary shares are traded on the New York Stock Exchange under the symbol "ACN." The New York Stock Exchange is the principal United States market for these shares.

The following table sets forth, on a per share basis for the periods indicated, the high and low sale prices for Accenture plc Class A ordinary shares as reported by the New York Stock Exchange.

	Price Range	
	High	Low
Fiscal 2016		
First Quarter	\$ 109.86	\$ 91.68
Second Quarter	\$ 109.65	\$ 91.40
Third Quarter	\$ 119.72	\$ 101.00
Fourth Quarter	\$ 120.78	\$ 108.66
Fiscal 2017		
First Quarter	\$ 124.96	\$ 108.83
Second Quarter	\$ 125.72	\$ 112.31
Third Quarter	\$ 126.53	\$ 114.82
Fourth Quarter	\$ 130.92	\$ 119.10
Fiscal 2018		
First Quarter (through October 12, 2017)	\$ 139.65	\$ 129.10

The closing sale price of an Accenture plc Class A ordinary share as reported by the New York Stock Exchange consolidated tape as of October 12, 2017 was \$139.20. As of October 12, 2017, there were 286 holders of record of Accenture plc Class A ordinary shares.

There is no trading market for Accenture plc Class X ordinary shares. As of October 12, 2017, there were 583 holders of record of Accenture plc Class X ordinary shares.

To ensure that members of Accenture Leadership continue to maintain equity ownership levels that we consider meaningful, we require current members of Accenture Leadership to comply with the Accenture Equity Ownership Requirement Policy. This policy requires members of Accenture Leadership to own Accenture equity valued at a multiple (ranging from $\frac{1}{2}$ to 6) of their base compensation determined by their position level.

Dividend Policy

On November 13, 2015, May 13, 2016, November 15, 2016 and May 15, 2017, Accenture plc paid a semi-annual cash dividend of \$1.10, \$1.10, \$1.21 and \$1.21 per share, respectively, on our Class A ordinary shares, and Accenture Holdings plc paid a semi-annual cash dividend of \$1.10, \$1.10, \$1.21 and \$1.21 per share, respectively, on its ordinary shares.

Future dividends on Accenture plc Class A ordinary shares and Accenture Holdings plc ordinary shares, if any, and the timing of declaration of any such dividends, will be at the discretion of the Board of Directors of Accenture plc and will depend on, among other things, our results of operations, cash requirements and surplus, financial condition, contractual restrictions and other factors that the Board of Directors of Accenture plc may deem relevant, as well as our ability to pay dividends in compliance with the Companies Act.

In certain circumstances, as an Irish tax resident company, we may be required to deduct Irish dividend withholding tax ("DWT") (currently at the rate of 20%) from dividends paid to our shareholders. Shareholders resident in "relevant territories" (including countries that are European Union member states (other than Ireland), the United States and other countries with which Ireland has a tax treaty) may be exempted from Irish DWT. However, shareholders residing in other countries will generally be subject to Irish DWT.

Recent Sales of Unregistered Securities

None.

Purchases and Redemptions of Accenture plc Class A Ordinary Shares and Class X Ordinary Shares

The following table provides information relating to our purchases of Accenture plc Class A ordinary shares and redemptions of Accenture plc Class X ordinary shares during the fourth quarter of fiscal 2017. For year-to-date information on all share purchases, redemptions and exchanges by the Company and further discussion of our share purchase activity, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Share Purchases and Redemptions.”

Period	Total Number of Shares Purchased	Average Price Paid per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (3)
				(in millions of U.S. dollars)
June 1, 2017 — June 30, 2017				
Class A ordinary shares	1,358,995	\$ 125.06	1,342,100	\$ 3,528
Class X ordinary shares	4,975	\$ 0.0000225	—	—
July 1, 2017 — July 31, 2017				
Class A ordinary shares	1,871,074	\$ 126.69	1,422,111	\$ 3,337
Class X ordinary shares	103,285	\$ 0.0000225	—	—
August 1, 2017 — August 31, 2017				
Class A ordinary shares	1,729,773	\$ 129.14	1,601,079	\$ 3,119
Class X ordinary shares	155,053	\$ 0.0000225	—	—
Total				
Class A ordinary shares (4)	4,959,842	\$ 127.10	4,365,290	
Class X ordinary shares (5)	263,313	\$ 0.0000225	—	

- (1) Average price paid per share reflects the total cash outlay for the period, divided by the number of shares acquired, including those acquired by purchase or redemption for cash and any acquired by means of employee forfeiture.
- (2) Since August 2001, the Board of Directors of Accenture plc has authorized and periodically confirmed a publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares. During the fourth quarter of fiscal 2017, we purchased 4,365,290 Accenture plc Class A ordinary shares under this program for an aggregate price of \$555 million. The open-market purchase program does not have an expiration date.
- (3) As of August 31, 2017, our aggregate available authorization for share purchases and redemptions was \$3,119 million, which management has the discretion to use for either our publicly announced open-market share purchase program or our other share purchase programs. Since August 2001 and as of August 31, 2017, the Board of Directors of Accenture plc has authorized an aggregate of \$30,100 million for purchases and redemptions of Accenture plc Class A ordinary shares, Accenture Holdings plc ordinary shares or Accenture Canada Holdings Inc. exchangeable shares.
- (4) During the fourth quarter of fiscal 2017, Accenture purchased 594,552 Accenture plc Class A ordinary shares in transactions unrelated to publicly announced share plans or programs. These transactions consisted of acquisitions of Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under our various employee equity share plans. These purchases of shares in connection with employee share plans do not affect our aggregate available authorization for our publicly announced open-market share purchase and our other share purchase programs.
- (5) Accenture plc Class X ordinary shares are redeemable at their par value of \$0.0000225 per share.

Purchases and Redemptions of Accenture Holdings plc Ordinary Shares and Accenture Canada Holdings Inc. Exchangeable Shares

The following table provides additional information relating to our purchases and redemptions of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares for cash during the fourth quarter of fiscal 2017. We believe that the following table and footnotes provide useful information regarding the share purchase and redemption activity of Accenture. Generally, purchases and redemptions of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares for cash and employee forfeitures reduce shares outstanding for purposes of computing diluted earnings per share.

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share (2)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (3)
<u>Accenture Holdings plc</u>				
June 1, 2017 — June 30, 2017	35,652	\$ 123.06	—	—
July 1, 2017 — July 31, 2017	86,970	\$ 126.34	—	—
August 1, 2017 — August 31, 2017	85,833	\$ 129.22	—	—
Total	208,455	\$ 126.96	—	—
<u>Accenture Canada Holdings Inc.</u>				
June 1, 2017 — June 30, 2017	—	\$ —	—	—
July 1, 2017 — July 31, 2017	—	\$ —	—	—
August 1, 2017 — August 31, 2017	—	\$ —	—	—
Total	—	\$ —	—	—

- (1) During the fourth quarter of fiscal 2017, we acquired a total of 208,455 Accenture Holdings plc ordinary shares from current and former members of Accenture Leadership and their permitted transferees by means of purchase or redemption for cash, or employee forfeiture, as applicable. In addition, during the fourth quarter of fiscal 2017, we issued 131,605 Accenture plc Class A ordinary shares upon redemptions of an equivalent number of Accenture Holdings plc ordinary shares pursuant to a registration statement.
- (2) Average price paid per share reflects the total cash outlay for the period, divided by the number of shares acquired, including those acquired by purchase or redemption for cash and any acquired by means of employee forfeiture.
- (3) For a discussion of our aggregate available authorization for share purchases and redemptions through either our publicly announced open-market share purchase program or our other share purchase programs, see the “Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs” column of the “Purchases and Redemptions of Accenture plc Class A Ordinary Shares and Class X Ordinary Shares” table above and the applicable footnote.

ITEM 6. SELECTED FINANCIAL DATA

The data for fiscal 2017, 2016 and 2015 and as of August 31, 2017 and 2016 are derived from the audited Consolidated Financial Statements and related Notes that are included elsewhere in this report. The data for fiscal 2014 and 2013 and as of August 31, 2015, 2014 and 2013 are derived from the audited Consolidated Financial Statements and related Notes that are not included in this report. The selected financial data should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our Consolidated Financial Statements and related Notes included elsewhere in this report.

	Fiscal				
	2017 (1)	2016 (2)	2015 (3)	2014	2013 (4)
(in millions of U.S. dollars)					
Income Statement Data					
Revenues before reimbursements (“Net revenues”)	\$ 34,850	\$ 32,883	\$ 31,048	\$ 30,002	\$ 28,563
Revenues	36,765	34,798	32,914	31,875	30,394
Operating income	4,633	4,810	4,436	4,301	4,339
Net income	3,635	4,350	3,274	3,176	3,555
Net income attributable to Accenture plc	3,445	4,112	3,054	2,941	3,282

- (1) Includes the impact of a \$510 million, pre-tax, Pension settlement charge recorded during fiscal 2017. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2017 Compared to Fiscal 2016—Pension Settlement Charge.”
- (2) Includes the impact of a \$849 million, pre-tax, Gain on sale of businesses recorded during fiscal 2016. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2017 Compared to Fiscal 2016—Gain (loss) on Sale of Businesses.”
- (3) Includes the impact of a \$64 million, pre-tax, Pension settlement charge recorded during fiscal 2015. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2016 Compared to Fiscal 2015—Pension Settlement Charge.”
- (4) Includes the impact of \$274 million in reorganization benefits and \$243 million in U.S. federal tax benefits recorded during fiscal 2013.

	Fiscal				
	2017	2016	2015	2014	2013
Earnings Per Class A Ordinary Share					
Basic	\$ 5.56	\$ 6.58	\$ 4.87	\$ 4.64	\$ 5.08
Diluted	5.44	6.45	4.76	4.52	4.93
Dividends per ordinary share	2.42	2.20	2.04	1.86	1.62

	August 31, 2017	August 31, 2016	August 31, 2015	August 31, 2014	August 31, 2013
	(in millions of U.S. dollars)				
Balance Sheet Data					
Cash and cash equivalents	\$ 4,127	\$ 4,906	\$ 4,361	\$ 4,921	\$ 5,632
Total assets	22,690	20,609	18,203	17,930	16,867
Long-term debt, net of current portion	22	24	26	26	26
Accenture plc shareholders’ equity	8,949	7,555	6,134	5,732	4,960

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with our Consolidated Financial Statements and related Notes included elsewhere in this Annual Report on Form 10-K. This discussion and analysis also contains forward-looking statements and should also be read in conjunction with the disclosures and information contained in "Disclosure Regarding Forward-Looking Statements" and "Risk Factors" in this Annual Report on Form 10-K.

We use the terms "Accenture," "we," the "Company," "our" and "us" in this report to refer to Accenture plc and its subsidiaries. All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31. For example, a reference to "fiscal 2017" means the 12-month period that ended on August 31, 2017. All references to quarters, unless otherwise noted, refer to the quarters of our fiscal year.

We use the term "in local currency" so that certain financial results may be viewed without the impact of foreign currency exchange rate fluctuations, thereby facilitating period-to-period comparisons of business performance. Financial results "in local currency" are calculated by restating current period activity into U.S. dollars using the comparable prior-year period's foreign currency exchange rates. This approach is used for all results where the functional currency is not the U.S. dollar.

Overview

Revenues are driven by the ability of our executives to secure new contracts and to deliver services and solutions that add value relevant to our clients' current needs and challenges. The level of revenues we achieve is based on our ability to deliver market-leading services and solutions and to deploy skilled teams of professionals quickly and on a global basis.

Our results of operations are affected by economic conditions, including macroeconomic conditions and levels of business confidence. There continues to be significant volatility and economic and geopolitical uncertainty in many markets around the world, which may impact our business. We continue to monitor the impact of this volatility and uncertainty and seek to manage our costs in order to respond to changing conditions. There also continues to be volatility in foreign currency exchange rates. The majority of our net revenues are denominated in currencies other than the U.S. dollar, including the Euro and the U.K. pound. Unfavorable fluctuations in foreign currency exchange rates have had and could have in the future a material effect on our financial results.

Revenues before reimbursements ("net revenues") for fiscal 2017 increased 6% in U.S. dollars and 7% in local currency compared to fiscal 2016. Demand for our services and solutions continued to be strong, resulting in growth across most areas of our business. During fiscal 2017, revenue growth in local currency was very strong in Products and strong in Financial Services, while there was solid growth in Communications, Media & Technology and modest growth in Health & Public Service and Resources. We experienced very strong growth in Growth Markets and strong growth in Europe, while growth in North America moderated. Revenue growth in local currency was strong in both outsourcing and consulting during fiscal 2017. While the business environment remained competitive, pricing was relatively stable. We use the term "pricing" to mean the contract profitability or margin on the work that we sell.

In our consulting business, net revenues for fiscal 2017 increased 5% in U.S. dollars and 6% in local currency compared to fiscal 2016. Consulting revenue growth in local currency in fiscal 2017 was led by very strong growth in Products, as well as strong growth in Financial Services and modest growth in Communications, Media & Technology, while Health & Public Service and Resources had slight declines. Our consulting revenue growth continues to be driven by strong demand for digital-, cloud- and security-related services and assisting clients with the adoption of new technologies. In addition, clients continue to be focused on initiatives designed to deliver cost savings and operational efficiency, as well as projects to integrate their global operations and grow and transform their businesses.

In our outsourcing business, net revenues for fiscal 2017 increased 7% in U.S. dollars and 8% in local currency compared to fiscal 2016. Outsourcing revenue growth in local currency in fiscal 2017 was led by very strong growth in Products, as well as strong growth in Health & Public Service, Communications, Media & Technology and Financial Services and solid growth in Resources. We continue to experience growing demand to assist clients with cloud enablement and the operation and maintenance of digital-related services. In addition, clients continue to be focused on transforming their operations to improve effectiveness and cost efficiency.

As we are a global company, our revenues are denominated in multiple currencies and may be significantly affected by currency exchange rate fluctuations. If the U.S. dollar strengthens against other currencies, resulting in unfavorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be lower. If the U.S. dollar weakens against other currencies, resulting in favorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be higher. Compared to fiscal 2016, the U.S. dollar strengthened against various currencies during fiscal 2017, resulting in unfavorable currency translation and U.S. dollar revenue

growth that was approximately 1% lower than our revenue growth in local currency for the year. However, when compared to the three months ended August 31, 2016, the U.S. dollar weakened against various currencies resulting in minimal currency translation impact during the fourth quarter of fiscal 2017. Assuming that exchange rates stay within recent ranges, we estimate that our full fiscal 2018 revenue growth in U.S. dollars will be approximately 3% higher than our revenue growth in local currency.

The primary categories of operating expenses include Cost of services, Sales and marketing and General and administrative costs. Cost of services is primarily driven by the cost of client-service personnel, which consists mainly of compensation, subcontractor and other personnel costs, and non-payroll costs on outsourcing contracts. Cost of services includes a variety of activities such as: contract delivery; recruiting and training; software development; and integration of acquisitions. Sales and marketing costs are driven primarily by: compensation costs for business development activities; marketing- and advertising-related activities; and certain acquisition-related costs. General and administrative costs primarily include costs for non-client-facing personnel, information systems, office space and certain acquisition-related costs.

Utilization for fiscal 2017 was 91%, flat with fiscal 2016. We continue to hire to meet current and projected future demand. We proactively plan and manage the size and composition of our workforce and take actions as needed to address changes in the anticipated demand for our services and solutions, given that compensation costs are the most significant portion of our operating expenses. Based on current and projected future demand, we have increased our headcount, the majority of which serve our clients, to approximately 425,000 as of August 31, 2017, compared to approximately 384,000 as of August 31, 2016. The year-over-year increase in our headcount reflects an overall increase in demand for our services and solutions, as well as headcount added in connection with acquisitions. Attrition, excluding involuntary terminations, for fiscal 2017 was 14%, flat with fiscal 2016. We evaluate voluntary attrition, adjust levels of new hiring and use involuntary terminations as means to keep our supply of skills and resources in balance with changes in client demand. In addition, we adjust compensation in certain skill sets and geographies in order to attract and retain appropriate numbers of qualified employees. For the majority of our personnel, compensation increases become effective December 1st of each fiscal year. We strive to adjust pricing and/or the mix of resources to reduce the impact of compensation increases on our gross margin. Our ability to grow our revenues and maintain or increase our margin could be adversely affected if we are unable to: keep our supply of skills and resources in balance with changes in the types or amounts of services and solutions clients are demanding; recover increases in compensation; deploy our employees globally on a timely basis; manage attrition; and/or effectively assimilate and utilize new employees.

Gross margin (Net revenues less Cost of services before reimbursable expenses as a percentage of net revenues) for fiscal 2017 was 31.7%, compared with 31.3% for fiscal 2016. The increase in gross margin for fiscal 2017 was principally due to lower labor costs as a percentage of net revenues compared to the same period in fiscal 2016.

Sales and marketing and General and administrative costs as a percentage of net revenues were 16.9% for fiscal 2017, compared with 16.6% for fiscal 2016. We continuously monitor these costs and implement cost-management actions, as appropriate. For fiscal 2017 compared to fiscal 2016, Sales and marketing costs as a percentage of net revenues decreased 10 basis points, and General and administrative costs as a percentage of net revenues increased 40 basis points, principally due to higher technology and facilities costs, as well as higher acquisition-related costs.

During fiscal 2017, we recorded a \$510 million pension settlement charge and related \$198 million reduction in taxes for the U.S. pension plan termination. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating margin (Operating income as a percentage of Net revenues) for fiscal 2017 was 13.3%, compared with 14.6% for fiscal 2016. The pension settlement charge decreased operating margin by 150 basis points for fiscal 2017. Excluding the effect of the pension settlement charge, operating margin for fiscal 2017 would have been 14.8%.

During fiscal 2016, we recorded a \$548 million gain on sale of business and \$56 million in taxes related to the divestiture of our Navitaire business, as well as a \$301 million gain on sale of business and \$48 million in taxes related to the partial divestiture of our Duck Creek business. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

The effective tax rate for fiscal 2017 was 21.3%, compared with 22.4% for fiscal 2016. Absent the pension settlement charge and related taxes described above, our effective tax rate for fiscal 2017 would have been 23.0%. Absent the gain on sale of our Navitaire and Duck Creek businesses and related taxes described above, our effective tax rate for fiscal 2016 would have been 24.2%. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Diluted earnings per share were \$5.44 for fiscal 2017, compared with \$6.45 for fiscal 2016. The pension settlement charge, net of taxes, decreased diluted earnings per share by \$0.47 in fiscal 2017. The gain on sale of businesses, net of taxes, increased diluted earnings per share by \$1.11 in fiscal 2016. Excluding these impacts, diluted earnings per share would have been \$5.91 and \$5.34 for fiscal 2017 and 2016, respectively.

We have presented operating income, operating margin, effective tax rate and diluted earnings per share excluding the impacts of the fiscal 2017 pension settlement charge and the fiscal 2016 gain on sale of businesses, as we believe doing so facilitates understanding as to both the impacts of these items and our operating performance in comparison to the prior period.

Our operating income and diluted earnings per share are affected by currency exchange rate fluctuations on revenues and costs. Most of our costs are incurred in the same currency as the related net revenues. Where practical, we seek to manage foreign currency exposure for costs not incurred in the same currency as the related net revenues, such as the costs associated with our global delivery model, by using currency protection provisions in our customer contracts and through our hedging programs. We seek to manage our costs, taking into consideration the residual positive and negative effects of changes in foreign exchange rates on those costs. For more information on our hedging programs, see Note 7 (Derivative Financial Instruments) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Bookings and Backlog

New bookings for fiscal 2017 were \$37.4 billion, with consulting bookings of \$19.8 billion and outsourcing bookings of \$17.6 billion.

We provide information regarding our new bookings, which include new contracts, including those acquired through acquisitions, as well as renewals, extensions and changes to existing contracts, because we believe doing so provides useful trend information regarding changes in the volume of our new business over time. New bookings can vary significantly quarter to quarter depending in part on the timing of the signing of a small number of large outsourcing contracts. The types of services and solutions clients are demanding and the pace and level of their spending may impact the conversion of new bookings to revenues. For example, outsourcing bookings, which are typically for multi-year contracts, generally convert to revenue over a longer period of time compared to consulting bookings. Information regarding our new bookings is not comparable to, nor should it be substituted for, an analysis of our revenues over time. New bookings involve estimates and judgments. There are no third-party standards or requirements governing the calculation of bookings. We do not update our new bookings for material subsequent terminations or reductions related to bookings originally recorded in prior fiscal years. New bookings are recorded using then-existing foreign currency exchange rates and are not subsequently adjusted for foreign currency exchange rate fluctuations.

The majority of our contracts are terminable by the client on short notice, and some without notice. Accordingly, we do not believe it is appropriate to characterize bookings attributable to these contracts as backlog. Normally, if a client terminates a project, the client remains obligated to pay for commitments we have made to third parties in connection with the project, services performed and reimbursable expenses incurred by us through the date of termination.

Critical Accounting Policies and Estimates

The preparation of our Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenues and expenses. We continually evaluate our estimates, judgments and assumptions based on available information and experience. Because the use of estimates is inherent in the financial reporting process, actual results could differ from those estimates. Certain of our accounting policies require higher degrees of judgment than others in their application. These include certain aspects of accounting for revenue recognition and income taxes.

Revenue Recognition

Our contracts have different terms based on the scope, deliverables and complexity of the engagement, the terms of which frequently require us to make judgments and estimates in recognizing revenues. We have many types of contracts, including time-and-materials contracts, fixed-price contracts and contracts with features of both of these contract types. In addition, some contracts include incentives related to costs incurred, benefits produced or adherence to schedules that may increase the variability in revenues and margins earned on such contracts. We conduct rigorous reviews prior to signing such contracts to evaluate whether these incentives are reasonably achievable.

We recognize revenues from technology integration consulting contracts using the percentage-of-completion method of accounting, which involves calculating the percentage of services provided during the reporting period compared with the total estimated services to be provided over the duration of the contract. Our contracts for technology integration consulting services generally span six months to two years. Estimated revenues used in applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenues and costs are continuously monitored during the term of the contract, and recorded revenues and estimated costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenues and income and are reflected in the Consolidated Financial Statements in the periods in which they are first identified. If our estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the amount by which the estimated total direct and indirect costs of the contract exceed the estimated total revenues that will be generated by the contract and are included in Cost of services and classified in Other accrued liabilities.

Revenues from contracts for non-technology integration consulting services with fees based on time and materials or cost-plus are recognized as the services are performed and amounts are earned. We consider amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectibility is reasonably assured. In such contracts, our efforts, measured by time incurred, typically are provided in less than a year and represent the contractual milestones or output measure, which is the contractual earnings pattern. For non-technology integration consulting contracts with fixed fees, we recognize revenues as amounts become billable in accordance with contract terms, provided the billable amounts are not contingent, are consistent with the services delivered and are earned. Contingent or incentive revenues relating to non-technology integration consulting contracts are recognized when the contingency is satisfied and we conclude the amounts are earned.

Outsourcing contracts typically span several years and involve complex delivery, often through multiple workforces in different countries. In a number of these arrangements, we hire client employees and become responsible for certain client obligations. Revenues are recognized on outsourcing contracts as amounts become billable in accordance with contract terms, unless the amounts are billed in advance of performance of services, in which case revenues are recognized when the services are performed and amounts are earned. Revenues from time-and-materials or cost-plus contracts are recognized as the services are performed. In such contracts, our effort, measured by time incurred, represents the contractual milestones or output measure, which is the contractual earnings pattern. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from fixed-price contracts are recognized on a straight-line basis, unless revenues are earned and obligations are fulfilled in a different pattern. Outsourcing contracts can also include incentive payments for benefits delivered to clients. Revenues relating to such incentive payments are recorded when the contingency is satisfied and we conclude the amounts are earned. We continuously review and reassess our estimates of contract profitability. Circumstances that potentially affect profitability over the life of the contract include decreases in volumes of transactions or other inputs/outputs on which we are paid, failure to deliver agreed benefits, variances from planned internal/external costs to deliver our services and other factors affecting revenues and costs.

Costs related to delivering outsourcing services are expensed as incurred, with the exception of certain transition costs related to the set-up of processes, personnel and systems, which are deferred during the transition period and expensed evenly over the period outsourcing services are provided. The deferred costs are specific internal costs or

incremental external costs directly related to transition or set-up activities necessary to enable the outsourced services. Generally, deferred amounts are protected in the event of early termination of the contract and are monitored regularly for impairment. Impairment losses are recorded when projected remaining undiscounted operating cash flows of the related contract are not sufficient to recover the carrying amount of contract assets. Amounts billable to the client for transition or set-up activities are deferred and recognized as revenue evenly over the period outsourcing services are provided. Contract acquisition and origination costs are expensed as incurred.

We enter into contracts that may consist of multiple deliverables. These contracts may include any combination of technology integration consulting services, non-technology integration consulting services or outsourcing services described above. Revenues for contracts with multiple deliverables are allocated based on the lesser of the element's relative selling price or the amount that is not contingent on future delivery of another deliverable. The selling price of each deliverable is determined by obtaining third party evidence of the selling price for the deliverable and is based on the price charged when largely similar services are sold on a standalone basis by the Company to similarly situated customers. If the amount of non-contingent revenues allocated to a deliverable accounted for under the percentage-of-completion method of accounting is less than the costs to deliver such services, then such costs are deferred and recognized in future periods when the revenues become non-contingent. Revenues are recognized in accordance with our accounting policies for the separate deliverables when the services have value on a stand-alone basis, selling price of the separate deliverables exists and, in arrangements that include a general right of refund relative to the completed deliverable, performance of the in-process deliverable is considered probable and substantially in our control. While determining fair value and identifying separate deliverables require judgment, generally fair value and the separate deliverables are readily identifiable as we also sell those deliverables unaccompanied by other deliverables.

Revenues recognized in excess of billings are recorded as Unbilled services. Billings in excess of revenues recognized are recorded as Deferred revenues until revenue recognition criteria are met. Client prepayments (even if nonrefundable) are deferred and recognized over future periods as services are delivered or performed.

Our consulting revenues are affected by the number of work days in a fiscal quarter, which in turn is affected by the level of vacation days and holidays. Consequently, since our first and third quarters typically have approximately 5-10% more work days than our second and fourth quarters, our consulting revenues are typically higher in our first and third quarters than in our second and fourth quarters.

Net revenues include the margin earned on computer hardware, software and related services resale contracts, as well as revenues from alliance agreements, neither of which is material to us. Reimbursements include billings for travel and other out-of-pocket expenses and third-party costs, such as the cost of hardware, software and related services resales. In addition, Reimbursements include allocations from gross billings to record an amount equivalent to reimbursable costs, where billings do not specifically identify reimbursable expenses. We report revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Income Taxes

Determining the consolidated provision for income tax expense, income tax liabilities and deferred tax assets and liabilities involves judgment. Deferred tax assets and liabilities, measured using enacted tax rates, are recognized for the future tax consequences of temporary differences between the tax and financial statement bases of assets and liabilities. As a global company, we calculate and provide for income taxes in each of the tax jurisdictions in which we operate. This involves estimating current tax exposures in each jurisdiction as well as making judgments regarding the recoverability of deferred tax assets. Tax exposures can involve complex issues and may require an extended period to resolve. In assessing the realizability of deferred tax assets, we consider whether it is more likely than not that some portion or all of the deferred tax assets will not be realized and adjust the valuation allowances accordingly. Factors considered in making this determination include the period of expiration of the tax asset, planned use of the tax asset, tax planning strategies and historical and projected taxable income as well as tax liabilities for the tax jurisdiction in which the tax asset is located. Valuation allowances will be subject to change in each future reporting period as a result of changes in one or more of these factors. Changes in the geographic mix or estimated level of annual income before taxes can affect the overall effective tax rate.

We apply an estimated annual effective tax rate to our quarterly operating results to determine the interim provision for income tax expense. A change in judgment that impacts the measurement of a tax position taken in a prior year is recognized as a discrete item in the interim period in which the change occurs. In the event there is a significant unusual or infrequent item recognized in our quarterly operating results, the tax attributable to that item is recorded in the interim period in which it occurs.

No taxes have been provided on undistributed foreign earnings that are planned to be indefinitely reinvested. If future events, including material changes in estimates of cash, working capital and long-term investment requirements, necessitate that these earnings be distributed, an additional provision for taxes may apply, which could materially affect our future effective tax rate. During fiscal 2015, the Company distributed substantially all of the earnings of its U.S. subsidiaries that were previously considered indefinitely reinvested and recorded a tax liability of \$247 million for withholding taxes payable on this distribution. We currently do not foresee any event that would require us to distribute any remaining undistributed earnings. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

As a matter of course, we are regularly audited by various taxing authorities, and sometimes these audits result in proposed assessments where the ultimate resolution may result in us owing additional taxes. We establish tax liabilities or reduce tax assets for uncertain tax positions when, despite our belief that our tax return positions are appropriate and supportable under local tax law, we believe we may not succeed in realizing the tax benefit of certain positions if challenged. In evaluating a tax position, we determine whether it is more likely than not that the position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. Our estimate of the ultimate tax liability contains assumptions based on past experiences, judgments about potential actions by taxing jurisdictions as well as judgments about the likely outcome of issues that have been raised by taxing jurisdictions. The tax position is measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon settlement. We evaluate these uncertain tax positions each quarter and adjust the related tax liabilities or assets in light of changing facts and circumstances, such as the progress of a tax audit or the expiration of a statute of limitations. We believe the estimates and assumptions used to support our evaluation of uncertain tax positions are reasonable. However, final determinations of prior-year tax liabilities, either by settlement with tax authorities or expiration of statutes of limitations, could be materially different from estimates reflected in assets and liabilities and historical income tax provisions. The outcome of these final determinations could have a material effect on our income tax provision, net income, or cash flows in the period in which that determination is made. We believe our tax positions comply with applicable tax law and that we have adequately accounted for uncertain tax positions.

Revenues by Segment/Operating Group

Our five reportable operating segments are our operating groups, which are Communications, Media & Technology; Financial Services; Health & Public Service; Products; and Resources. Operating groups are managed on the basis of net revenues because our management believes net revenues are a better indicator of operating group performance than revenues. In addition to reporting net revenues by operating group, we also report net revenues by two types of work: consulting and outsourcing, which represent the services sold by our operating groups. Consulting net revenues, which include strategy, management and technology consulting and systems integration, reflect a finite, distinct project or set of projects with a defined outcome and typically a defined set of specific deliverables. Outsourcing net revenues typically reflect ongoing, repeatable services or capabilities provided to transition, run and/or manage operations of client systems or business functions.

From time to time, our operating groups work together to sell and implement certain contracts. The resulting revenues and costs from these contracts may be apportioned among the participating operating groups. Generally, operating expenses for each operating group have similar characteristics and are subject to the same factors, pressures and challenges. However, the economic environment and its effects on the industries served by our operating groups affect revenues and operating expenses within our operating groups to differing degrees. The mix between consulting and outsourcing is not uniform among our operating groups. Local currency fluctuations also tend to affect our operating groups differently, depending on the geographic concentrations and locations of their businesses.

While we provide discussion about our results of operations below, we cannot measure how much of our revenue growth in a particular period is attributable to changes in price or volume. Management does not track standard measures of unit or rate volume. Instead, our measures of volume and price are extremely complex, as each of our services contracts is unique, reflecting a customized mix of specific services that does not fit into standard comparability measurements. Revenue for our services is a function of the nature of each service to be provided, the skills required and the outcome sought, as well as estimated cost, risk, contract terms and other factors.

Results of Operations for Fiscal 2017 Compared to Fiscal 2016

Net revenues (by operating group, geographic region and type of work) and reimbursements were as follows:

	Fiscal		Percent Increase U.S. Dollars	Percent Increase Local Currency	Percent of Total Net Revenues for Fiscal	
	2017	2016			2017	2016
(in millions of U.S. dollars)						
OPERATING GROUPS						
Communications, Media & Technology	\$ 6,885	\$ 6,616	4%	4%	20%	20%
Financial Services	7,394	7,031	5	7	21	21
Health & Public Service	6,178	5,987	3	3	18	18
Products	9,500	8,395	13	14	27	26
Resources	4,847	4,839	—	1	14	15
Other	46	15	n/m	n/m	—	—
TOTAL NET REVENUES	34,850	32,883	6%	7%	100%	100%
Reimbursements	1,915	1,915	—			
TOTAL REVENUES	\$ 36,765	\$ 34,798	6%			
GEOGRAPHIC REGIONS						
North America	\$ 16,291	\$ 15,653	4%	4%	47%	48%
Europe	11,933	11,448	4	8	34	35
Growth Markets	6,626	5,781	15	12	19	17
TOTAL NET REVENUES	\$ 34,850	\$ 32,883	6%	7%	100%	100%
TYPE OF WORK						
Consulting	\$ 18,754	\$ 17,868	5%	6%	54%	54%
Outsourcing	16,096	15,015	7	8	46	46
TOTAL NET REVENUES	\$ 34,850	\$ 32,883	6%	7%	100%	100%

n/m = not meaningful

Amounts in table may not total due to rounding.

Our business in the United States represented 45%, 46% and 43% of our consolidated net revenues during fiscal 2017, 2016 and 2015, respectively. No other country individually comprised 10% or more of our consolidated net revenues during these periods.

Net Revenues

We have changed the structure of our Communications, Media & Technology operating group to reflect the continued convergence of the communications, media and entertainment industries, as well as the opportunity we are seeing in the software and platform sectors. The new structure includes the following industry groups: Communications & Media (Telecommunications, Cable, Broadcasting and Content & Publishing); Software & Platforms (Internet & Social and Software); and High Tech (Network Equipment Providers, Aerospace & Defense, Consumer Technology, Semiconductor, Medical Equipment and Enterprise Markets). The following net revenues commentary discusses local currency net revenue changes for fiscal 2017 compared to fiscal 2016:

Operating Groups

- Communications, Media & Technology net revenues increased 4% in local currency, led by Software & Platforms in North America, as well as growth across all industry groups in Growth Markets. This growth was partially offset by a decline in Communications & Media in Europe, as disruptions in the market continue to impact demand.
- Financial Services net revenues increased 7% in local currency, led by Banking & Capital Markets in Europe and Growth Markets.
- Health & Public Service net revenues increased 3% in local currency, driven by Public Service in Growth Markets and Europe.

- Products net revenues increased 14% in local currency, driven by very strong growth across all industry groups and geographic regions, led by Consumer Goods, Retail & Travel Services, as well as Life Sciences in North America and Industrial in Europe.
- Resources net revenues increased 1% in local currency, led by Utilities in Europe, partially offset by declines in Energy across all geographic regions.

Geographic Regions

- North America net revenues increased 4% in local currency, driven by the United States.
- Europe net revenues increased 8% in local currency, led by the United Kingdom and Germany, as well as France, Spain and Switzerland.
- Growth Markets net revenues increased 12% in local currency, led by Japan, as well as Australia, Singapore and China.

Operating Expenses

Operating expenses for fiscal 2017 increased \$2,146 million, or 7%, over fiscal 2016, and increased as a percentage of revenues to 87.4% from 86.2% during this period. Operating expenses before reimbursable expenses for fiscal 2017 increased \$2,145 million, or 8%, over fiscal 2016, and increased as a percentage of net revenues to 86.7% from 85.4% during this period.

Cost of Services

Cost of services for fiscal 2017 increased \$1,215 million, or 5%, over fiscal 2016, and decreased as a percentage of revenues to 70.0% from 70.5% during this period. Cost of services before reimbursable expenses for fiscal 2017 increased \$1,214 million, or 5%, over fiscal 2016, and decreased as a percentage of net revenues to 68.3% from 68.7% during this period. Gross margin for fiscal 2017 increased to 31.7% from 31.3% in fiscal 2016. The increase in gross margin for fiscal 2017 was principally due to lower labor costs as a percentage of net revenues, compared to fiscal 2016.

Sales and Marketing

Sales and marketing expense for fiscal 2017 increased \$174 million, or 5%, over fiscal 2016, and decreased as a percentage of net revenues to 10.8% from 10.9% during this period.

General and Administrative Costs

General and administrative costs for fiscal 2017 increased \$247 million, or 13%, over fiscal 2016, and increased as a percentage of net revenues to 6.1% from 5.7% during this period. The increase as a percentage of net revenues was principally due to higher technology and facilities costs, as well as higher acquisition-related costs.

Pension Settlement Charge

We recorded a pension settlement charge of \$510 million during fiscal 2017 as a result of the termination of our U.S. pension plan. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Income and Operating Margin

Operating income for fiscal 2017 decreased \$178 million, or 4%, from fiscal 2016. The pension settlement charge decreased operating margin by 150 basis points. Excluding the effect of this charge, operating margin for fiscal 2017 increased 20 basis points compared with fiscal 2016.

Operating income and operating margin for each of the operating groups were as follows:

	Fiscal				
	2017		2016		Increase (Decrease)
	Operating Income	Operating Margin	Operating Income	Operating Margin	
	(in millions of U.S. dollars)				
Communications, Media & Technology	\$ 1,049	15%	\$ 966	15%	\$ 83
Financial Services	1,207	16	1,128	16	80
Health & Public Service	773	13	807	13	(34)
Products	1,559	16	1,282	15	276
Resources	555	11	628	13	(73)
Pension Settlement Charge (1)	(510)	—	—	—	(510)
Operating Income (GAAP)	\$ 4,633	13.3%	\$ 4,810	14.6%	\$ (178)
Pension Settlement Charge (1)	510		—		510
Adjusted Operating Income (non-GAAP)	\$ 5,142	14.8%	\$ 4,810	14.6%	\$ 332

Amounts in table may not total due to rounding.

(1) Represents pension settlement charge related to the termination of our U.S. pension plan.

We estimate that the aggregate percentage impact of foreign currency exchange rates on our operating income during fiscal 2017 was similar to that disclosed for net revenue. In addition, during fiscal 2017, each operating group experienced higher costs associated with acquisition activity. The commentary below provides insight into other factors affecting operating group performance and operating margin for fiscal 2017 compared with fiscal 2016:

- Communications, Media & Technology operating income increased primarily due to revenue growth.
- Financial Services operating income increased primarily due to revenue growth.
- Health & Public Service operating income decreased primarily due to lower outsourcing contract profitability and a decline in consulting revenues.
- Products operating income increased principally due to very strong revenue growth, as well as higher consulting contract profitability.
- Resources operating income decreased due to lower consulting contract profitability and a decline in consulting revenue.

Other Income (Expense), net

Other income (expense), net primarily consists of foreign currency gains and losses as well as gains and losses associated with our investments in privately held companies. During fiscal 2017, other expense decreased \$31 million from fiscal 2016, primarily due to lower net foreign exchange losses.

Gain (Loss) on Sale of Businesses

We recorded a gain from the Navitaire divestiture of \$548 million and a gain from the Duck Creek partial divestiture of \$301 million during fiscal 2016. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Provision for Income Taxes

The effective tax rate for fiscal 2017 was 21.3%, compared with 22.4% for fiscal 2016. Absent the pension settlement charge of \$510 million and related tax impact of \$198 million, the effective tax rate for fiscal 2017 would have been 23.0%. Absent the gain on sale of businesses of \$849 million and related tax impact of \$104 million, the effective tax rate for fiscal 2016 would have been 24.2%. The effective tax rate for fiscal 2017 benefited from the final determination of prior-year U.S. taxes, other adjustments to prior year tax liabilities, and the recognition of excess tax benefits from share based payments as a result of our adoption of ASU No. 2016-09. This was partially offset by a net increase to prior-year non-U.S. tax liabilities, primarily related to a final assessment of prior-year taxes in Switzerland. The fiscal 2016 effective tax rate also benefited from the final determination of prior-year U.S. taxes. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

Net Income Attributable to Noncontrolling Interests

Net income attributable to noncontrolling interests reflects the income earned or expense incurred attributable to the equity interest that some current and former members of Accenture Leadership and their permitted transferees have in our Accenture Holdings plc and Accenture Canada Holdings Inc. subsidiaries. See “Business—Organizational Structure.” Net income attributable to Accenture plc represents the income attributable to the shareholders of Accenture plc. Noncontrolling interests also includes amounts primarily attributable to noncontrolling shareholders in our Avanade Inc. subsidiary.

Net income attributable to noncontrolling interests for fiscal 2017 decreased \$48 million, or 20%, from fiscal 2016. The decrease was due to lower net income of \$715 million, primarily driven by the pension settlement charge recorded during fiscal 2017 as well as the gain on sale of businesses recorded during fiscal 2016.

Earnings Per Share

Diluted earnings per share were \$5.44 for fiscal 2017, compared with \$6.45 for fiscal 2016. The \$1.01 decrease in our diluted earnings per share included both the impact of the pension settlement charge, net of taxes, which decreased diluted earnings per share for fiscal 2017 by \$0.47 and the impact of the gain on sale of businesses, net of taxes, which increased diluted earnings per share for fiscal 2016 by \$1.11. Excluding these impacts, diluted earnings per share would have been \$5.91 and \$5.34 for fiscal 2017 and 2016, respectively, an increase of \$0.57 due to increases of \$0.38 from higher revenues and operating results, \$0.09 from a lower effective tax rate, \$0.06 from lower weighted average shares outstanding and \$0.04 from lower non-operating expense. For information regarding our earnings per share calculations, see Note 2 (Earnings Per Share) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

Results of Operations for Fiscal 2016 Compared to Fiscal 2015

Net revenues (by operating group, geographic region and type of work) and reimbursements were as follows:

	Fiscal		Percent Increase (Decrease) U.S. Dollars	Percent Increase Local Currency	Percent of Total Net Revenues for Fiscal	
	2016	2015			2016	2015
(in millions of U.S. dollars)						
OPERATING GROUPS						
Communications, Media & Technology	\$ 6,616	\$ 6,349	4%	9%	20%	20%
Financial Services	7,031	6,635	6	11	21	21
Health & Public Service	5,987	5,463	10	12	18	18
Products	8,395	7,596	11	15	26	25
Resources	4,839	4,989	(3)	3	15	16
Other	15	17	n/m	n/m	—	—
TOTAL NET REVENUES	32,883	31,048	6%	10%	100%	100%
Reimbursements	1,915	1,866	3			
TOTAL REVENUES	\$ 34,798	\$ 32,914	6%			
GEOGRAPHIC REGIONS						
North America	\$ 15,653	\$ 14,209	10%	11%	48%	46%
Europe	11,448	10,930	5	11	35	35
Growth Markets	5,781	5,909	(2)	8	17	19
TOTAL NET REVENUES	\$ 32,883	\$ 31,048	6%	10%	100%	100%
TYPE OF WORK						
Consulting	\$ 17,868	\$ 16,204	10%	15%	54%	52%
Outsourcing	15,015	14,844	1	6	46	48
TOTAL NET REVENUES	\$ 32,883	\$ 31,048	6%	10%	100%	100%

n/m = not meaningful

Amounts in table may not total due to rounding.

Net Revenues

The following net revenues commentary discusses local currency net revenue changes for fiscal 2016 compared to fiscal 2015:

Operating Groups

- Communications, Media & Technology net revenues increased 9% in local currency. Net revenues reflected strong growth, driven by growth across all industry groups in North America and Growth Markets, as well as Media & Entertainment in Europe.
- Financial Services net revenues increased 11% in local currency. Net revenues reflected very strong growth, driven by growth in both industry groups across all geographic regions, led by Banking & Capital Markets in Europe.
- Health & Public Service net revenues increased 12% in local currency. Net revenues reflected very strong growth, driven by growth in both industry groups across all geographic regions, led by Public Service and Health in North America.
- Products net revenues increased 15% in local currency. Net revenues reflected very strong growth, driven by growth across all industry groups and geographic regions, led by Consumer Goods, Retail & Travel Services, as well as Industrial in Europe and Life Sciences in North America.

- Resources net revenues increased 3% in local currency. Net revenues reflected modest growth, as significant growth in Utilities across all geographic regions was largely offset by declines in Chemicals & Natural Resources in Growth Markets and North America and Energy in Europe and Growth Markets. We experienced lower or negative revenue growth in Chemicals & Natural Resources and Energy, principally due to economic challenges in these industries.

Geographic Regions

- North America net revenues increased 11% in local currency, driven by the United States.
- Europe net revenues increased 11% in local currency, driven by the United Kingdom, Italy, Switzerland, Spain, Germany and France.
- Growth Markets net revenues increased 8% in local currency, led by Japan, as well as China, India, South Africa and Mexico.

Operating Expenses

Operating expenses for fiscal 2016 increased \$1,509 million, or 5%, over fiscal 2015, and decreased as a percentage of revenues to 86.2% from 86.5% in fiscal 2015. Operating expenses before reimbursable expenses for fiscal 2016 increased \$1,460 million, or 5%, over fiscal 2015, and decreased as a percentage of net revenues to 85.4% from 85.7% in fiscal 2015.

Cost of Services

Cost of services for fiscal 2016 increased \$1,415 million, or 6%, over fiscal 2015, and increased as a percentage of revenues to 70.5% from 70.2% in fiscal 2015. Cost of services before reimbursable expenses for fiscal 2016 increased \$1,367 million, or 6%, over fiscal 2015, and increased as a percentage of net revenues to 68.7% from 68.4% in fiscal 2015. Gross margin for fiscal 2016 decreased to 31.3% from 31.6% in fiscal 2015. The reduction in gross margin for fiscal 2016 was principally due to higher labor costs and higher costs associated with acquisition activities compared to fiscal 2015.

Sales and Marketing

Sales and marketing expense for fiscal 2016 increased \$75 million, or 2%, over fiscal 2015, and decreased as a percentage of net revenues to 10.9% from 11.3% in fiscal 2015. The decrease as a percentage of net revenues was principally due to improved operational efficiency in our business development activities.

General and Administrative Costs

General and administrative costs for fiscal 2016 increased \$83 million, or 5%, over fiscal 2015, and decreased as a percentage of net revenues to 5.7% from 5.8% in fiscal 2015.

Pension Settlement Charge

We recorded a pension settlement charge of \$64 million during fiscal 2015 as a result of lump sum cash payments made from our U.S. defined benefit pension plan to former employees who elected to receive such payments. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Income and Operating Margin

Operating income for fiscal 2016 increased \$375 million, or 8%, over fiscal 2015. During fiscal 2015, we recorded a pension settlement charge of \$64 million, which decreased operating margin by 20 basis points. Excluding the effect of the fiscal 2015 pension settlement charge, operating margin for fiscal 2016 increased 10 basis points compared with fiscal 2015.

Operating income and operating margin for each of the operating groups were as follows:

	Fiscal				Increase (Decrease)
	2016		2015		
	Operating Income	Operating Margin	Operating Income	Operating Margin	
(in millions of U.S. dollars)					
Communications, Media & Technology	\$ 966	15%	\$ 884	14%	\$ 82
Financial Services	1,128	16	1,093	16	35
Health & Public Service	807	13	713	13	94
Products	1,282	15	1,098	14	184
Resources	628	13	713	14	(85)
Pension Settlement Charge (1)	—	—	(64)	—	64
Operating Income (GAAP)	\$ 4,810	14.6%	\$ 4,436	14.3%	\$ 374
Pension Settlement Charge (1)	—		64		(64)
Adjusted Operating Income (non-GAAP)	\$ 4,810	14.6%	\$ 4,500	14.5%	\$ 310

Amounts in table may not total due to rounding.

- (1) Represents pension settlement charge related to lump sum cash payment from plan assets offered to eligible former employees.

We estimate that the aggregate percentage impact of foreign currency exchange rates on our operating income during fiscal 2016 was similar to that disclosed for net revenue. In addition, during fiscal 2016, each operating group experienced higher costs associated with acquisition activity. The commentary below provides insight into other factors affecting operating group performance and operating margin for fiscal 2016 compared with fiscal 2015:

- Communications, Media & Technology operating income increased primarily due to higher contract profitability and consulting revenue growth.
- Financial Services operating income increased primarily due to consulting revenue growth.
- Health & Public Service operating income increased due to revenue growth and higher contract profitability.
- Products operating income increased due to very significant consulting revenue growth and lower sales and marketing costs as a percentage of net revenues.
- Resources operating income decreased due to lower outsourcing contract profitability, partially offset by lower sales and marketing costs as a percentage of net revenues.

Other Income (Expense), net

Other income (expense), net primarily consists of foreign currency gains and losses as well as gains and losses associated with our investments in privately held companies. During fiscal 2016, Other expense, net increased \$25 million over fiscal 2015, primarily due to higher net foreign exchange losses, including losses incurred on the devaluation of the Nigerian Naira.

Gain (Loss) on Sale of Businesses

We recorded a gain from the Navitaire divestiture of \$548 million and a gain from the Duck Creek partial divestiture of \$301 million during fiscal 2016. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Provision for Income Taxes

The effective tax rate for fiscal 2016 was 22.4%, compared with 25.8% for fiscal 2015. Absent the \$849 million gain on sale of businesses and related \$104 million in taxes recorded during fiscal 2016, the effective tax rate for fiscal 2016 would have been 24.2%. Absent the \$64 million pension settlement charge and related \$25 million in taxes recorded during fiscal 2015, the effective tax rate for fiscal 2015 would have been 26.0%. The effective tax rate for fiscal 2016 benefited from a final determination of U.S. federal taxes for fiscal 2012. The effective tax rate for fiscal 2015 benefited from a final determination of U.S. federal taxes for fiscal years 2010 and 2011. This was offset by expenses associated with an increase in deferred tax liabilities during fiscal 2015, when we concluded that certain undistributed earnings of our U.S. subsidiaries would no longer be considered indefinitely reinvested. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Net Income Attributable to Noncontrolling Interests

Net income attributable to noncontrolling interests reflects the income earned or expense incurred attributable to the equity interest that some current and former members of Accenture Leadership and their permitted transferees have in our Accenture Holdings plc and Accenture Canada Holdings Inc. subsidiaries. See "Business—Organizational Structure." Net income attributable to Accenture plc represents the income attributable to the shareholders of Accenture plc. Noncontrolling interests also includes amounts primarily attributable to noncontrolling shareholders in our Avanade Inc. subsidiary.

Net income attributable to noncontrolling interests for fiscal 2016 increased \$18 million, or 8%, over fiscal 2015. The increase was due to higher net income of \$1,076 million, primarily driven by the gain on sale of businesses, partially offset by a reduction in the Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares average noncontrolling ownership interest during fiscal 2016.

Earnings Per Share

Diluted earnings per share were \$6.45 for fiscal 2016, compared with \$4.76 for fiscal 2015. The \$1.69 increase in our diluted earnings per share included the impact of the gain on sale of businesses, net of taxes, which increased diluted earnings per share for fiscal 2016 by \$1.11 and the impact of the pension settlement charge, net of taxes, which decreased diluted earnings per share for fiscal 2015 by \$0.06. Excluding these impacts, diluted earnings per share for fiscal 2016 increased \$0.52 compared with fiscal 2015, due to increases of \$0.34 from higher revenues and operating results, \$0.13 from a lower effective tax rate and \$0.08 from lower weighted average shares outstanding. These increases were partially offset by a decrease of \$0.03 from higher non-operating expense. For information regarding our earnings per share calculations, see Note 2 (Earnings Per Share) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Liquidity and Capital Resources

Our primary sources of liquidity are cash flows from operations, available cash reserves and debt capacity available under various credit facilities. In the fourth quarter of fiscal 2017, we entered into agreements that will allow us to establish a commercial paper program for short-term borrowings of up to \$1.0 billion, backed by our syndicated loan facility. In addition, we could raise additional funds through other public or private debt or equity financings. We may use our available or additional funds to, among other things:

- facilitate purchases, redemptions and exchanges of shares and pay dividends;
- acquire complementary businesses or technologies;
- take advantage of opportunities, including more rapid expansion; or
- develop new services and solutions.

As of August 31, 2017, Cash and cash equivalents were \$4.1 billion, compared with \$4.9 billion as of August 31, 2016.

Cash flows from operating, investing and financing activities, as reflected in our Consolidated Cash Flows Statements, are summarized in the following table:

	Fiscal			2017 to 2016 Change
	2017	2016	2015	
	(in millions of U.S. dollars)			
Net cash provided by (used in):				
Operating activities	\$ 4,973	\$ 4,667	\$ 4,176	\$ 306
Investing activities	(2,234)	(610)	(1,170)	(1,624)
Financing activities	(3,560)	(3,489)	(3,286)	(71)
Effect of exchange rate changes on cash and cash equivalents	42	(23)	(280)	65
Net increase (decrease) in cash and cash equivalents	<u>\$ (779)</u>	<u>\$ 545</u>	<u>\$ (561)</u>	<u>\$ (1,324)</u>

Amounts in table may not total due to rounding.

Operating activities: The year-over-year increase in operating cash flow was due to higher net income in fiscal 2017 after excluding the non-cash impact of the pension settlement charge in fiscal 2017 and the gain on sale of businesses in fiscal 2016 (proceeds from divestitures are reflected in investing activities).

Investing activities: Cash used in investing activities increased \$1,624 million year-over-year, due to higher spending on business acquisitions and investments in fiscal 2017. Additionally, in fiscal 2016, spending on business acquisitions and investments was largely offset by proceeds from the Navitaire divestiture and Duck Creek partial divestiture. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Financing activities: The \$71 million increase in cash used was primarily due to an increase in cash dividends paid, partially offset by an increase in proceeds from share issuances. For additional information, see Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

We believe that our current and longer-term working capital, investments and other general corporate funding requirements will be satisfied for the next twelve months and thereafter through cash flows from operations and, to the extent necessary, from our borrowing facilities and future financial market activities.

Substantially all of our cash is held in jurisdictions where there are no regulatory restrictions or material tax effects on the free flow of funds. Domestic cash inflows for our Irish parent, principally dividend distributions from lower-tier subsidiaries, have been sufficient to meet our historic cash requirements, and we expect this to continue into the future.

Borrowing Facilities

See Note 8 (Borrowings and Indebtedness) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Share Purchases and Redemptions

We intend to continue to use a significant portion of cash generated from operations for share repurchases during fiscal 2018. The number of shares ultimately repurchased under our open-market share purchase program may vary depending on numerous factors, including, without limitation, share price and other market conditions, our ongoing capital allocation planning, the levels of cash and debt balances, other demands for cash, such as acquisition activity, general economic and/or business conditions, and board and management discretion. Additionally, as these factors may change over the course of the year, the amount of share repurchase activity during any particular period cannot be predicted and may fluctuate from time to time. Share repurchases may be made from time to time through open-market purchases, in respect of purchases and redemptions of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares, through the use of Rule 10b5-1 plans and/or by other means. The repurchase program may be accelerated, suspended, delayed or discontinued at any time, without notice. For additional information, see Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Subsequent Developments

See Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Obligations and Commitments

As of August 31, 2017, we had the following obligations and commitments to make future payments under contracts, contractual obligations and commercial commitments:

Contractual Cash Obligations (1)	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(in millions of U.S. dollars)				
Long-term debt	\$ 25	\$ 3	\$ 8	\$ 10	\$ 4
Operating leases	3,707	562	958	758	1,429
Retirement obligations (2)	103	11	22	21	49
Purchase obligations and other commitments (3)	157	67	87	3	—
Total	\$ 3,992	\$ 643	\$ 1,075	\$ 792	\$ 1,482

- (1) The liability related to unrecognized tax benefits has been excluded from the contractual obligations table because a reasonable estimate of the timing and amount of cash outflows from future tax settlements cannot be determined. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."
- (2) Amounts represent projected payments under certain unfunded retirement plans for former pre-incorporation partners. Given these plans are unfunded, we pay these benefits directly. These plans were eliminated for active partners after May 15, 2001.
- (3) Other commitments include, among other things, information technology, software support and maintenance obligations, as well as other obligations in the ordinary course of business that we cannot cancel or where we would be required to pay a termination fee in the event of cancellation. Amounts shown do not include recourse that we may have to recover termination fees or penalties from clients.

Off-Balance Sheet Arrangements

In the normal course of business and in conjunction with some client engagements, we have entered into contractual arrangements through which we may be obligated to indemnify clients with respect to certain matters. To date, we have not been required to make any significant payment under any of these arrangements. For further discussion of these transactions, see Note 15 (Commitments and Contingencies) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Recently Adopted and New Accounting Pronouncements

See Note 1 (Summary of Significant Accounting Policies) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

All of our market risk sensitive instruments were entered into for purposes other than trading.

Foreign Currency Risk

We are exposed to foreign currency risk in the ordinary course of business. We hedge material cash flow exposures when feasible using forward contracts. These instruments are subject to fluctuations in foreign currency exchange rates and credit risk. Credit risk is managed through careful selection and ongoing evaluation of the financial institutions utilized as counterparties.

Certain of these hedge positions are undesignated hedges of balance sheet exposures such as intercompany loans and typically have maturities of less than one year. These hedges—primarily U.S. dollar/Euro, U.S. dollar/Indian rupee, U.S. dollar/Japanese yen, U.S. dollar/U.K. pound, U.S. dollar/Swiss franc, U.S. dollar/Australian dollar, U.S. dollar/Philippine peso and U.S. dollar/Swedish krona—are intended to offset remeasurement of the underlying assets and liabilities. Changes in the fair value of these derivatives are recorded in Other expense, net in the Consolidated Income Statement. Additionally, we have hedge positions that are designated cash flow hedges of certain intercompany charges relating to our global delivery model. These hedges—U.S. dollar/Indian rupee, U.S. dollar/Philippine peso, Euro/Indian rupee, U.K. pound/Indian rupee, Australian dollar/Indian rupee and Japanese yen/Chinese yuan, which typically have maturities not exceeding three years—are intended to partially offset the impact of foreign currency movements on future costs relating to our global delivery resources. For additional information, see Note 7 (Derivative Financial Instruments) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

For designated cash flow hedges, gains and losses currently recorded in Accumulated other comprehensive loss will be reclassified into earnings at the time when certain anticipated intercompany charges are accrued as Cost of services. As of August 31, 2017, it was anticipated that approximately \$112 million of net gains, net of tax, currently recorded in Accumulated other comprehensive loss will be reclassified into Cost of services within the next 12 months.

We use sensitivity analysis to determine the effects that market foreign currency exchange rate fluctuations may have on the fair value of our hedge portfolio. The sensitivity of the hedge portfolio is computed based on the market value of future cash flows as affected by changes in exchange rates. This sensitivity analysis represents the hypothetical changes in value of the hedge position and does not reflect the offsetting gain or loss on the underlying exposure. A 10% change in the levels of foreign currency exchange rates against the U.S. dollar (or other base currency of the hedge if not a U.S. dollar hedge) with all other variables held constant would have resulted in a change in the fair value of our hedge instruments of approximately \$494 million and \$328 million as of August 31, 2017 and 2016, respectively.

Interest Rate Risk

The interest rate risk associated with our borrowing and investing activities as of August 31, 2017 is not material in relation to our consolidated financial position, results of operations or cash flows. While we may do so in the future, we have not used derivative financial instruments to alter the interest rate characteristics of our investment holdings or debt instruments.

Other Market Risk

The privately held companies in which we invest are often in a start-up or development stage, which is inherently risky. The technologies or products these companies have under development are typically in the early stages and may never materialize, which could result in a loss of a substantial part of our investment in these companies. The evaluation of privately held companies is based on information that we request from these companies, which is not subject to the same disclosure regulations as U.S. publicly traded companies, and as such, the basis for these evaluations is subject to the timing and accuracy of the data received from these companies. We have minimal exposure on our long-term investments in privately held companies as these investments were insignificant as of August 31, 2017.

Equity Price Risk

The equity price risk associated with our marketable equity securities that are subject to market price volatility is not material in relation to our consolidated financial position, results of operations or cash flows.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See the Index to Consolidated Financial Statements and financial statements commencing on page F-1, which are incorporated herein by reference.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and our principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based on that evaluation, the principal executive officer and the principal financial officer of Accenture plc have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that:

- i. pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;
- ii. provide reasonable assurance that the transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of management and our Board of Directors; and
- iii. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate due to changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control—Integrated Framework (2013). Based on its evaluation, our management concluded that our internal control over financial reporting was effective as of the end of the fiscal year covered by this Annual Report on Form 10-K.

KPMG LLP, an independent registered public accounting firm, has audited the Consolidated Financial Statements included in this Annual Report on Form 10-K and, as part of their audit, has issued its attestation report, included herein, on the effectiveness of our internal control over financial reporting. See "Report of Independent Registered Public Accounting Firm" on page F-2.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting that occurred during the fourth quarter of fiscal 2017 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

There have been no material changes to the procedures by which security holders may recommend nominees to our Board of Directors from those described in the proxy statement for our Annual General Meeting of Shareholders filed with the SEC on December 15, 2016.

Information about our executive officers is contained in the discussion entitled “Executive Officers of the Registrant” in Part I of this Form 10-K. The remaining information called for by Item 10 will be included in the sections captioned “Re-Appointment of Directors,” “Corporate Governance” and “Beneficial Ownership” included in the definitive proxy statement relating to the 2018 Annual General Meeting of Shareholders of Accenture plc to be held on February 7, 2018 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company’s 2017 fiscal year covered by this Form 10-K.

ITEM 11. EXECUTIVE COMPENSATION

The information called for by Item 11 will be included in the sections captioned “Executive Compensation” and “Director Compensation” included in the definitive proxy statement relating to the 2018 Annual General Meeting of Shareholders of Accenture plc to be held on February 7, 2018 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company’s 2017 fiscal year covered by this Form 10-K.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS

Securities Authorized for Issuance under Equity Compensation Plans

The following table sets forth, as of August 31, 2017, certain information related to our compensation plans under which Accenture plc Class A ordinary shares may be issued.

Plan Category	Number of Shares to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Shares Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in 1st Column)
Equity compensation plans approved by shareholders:			
2001 Share Incentive Plan	161,304 (1)	\$ 34.8655	—
Amended and Restated 2010 Share Incentive Plan	21,596,794 (2)	48.1050	15,049,324
Amended and Restated 2010 Employee Share Purchase Plan	—	N/A	41,316,448
Equity compensation plans not approved by shareholders	—	N/A	—
Total	21,758,098		56,365,772

(1) Consists of 149,336 restricted share units and 11,968 stock options.

(2) Consists of 21,593,043 restricted share units and 3,751 stock options.

The remaining information called for by Item 12 will be included in the section captioned “Beneficial Ownership” included in the definitive proxy statement relating to the 2018 Annual General Meeting of Shareholders of Accenture plc to be held on February 7, 2018 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company’s 2017 fiscal year covered by this Form 10-K.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information called for by Item 13 will be included in the section captioned “Corporate Governance” included in the definitive proxy statement relating to the 2018 Annual General Meeting of Shareholders of Accenture plc to be held on February 7, 2018 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company’s 2017 fiscal year covered by this Form 10-K.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information called for by Item 14 will be included in the section captioned “Audit” included in the definitive proxy statement relating to the 2018 Annual General Meeting of Shareholders of Accenture plc to be held on February 7, 2018 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company’s 2017 fiscal year covered by this Form 10-K.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) List of documents filed as part of this report:

1. Financial Statements as of August 31, 2017 and August 31, 2016 and for the three years ended August 31, 2017 —Included in Part II of this Form 10-K:

Consolidated Balance Sheets
Consolidated Income Statements
Consolidated Statements of Comprehensive Income
Consolidated Shareholders' Equity Statements
Consolidated Cash Flows Statements
Notes to Consolidated Financial Statements

2. Financial Statement Schedules:

None

3. Exhibit Index:

Exhibit Number	Exhibit
3.1	Amended and Restated Memorandum and Articles of Association of Accenture plc (incorporated by reference to Exhibit 3.1 to Accenture plc's 8-K filed on February 3, 2016)
3.2	Certificate of Incorporation of Accenture plc (incorporated by reference to Exhibit 3.2 to Accenture plc's 8-K12B filed on September 1, 2009 (the "8-K12B"))
10.1	Form of Voting Agreement, dated as of April 18, 2001, among Accenture Ltd and the covered persons party thereto as amended and restated as of February 3, 2005 (incorporated by reference to Exhibit 9.1 to the Accenture Ltd February 28, 2005 10-Q (File No. 001-16565) (the "February 28, 2005 10-Q"))
10.2	Assumption Agreement of the Amended and Restated Voting Agreement, dated September 1, 2009 (incorporated by reference to Exhibit 10.4 to the 8-K12B)
10.3*	Form of Non-Competition Agreement, dated as of April 18, 2001, among Accenture Ltd and certain employees (incorporated by reference to Exhibit 10.2 to the Accenture Ltd Registration Statement on Form S-1 (File No. 333-59194) filed on April 19, 2001 (the "April 19, 2001 Form S-1"))
10.4	Assumption and General Amendment Agreement between Accenture plc and Accenture Ltd, dated September 1, 2009 (incorporated by reference to Exhibit 10.1 to the 8-K12B)
10.5*	2001 Share Incentive Plan (incorporated by reference to Exhibit 10.3 to the Accenture Ltd Registration Statement on Form S-1/A (File No. 333-59194) filed on July 12, 2001)
10.6*	Amended and Restated 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.1 to Accenture plc's 8-K filed on February 3, 2016)
10.7*	Amended and Restated 2010 Employee Share Purchase Plan (incorporated by reference to Exhibit 10.2 to Accenture plc's 8-K filed on February 3, 2016)
10.8	Memorandum and Articles of Association and Deed Poll of Accenture Holdings plc (incorporated by reference to Exhibit 3.1 to Accenture Holdings plc's 8-K12G3 filed on August 26, 2015 (the "8-K12G3"))
10.9	Form of Accenture SCA Transfer Rights Agreement, dated as of April 18, 2001, among Accenture SCA and the covered persons party thereto as amended and restated as of February 3, 2005 (incorporated by reference to Exhibit 10.2 to the February 28, 2005 10-Q)
10.10*	Form of Non-Competition Agreement, dated as of April 18, 2001, among Accenture SCA and certain employees (incorporated by reference to Exhibit 10.7 to the April 19, 2001 Form S-1)
10.11	Form of Letter Agreement, dated April 18, 2001, between Accenture SCA and certain shareholders of Accenture SCA (incorporated by reference to Exhibit 10.8 to the April 19, 2001 Form S-1)
10.12	Form of Support Agreement, dated as of May 23, 2001, between Accenture Ltd and Accenture Canada Holdings Inc. (incorporated by reference to Exhibit 10.9 to the Accenture Ltd Registration Statement on Form S-1/A (the "July 2, 2001 Form S-1/A"))
10.13	First Supplemental Agreement to Support Agreement among Accenture plc, Accenture Ltd and Accenture Canada Holdings Inc., dated September 1, 2009 (incorporated by reference to Exhibit 10.2 to the 8-K12B)
10.14*	Employment Agreement between Accenture SAS and Pierre Nanterme dated as of June 20, 2013 (incorporated by reference to Exhibit 10.2 to the May 31, 2013 10-Q)

- 10.15* Form of Employment Agreement of executive officers in the United States (incorporated by reference to [Exhibit 10.3 to the February 28, 2013 10-Q](#))
- 10.16* Form of Employment Agreement of executive officers in the United Kingdom (incorporated by reference to [Exhibit 10.16 to the August 31, 2013 10-K](#))
- 10.17* Form of Employment Agreement of executive officers in Singapore (incorporated by reference to [Exhibit 10.17 to the August 31, 2015 10-K](#))
- 10.18 Form of Articles of Association of Accenture Canada Holdings Inc. (incorporated by reference to [Exhibit 10.11 to the July 2, 2001 Form S-1/A](#))
- 10.19 Articles of Amendment to Articles of Association of Accenture Canada Holdings Inc. (incorporated by reference to [Exhibit 10.21 to the August 31, 2013 10-K](#))
- 10.20 Form of Exchange Trust Agreement by and between Accenture Ltd and Accenture Canada Holdings Inc. and CIBC Mellon Trust Company, made as of May 23, 2001 (incorporated by reference to [Exhibit 10.12 to the July 2, 2001 Form S-1/A](#))
- 10.21 First Supplemental Agreement to Exchange Trust Agreement among Accenture plc, Accenture Ltd, Accenture Canada Holdings Inc. and Accenture Inc., dated September 1, 2009 (incorporated by reference to [Exhibit 10.3 to the 8-K12B](#))
- 10.22* Form of Key Executive Performance-Based Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.2 to the February 28, 2017 10-Q](#))
- 10.23* Form of Key Executive Performance-Based Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.4 to the February 29, 2016 10-Q](#))
- 10.24* Form of Accenture Leadership Performance Equity Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.3 to the February 28, 2017 10-Q](#))
- 10.25* Form of Accenture Leadership Performance Equity Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.5 to the February 29, 2016 10-Q](#))
- 10.26* Form of Voluntary Equity Investment Program Matching Grant Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.4 to the February 28, 2017 10-Q](#))
- 10.27* Form of Voluntary Equity Investment Program Matching Grant Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.6 to the February 29, 2016 10-Q](#))
- 10.28* Form of Amendment to the Senior Officer Performance Equity Award Restricted Share Unit Agreement, the Accenture Leadership Performance Equity Award Restricted Share Unit Agreement and the Voluntary Equity Investment Program Matching Grant Restricted Share Unit Agreement (incorporated by reference to [Exhibit 10.31 to the August 31, 2016 10-K](#))
- 10.29* Form of Restricted Share Unit Agreement for director grants pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.7 to the February 29, 2016 10-Q](#))
- 10.30* Accenture LLP Leadership Separation Benefits Plan ([filed herewith](#))
- 10.31* Description of Global Annual Bonus Plan ([filed herewith](#))
- 10.32* Form of Indemnification Agreement, between Accenture International S.à.r.l. and the indemnitee party thereto (incorporated by reference to [Exhibit 10.5 to the 8-K12B](#))
- 10.33* Form of Indemnification Agreement, between Accenture Holdings plc, Accenture LLP and the indemnitee party thereto (incorporated by reference to [Exhibit 10.1 of the 8-K12G3](#))
- 21.1 Subsidiaries of the Registrant ([filed herewith](#))
- 23.1 Consent of KPMG LLP ([filed herewith](#))
- 23.2 Consent of KPMG LLP related to the Accenture plc 2010 Employee Share Purchase Plan ([filed herewith](#))
- 24.1 Power of Attorney (included on the signature page hereto)
- 31.1 Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 ([filed herewith](#))
- 31.2 Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 ([filed herewith](#))

- 32.1 Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ([furnished herewith](#))
- 32.2 Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ([furnished herewith](#))
- 99.1 Amended and Restated Accenture plc 2010 Employee Share Purchase Plan Financial Statements ([filed herewith](#))
- 101 The following financial information from Accenture plc's Annual Report on Form 10-K for the fiscal year ended August 31, 2017, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of August 31, 2017 and August 31, 2016, (ii) Consolidated Income Statements for the years ended August 31, 2017, 2016 and 2015, (iii) Consolidated Statements of Comprehensive Income for the years ended August 31, 2017, 2016 and 2015, (iv) Consolidated Shareholders' Equity Statement for the years ended August 31, 2017, 2016 and 2015, (v) Consolidated Cash Flows Statements for the years ended August 31, 2017, 2016 and 2015, and (vi) the Notes to Consolidated Financial Statements

(*) Indicates management contract or compensatory plan or arrangement.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

ITEM 16. FORM 10-K SUMMARY

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf on October 26, 2017 by the undersigned, thereunto duly authorized.

ACCENTURE PLC

By: /s/ PIERRE NANTERME

Name: Pierre Nanterme
Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Pierre Nanterme, David P. Rowland and Joel Unruch, and each of them, as his or her true and lawful attorneys-in-fact and agents, with power to act with or without the others and with full power of substitution and resubstitution, to do any and all acts and things and to execute any and all instruments which said attorneys and agents and each of them may deem necessary or desirable to enable the registrant to comply with the U.S. Securities Exchange Act of 1934, as amended, and any rules, regulations and requirements of the U.S. Securities and Exchange Commission thereunder in connection with the registrant's Annual Report on Form 10-K for the fiscal year ended August 31, 2017 (the "Annual Report"), including specifically, but without limiting the generality of the foregoing, power and authority to sign the name of the registrant and the name of the undersigned, individually and in his or her capacity as a director or officer of the registrant, to the Annual Report as filed with the U.S. Securities and Exchange Commission, to any and all amendments thereto, and to any and all instruments or documents filed as part thereof or in connection therewith; and each of the undersigned hereby ratifies and confirms all that said attorneys and agents and each of them shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on October 26, 2017 by the following persons on behalf of the registrant and in the capacities indicated.

<u>Signature</u>	<u>Title</u>
<u>/s/ PIERRE NANTERME</u> Pierre Nanterme	Chief Executive Officer, Chairman of the Board and Director (principal executive officer)
<u>/s/ DAVID P. ROWLAND</u> David P. Rowland	Chief Financial Officer (principal financial officer)
<u>/s/ RICHARD P. CLARK</u> Richard P. Clark	Chief Accounting Officer (principal accounting officer)
<u>/s/ JAIME ARDILA</u> Jaime Ardila	Director
<u>/s/ CHARLES GIANCARLO</u> Charles Giancarlo	Director

<hr/> <i>/s/</i> HERBERT HAINER <hr/> Herbert Hainer	Director
<hr/> <i>/s/</i> WILLIAM L. KIMSEY <hr/> William L. Kimsey	Director
<hr/> <i>/s/</i> MARJORIE MAGNER <hr/> Marjorie Magner	Director
<hr/> <i>/s/</i> NANCY MCKINSTRY <hr/> Nancy McKinstry	Director
<hr/> <i>/s/</i> GILLES C. PÉLISSON <hr/> Gilles C. Pélisson	Director
<hr/> <i>/s/</i> PAULA A. PRICE <hr/> Paula A. Price	Director
<hr/> <i>/s/</i> ARUN SARIN <hr/> Arun Sarin	Director
<hr/> <i>/s/</i> FRANK K. TANG <hr/> Frank K. Tang	Director
<hr/> <i>/s/</i> TRACEY T. TRAVIS <hr/> Tracey T. Travis	Director

ACCENTURE PLC
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Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders

Accenture plc:

We have audited the accompanying consolidated balance sheets of Accenture plc and its subsidiaries as of August 31, 2017 and 2016, and the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended August 31, 2017. We also have audited Accenture plc's internal control over financial reporting as of August 31, 2017, based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Accenture plc's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting (Item 9A). Our responsibility is to express an opinion on these consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the consolidated financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Accenture plc and its subsidiaries as of August 31, 2017 and 2016, and the results of their operations and their cash flows for each of the years in the three-year period ended August 31, 2017, in conformity with U.S. generally accepted accounting principles. Also in our opinion, Accenture plc maintained, in all material respects, effective internal control over financial reporting as of August 31, 2017, based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

/s/ KPMG LLP

Chicago, Illinois
October 26, 2017

ACCENTURE PLC
CONSOLIDATED BALANCE SHEETS
August 31, 2017 and 2016
(In thousands of U.S. dollars, except share and per share amounts)

ASSETS	August 31, 2017	August 31, 2016
CURRENT ASSETS:		
Cash and cash equivalents	\$ 4,126,860	\$ 4,905,609
Short-term investments	3,011	2,875
Receivables from clients, net	4,569,214	4,072,180
Unbilled services, net	2,316,043	2,150,219
Other current assets	1,082,161	845,339
Total current assets	<u>12,097,289</u>	<u>11,976,222</u>
NON-CURRENT ASSETS:		
Unbilled services, net	40,938	68,145
Investments	211,610	198,633
Property and equipment, net	1,140,598	956,542
Goodwill	5,002,352	3,609,437
Deferred contract costs	755,871	733,219
Deferred income taxes, net	2,214,901	2,077,312
Other non-current assets	1,226,331	989,494
Total non-current assets	<u>10,592,601</u>	<u>8,632,782</u>
TOTAL ASSETS	<u><u>\$ 22,689,890</u></u>	<u><u>\$ 20,609,004</u></u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt and bank borrowings	\$ 2,907	\$ 2,773
Accounts payable	1,525,065	1,280,821
Deferred revenues	2,669,520	2,364,728
Accrued payroll and related benefits	4,060,364	4,040,751
Accrued consumption taxes	383,391	358,359
Income taxes payable	708,485	362,963
Other accrued liabilities	474,547	468,529
Total current liabilities	<u>9,824,279</u>	<u>8,878,924</u>
NON-CURRENT LIABILITIES:		
Long-term debt	22,163	24,457
Deferred revenues	663,248	754,812
Retirement obligation	1,408,759	1,494,789
Deferred income taxes, net	137,098	111,020
Income taxes payable	574,780	850,709
Other non-current liabilities	349,363	304,917
Total non-current liabilities	<u>3,155,411</u>	<u>3,540,704</u>
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Ordinary shares, par value 1.00 euros per share, 40,000 shares authorized and issued as of August 31, 2017 and August 31, 2016	57	57
Class A ordinary shares, par value \$0.0000225 per share, 20,000,000,000 shares authorized, 638,965,789 and 654,202,813 shares issued as of August 31, 2017 and August 31, 2016, respectively	14	15
Class X ordinary shares, par value \$0.0000225 per share, 1,000,000,000 shares authorized, 20,531,383 and 21,917,155 shares issued and outstanding as of August 31, 2017 and August 31, 2016, respectively	—	—
Restricted share units	1,095,026	1,004,128
Additional paid-in capital	3,516,399	2,924,729
Treasury shares, at cost: Ordinary, 40,000 shares as of August 31, 2017 and August 31, 2016; Class A ordinary, 23,408,811 and 33,529,739 shares as of August 31, 2017 and August 31, 2016, respectively	(1,649,090)	(2,591,907)
Retained earnings	7,081,855	7,879,960
Accumulated other comprehensive loss	(1,094,784)	(1,661,720)
Total Accenture plc shareholders' equity	<u>8,949,477</u>	<u>7,555,262</u>
Noncontrolling interests	760,723	634,114
Total shareholders' equity	<u>9,710,200</u>	<u>8,189,376</u>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u><u>\$ 22,689,890</u></u>	<u><u>\$ 20,609,004</u></u>

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED INCOME STATEMENTS
For the Years Ended August 31, 2017, 2016 and 2015
(In thousands of U.S. dollars, except share and per share amounts)

	2017	2016	2015
REVENUES:			
Revenues before reimbursements ("Net revenues")	\$ 34,850,182	\$ 32,882,723	\$ 31,047,931
Reimbursements	1,915,296	1,914,938	1,866,493
Revenues	36,765,478	34,797,661	32,914,424
OPERATING EXPENSES:			
Cost of services:			
Cost of services before reimbursable expenses	23,819,690	22,605,296	21,238,692
Reimbursable expenses	1,915,296	1,914,938	1,866,493
Cost of services	25,734,986	24,520,234	23,105,185
Sales and marketing	3,754,313	3,580,439	3,505,045
General and administrative costs	2,133,777	1,886,543	1,803,943
Pension settlement charge	509,793	—	64,382
Total operating expenses	32,132,869	29,987,216	28,478,555
OPERATING INCOME	4,632,609	4,810,445	4,435,869
Interest income	37,940	30,484	33,991
Interest expense	(15,545)	(16,258)	(14,578)
Other income (expense), net	(38,720)	(69,922)	(44,752)
Gain (loss) on sale of businesses	(252)	848,823	—
INCOME BEFORE INCOME TAXES	4,616,032	5,603,572	4,410,530
Provision for income taxes	981,100	1,253,969	1,136,741
NET INCOME	3,634,932	4,349,603	3,273,789
Net income attributable to noncontrolling interests in Accenture Holdings plc and Accenture Canada Holdings Inc.	(149,131)	(195,560)	(178,925)
Net income attributable to noncontrolling interests – other	(40,652)	(42,151)	(41,283)
NET INCOME ATTRIBUTABLE TO ACCENTURE PLC	<u>\$ 3,445,149</u>	<u>\$ 4,111,892</u>	<u>\$ 3,053,581</u>
Weighted average Class A ordinary shares:			
Basic	620,104,250	624,797,820	626,799,586
Diluted	660,463,227	667,770,274	678,757,070
Earnings per Class A ordinary share:			
Basic	\$ 5.56	\$ 6.58	\$ 4.87
Diluted	\$ 5.44	\$ 6.45	\$ 4.76
Cash dividends per share	\$ 2.42	\$ 2.20	\$ 2.04

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For the Years Ended August 31, 2017, 2016 and 2015
(In thousands of U.S. dollars)

	<u>2017</u>	<u>2016</u>	<u>2015</u>
NET INCOME	\$ 3,634,932	\$ 4,349,603	\$ 3,273,789
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX:			
Foreign currency translation	149,920	(66,459)	(528,908)
Defined benefit plans	368,885	(285,885)	7,524
Cash flow hedges	46,624	101,299	(17,079)
Marketable securities	1,507	1,297	(1,561)
OTHER COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO ACCENTURE PLC	<u>566,936</u>	<u>(249,748)</u>	<u>(540,024)</u>
Other comprehensive income (loss) attributable to noncontrolling interests	31,724	(7,881)	10,160
COMPREHENSIVE INCOME	<u>\$ 4,233,592</u>	<u>\$ 4,091,974</u>	<u>\$ 2,743,925</u>
COMPREHENSIVE INCOME ATTRIBUTABLE TO ACCENTURE PLC	\$ 4,012,085	\$ 3,862,144	\$ 2,513,557
Comprehensive income attributable to noncontrolling interests	221,507	229,830	230,368
COMPREHENSIVE INCOME	<u>\$ 4,233,592</u>	<u>\$ 4,091,974</u>	<u>\$ 2,743,925</u>

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS
For the Years Ended August 31, 2017, 2016 and 2015
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Balance as of August 31, 2014	\$ 57	40	\$ 18	786,869	\$ 1	28,057	\$ 921,586	\$ 3,347,392	\$ (9,423,202)	(158,410)	\$ 11,758,131	\$ (871,948)	\$ 5,732,035	\$ 553,302	\$ 6,285,337
Net income											3,053,581		3,053,581	220,208	3,273,789
Other comprehensive income (loss)												(540,024)	(540,024)	10,160	(529,864)
Income tax benefit on share-based compensation plans								202,868					202,868		202,868
Purchases of Class A ordinary shares								112,476	(2,273,933)	(25,449)			(2,161,457)	(112,476)	(2,273,933)
Share-based compensation expense							634,195	46,134					680,329		680,329
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares					(4,722)			(170,168)					(170,168)	(8,888)	(179,056)
Issuances of Class A ordinary shares:															
Employee share programs				11,649			(575,979)	878,939	224,735	5,763			527,695	26,454	554,149
Upon redemption of Accenture Holdings plc ordinary shares				6,240				29,815					29,815	(29,815)	—
Dividends							51,401				(1,328,188)		(1,276,787)	(76,684)	(1,353,471)
Other, net								69,354			(13,516)		55,838	(68,415)	(12,577)
Balance as of August 31, 2015	\$ 57	40	\$ 18	804,758	\$ 1	23,335	\$ 1,031,203	\$ 4,516,810	\$ (11,472,400)	(178,096)	\$ 13,470,008	\$ (1,411,972)	\$ 6,133,725	\$ 513,846	\$ 6,647,571

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS — (continued)
For the Years Ended August 31, 2017, 2016, and 2015
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Net income											4,111,892		4,111,892	237,711	4,349,603
Other comprehensive income (loss)												(249,748)	(249,748)	(7,881)	(257,629)
Income tax benefit on share-based compensation plans								112,562					112,562		112,562
Purchases of Class A ordinary shares								103,760	(2,532,796)	(23,848)			(2,429,036)	(103,760)	(2,532,796)
Cancellation of treasury shares			(4)	(163,016)				(2,923,579)	11,199,016	163,016	(8,275,433)		—		—
Share-based compensation expense							701,923	56,253					758,176		758,176
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares				(1)	(1,418)			(68,481)					(68,482)	(3,711)	(72,193)
Issuances of Class A ordinary shares:															
Employee share programs			1	11,686			(785,141)	1,138,304	214,273	5,358			567,437	23,920	591,357
Upon redemption of Accenture Holdings plc ordinary shares				775				3,541					3,541	(3,541)	—
Dividends							51,137				(1,423,316)		(1,372,179)	(65,959)	(1,438,138)
Other, net							5,006	(14,441)			(3,191)		(12,626)	43,489	30,863
Balance as of August 31, 2016	\$ 57	40	\$ 15	654,203	\$ —	21,917	\$ 1,004,128	\$ 2,924,729	\$ (2,591,907)	(33,570)	\$ 7,879,960	\$ (1,661,720)	\$ 7,555,262	\$ 634,114	\$ 8,189,376

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS — (continued)
For the Years Ended August 31, 2017, 2016, and 2015
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Net income											3,445,149		3,445,149	189,783	3,634,932
Other comprehensive income (loss)												566,936	566,936	31,724	598,660
Purchases of Class A ordinary shares								98,039	(2,552,880)	(21,258)			(2,454,841)	(98,039)	(2,552,880)
Cancellation of treasury shares			(1)	(26,858)				(413,509)	3,014,356	26,858	(2,600,846)		—		—
Share-based compensation expense							755,011	40,224					795,235		795,235
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares					(1,386)			(92,160)					(92,160)	(4,011)	(96,171)
Issuances of Class A ordinary shares:															
Employee share programs				10,861			(715,790)	975,322	481,341	4,521	(90,612)		650,261	25,784	676,045
Upon redemption of Accenture Holdings plc ordinary shares				760				5,595					5,595	(5,595)	—
Dividends							51,677				(1,550,411)		(1,498,734)	(68,844)	(1,567,578)
Other, net							—	(21,841)			(1,385)		(23,226)	55,807	32,581
Balance as of August 31, 2017	\$ 57	40	\$ 14	638,966	\$ —	20,531	\$ 1,095,026	\$ 3,516,399	\$ (1,649,090)	(23,449)	\$ 7,081,855	\$ (1,094,784)	\$ 8,949,477	\$ 760,723	\$ 9,710,200

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED CASH FLOWS STATEMENTS
For the Years Ended August 31, 2017, 2016 and 2015
(In thousands of U.S. dollars)

	<u>2017</u>	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 3,634,932	\$ 4,349,603	\$ 3,273,789
Adjustments to reconcile Net income to Net cash provided by operating activities—			
Depreciation, amortization and asset impairments	801,789	729,052	645,923
Share-based compensation expense	795,235	758,176	680,329
Pension settlement charge	460,908	—	64,382
(Gain) loss on sale of businesses	252	(848,823)	—
Deferred income taxes, net	(364,133)	65,940	(459,109)
Other, net	88,123	(53,706)	(237,876)
Change in assets and liabilities, net of acquisitions—			
Receivables from clients, net	(169,714)	(177,156)	(158,990)
Unbilled services, current and non-current, net	96,392	(192,912)	(268,135)
Other current and non-current assets	(415,568)	(655,876)	(400,524)
Accounts payable	173,712	72,626	113,548
Deferred revenues, current and non-current	(38,954)	302,738	182,836
Accrued payroll and related benefits	(117,725)	386,018	586,548
Income taxes payable, current and non-current	15,721	(158,970)	189,063
Other current and non-current liabilities	12,069	90,690	(35,621)
Net cash provided by (used in) operating activities	<u>4,973,039</u>	<u>4,667,400</u>	<u>4,176,163</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment	(515,919)	(496,566)	(395,017)
Purchases of businesses and investments, net of cash acquired	(1,704,188)	(932,542)	(791,704)
Proceeds from the sale of businesses and investments, net of cash transferred	(24,035)	814,538	10,553
Proceeds from sales of property and equipment	10,263	4,220	5,784
Net cash provided by (used in) investing activities	<u>(2,233,879)</u>	<u>(610,350)</u>	<u>(1,170,384)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of ordinary shares	676,045	591,357	554,149
Purchases of shares	(2,649,051)	(2,604,989)	(2,452,989)
Proceeds from (repayments of) long-term debt, net	(2,120)	(1,059)	701
Cash dividends paid	(1,567,578)	(1,438,138)	(1,353,471)
Other, net	(17,531)	(36,389)	(34,712)
Net cash provided by (used in) financing activities	<u>(3,560,235)</u>	<u>(3,489,218)</u>	<u>(3,286,322)</u>
Effect of exchange rate changes on cash and cash equivalents	42,326	(22,989)	(279,996)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	<u>(778,749)</u>	<u>544,843</u>	<u>(560,539)</u>
CASH AND CASH EQUIVALENTS, beginning of period	<u>4,905,609</u>	<u>4,360,766</u>	<u>4,921,305</u>
CASH AND CASH EQUIVALENTS, end of period	<u>\$ 4,126,860</u>	<u>\$ 4,905,609</u>	<u>\$ 4,360,766</u>
SUPPLEMENTAL CASH FLOW INFORMATION:			
Interest paid	\$ 15,751	\$ 16,285	\$ 14,810
Income taxes paid	\$ 1,288,788	\$ 1,425,480	\$ 1,433,538

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS****(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)****1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES****Description of Business**

Accenture plc is one of the world's leading organizations providing consulting, technology and outsourcing services and operates globally with one common brand and business model designed to enable it to provide clients around the world with the same high level of service. Drawing on a combination of industry and functional expertise, technology capabilities and alliances, and global delivery resources, Accenture plc seeks to provide differentiated services that help clients measurably improve their business performance and create sustainable value for their customers and stakeholders. Accenture plc's global delivery model enables it to provide an end-to-end delivery capability by drawing on its global resources to deliver high-quality, cost-effective solutions to clients.

Basis of Presentation

The Consolidated Financial Statements include the accounts of Accenture plc, an Irish company, and its controlled subsidiary companies (collectively, the "Company"). Accenture plc's only business is to hold ordinary and deferred shares in, and to act as the controlling shareholder of, its subsidiary, Accenture Holdings plc, an Irish public limited company. The Company operates its business through Accenture Holdings plc and subsidiaries of Accenture Holdings plc. Accenture plc controls Accenture Holdings plc's management and operations and consolidates Accenture Holdings plc's results in its Consolidated Financial Statements.

On April 10, 2015, Accenture Holdings plc was incorporated in Ireland, as a public limited company, in order to further consolidate Accenture's presence in Ireland. On August 26, 2015, Accenture SCA merged with and into Accenture Holdings plc, with Accenture Holdings plc as the surviving entity. This merger was a transaction between entities under common control and had no effect on the Company's Consolidated Financial Statements.

All references to Accenture Holdings plc included in this report with respect to periods prior to August 26, 2015 reflect the activity and/or balances of Accenture SCA (the predecessor of Accenture Holdings plc). The shares of Accenture Holdings plc and Accenture Canada Holdings Inc. held by persons other than the Company are treated as a noncontrolling interest in the Consolidated Financial Statements. The noncontrolling interest percentages were 4% as of both August 31, 2017 and 2016.

All references to years, unless otherwise noted, refer to the Company's fiscal year, which ends on August 31. For example, a reference to "fiscal 2017" means the 12-month period that ended on August 31, 2017. All references to quarters, unless otherwise noted, refer to the quarters of the Company's fiscal year.

The preparation of the Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect amounts reported in the Consolidated Financial Statements and accompanying disclosures. Although these estimates are based on management's best knowledge of current events and actions that the Company may undertake in the future, actual results may be different from those estimates.

Revenue Recognition

Revenues from contracts for technology integration consulting services where the Company designs/redesigns, builds and implements new or enhanced systems applications and related processes for its clients are recognized on the percentage-of-completion method, which involves calculating the percentage of services provided during the reporting period compared to the total estimated services to be provided over the duration of the contract. Contracts for technology integration consulting services generally span six months to two years. Estimated revenues used in applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenues and costs are continuously monitored during the term of the contract, and recorded revenues and estimated costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenues and income and are reflected in the Consolidated Financial Statements in the periods in which they are first identified. If the Company's estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the amount by which the estimated total direct and indirect costs of the contract exceed the estimated total revenues that will be generated by the contract and are included in Cost of services and classified in Other accrued liabilities.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Revenues from contracts for non-technology integration consulting services with fees based on time and materials or cost-plus are recognized as the services are performed and amounts are earned. The Company considers amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectibility is reasonably assured. In such contracts, the Company's efforts, measured by time incurred, typically are provided in less than a year and represent the contractual milestones or output measure, which is the contractual earnings pattern. For non-technology integration consulting contracts with fixed fees, the Company recognizes revenues as amounts become billable in accordance with contract terms, provided the billable amounts are not contingent, are consistent with the services delivered and are earned. Contingent or incentive revenues relating to non-technology integration consulting contracts are recognized when the contingency is satisfied and the Company concludes the amounts are earned.

Outsourcing contracts typically span several years and involve complex delivery, often through multiple workforces in different countries. In a number of these arrangements, the Company hires client employees and becomes responsible for certain client obligations. Revenues are recognized on outsourcing contracts as amounts become billable in accordance with contract terms, unless the amounts are billed in advance of performance of services, in which case revenues are recognized when the services are performed and amounts are earned. Revenues from time-and-materials or cost-plus contracts are recognized as the services are performed. In such contracts, the Company's effort, measured by time incurred, represents the contractual milestones or output measure, which is the contractual earnings pattern. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from fixed-price contracts are recognized on a straight-line basis, unless revenues are earned and obligations are fulfilled in a different pattern. Outsourcing contracts can also include incentive payments for benefits delivered to clients. Revenues relating to such incentive payments are recorded when the contingency is satisfied and the Company concludes the amounts are earned.

Costs related to delivering outsourcing services are expensed as incurred with the exception of certain transition costs related to the set-up of processes, personnel and systems, which are deferred during the transition period and expensed evenly over the period outsourcing services are provided. The deferred costs are specific internal costs or incremental external costs directly related to transition or set-up activities necessary to enable the outsourced services. Generally, deferred amounts are protected in the event of early termination of the contract and are monitored regularly for impairment. Impairment losses are recorded when projected remaining undiscounted operating cash flows of the related contract are not sufficient to recover the carrying amount of contract assets. Deferred transition costs were \$739,212 and \$709,444 as of August 31, 2017 and 2016, respectively, and are included in Deferred contract costs. Deferred transition amortization expense for fiscal 2017, 2016 and 2015 was \$289,555, \$283,434 and \$234,985, respectively. Amounts billable to the client for transition or set-up activities are deferred and recognized as revenue evenly over the period outsourcing services are provided. Deferred transition revenues were \$606,095 and \$604,674 as of August 31, 2017 and 2016, respectively, and are included in non-current Deferred revenues. Contract acquisition and origination costs are expensed as incurred.

The Company enters into contracts that may consist of multiple deliverables. These contracts may include any combination of technology integration consulting services, non-technology integration consulting services or outsourcing services described above. Revenues for contracts with multiple deliverables are allocated based on the lesser of the element's relative selling price or the amount that is not contingent on future delivery of another deliverable. The selling price of each deliverable is determined by obtaining third party evidence of the selling price for the deliverable and is based on the price charged when largely similar services are sold on a standalone basis by the Company to similarly situated customers. If the amount of non-contingent revenues allocated to a deliverable accounted for under the percentage-of-completion method of accounting is less than the costs to deliver such services, then such costs are deferred and recognized in future periods when the revenues become non-contingent. Revenues are recognized in accordance with the Company's accounting policies for the separate deliverables when the services have value on a stand-alone basis, selling price of the separate deliverables exists and, in arrangements that include a general right of refund relative to the completed deliverable, performance of the in-process deliverable is considered probable and substantially in the Company's control. While determining fair value and identifying separate deliverables require judgment, generally fair value and the separate deliverables are readily identifiable as the Company also sells those deliverables unaccompanied by other deliverables.

Revenues recognized in excess of billings are recorded as Unbilled services. Billings in excess of revenues recognized are recorded as Deferred revenues until revenue recognition criteria are met. Client prepayments (even if nonrefundable) are deferred and recognized over future periods as services are delivered or performed.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Revenues before reimbursements (“net revenues”) include the margin earned on computer hardware, software and related services resale, as well as revenues from alliance agreements. Reimbursements include billings for travel and other out-of-pocket expenses and third-party costs, such as the cost of hardware, software and related services resale. In addition, Reimbursements include allocations from gross billings to record an amount equivalent to reimbursable costs, where billings do not specifically identify reimbursable expenses. The Company reports revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Employee Share-Based Compensation Arrangements

Share-based compensation expense is recognized over the requisite service period for awards of equity instruments to employees based on the grant date fair value of those awards expected to ultimately vest. Forfeitures are estimated on the date of grant and revised if actual or expected forfeiture activity differs materially from original estimates.

Income Taxes

The Company calculates and provides for income taxes in each of the tax jurisdictions in which it operates. Deferred tax assets and liabilities, measured using enacted tax rates, are recognized for the future tax consequences of temporary differences between the tax and financial statement bases of assets and liabilities. A valuation allowance reduces the deferred tax assets to the amount that is more likely than not to be realized. The Company establishes liabilities or reduces assets for uncertain tax positions when the Company believes those tax positions are not more likely than not of being sustained if challenged. Each fiscal quarter, the Company evaluates these uncertain tax positions and adjusts the related tax assets and liabilities in light of changing facts and circumstances.

Translation of Non-U.S. Currency Amounts

Assets and liabilities of non-U.S. subsidiaries whose functional currency is not the U.S. dollar are translated into U.S. dollars at fiscal year-end exchange rates. Revenue and expense items are translated at average foreign currency exchange rates prevailing during the fiscal year. Translation adjustments are included in Accumulated other comprehensive loss. Gains and losses arising from intercompany foreign currency transactions that are of a long-term investment nature are reported in the same manner as translation adjustments.

Cash and Cash Equivalents

Cash and cash equivalents consist of all cash balances and liquid investments with original maturities of three months or less, including certificates of deposit and time deposits. Cash and cash equivalents also include restricted cash of \$45,547 and \$45,478 as of August 31, 2017 and 2016, respectively, which primarily relates to cash held to meet certain insurance requirements. As a result of certain subsidiaries’ cash management systems, checks issued but not presented to the banks for payment may create negative book cash balances. Such negative balances are classified as Current portion of long term debt and bank borrowings.

Client Receivables, Unbilled Services and Allowances

The Company records its client receivables and unbilled services at their face amounts less allowances. On a periodic basis, the Company evaluates its receivables and unbilled services and establishes allowances based on historical experience and other currently available information. As of August 31, 2017 and 2016, total allowances recorded for client receivables and unbilled services were \$74,450 and \$79,440, respectively. The allowance reflects the Company’s best estimate of collectibility risks on outstanding receivables and unbilled services. In limited circumstances, the Company agrees to extend financing to certain clients. The terms vary by contract, but generally payment for services is contractually linked to the achievement of specified performance milestones.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**Concentrations of Credit Risk**

The Company's financial instruments, consisting primarily of cash and cash equivalents, foreign currency exchange rate instruments, client receivables and unbilled services, are exposed to concentrations of credit risk. The Company places its cash and cash equivalents and foreign exchange instruments with highly-rated financial institutions, limits the amount of credit exposure with any one financial institution and conducts ongoing evaluations of the credit worthiness of the financial institutions with which it does business. Client receivables are dispersed across many different industries and countries; therefore, concentrations of credit risk are limited.

Investments

All liquid investments with an original maturity greater than three months but less than one year are considered to be short-term investments. Non-current investments are primarily non-marketable equity securities of privately held companies and are accounted for using either the equity or cost methods of accounting, in accordance with the requirements of Accounting Standards Codification ("ASC") 323, Investments—Equity Method and Joint Ventures. Marketable securities are classified as available-for-sale investments and reported at fair value with changes in unrealized gains and losses recorded as a separate component of Accumulated other comprehensive loss until realized. Interest and amortization of premiums and discounts for debt securities are included in Interest income.

Cost method investments are periodically assessed for other-than-temporary impairment. For investments in privately held companies, if there are no identified events or circumstances that would have a significant adverse effect on the fair value of the investment, the fair value is not estimated. If an investment is deemed to have experienced an other-than-temporary decline below its cost basis, the Company reduces the carrying amount of the investment to its quoted or estimated fair value, as applicable, and establishes a new cost basis for the investment.

Property and Equipment

Property and equipment is stated at cost, net of accumulated depreciation. Depreciation of property and equipment is computed on a straight-line basis over the following estimated useful lives:

Computers, related equipment and software	2 to 7 years
Furniture and fixtures	5 to 10 years
Leasehold improvements	Lesser of lease term or 15 years

Goodwill

Goodwill represents the excess of the purchase price of an acquired entity over the fair value of net assets acquired. The Company reviews the recoverability of goodwill by reportable operating segment annually, or more frequently when indicators of impairment exist. Based on the results of its annual impairment analysis, the Company determined that no impairment existed as of August 31, 2017 or 2016, as each reportable operating segment's estimated fair value substantially exceeded its carrying value.

Long-Lived Assets

Long-lived assets, including deferred contract costs and identifiable intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or group of assets may not be recoverable. Recoverability of long-lived assets or groups of assets is assessed based on a comparison of the carrying amount to the estimated future net cash flows. If estimated future undiscounted net cash flows are less than the carrying amount, the asset is considered impaired and a loss is recorded equal to the amount required to reduce the carrying amount to fair value.

Intangible assets with finite lives are generally amortized using the straight-line method over their estimated economic useful lives, ranging from one to fifteen years.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Operating Expenses

Selected components of operating expenses were as follows:

	Fiscal		
	2017	2016	2015
Research and development costs	\$ 704,317	\$ 643,407	\$ 625,541
Advertising costs	79,883	80,601	79,899
Provision for (release of) doubtful accounts (1)	10,117	15,312	(10,336)

(1) For additional information, see “Client Receivables, Unbilled Services and Allowances”.

Recently Adopted Accounting Pronouncement

On September 1, 2016, the Company early adopted Financial Accounting Standards Board (“FASB”) Accounting Standards Update (“ASU”) No. 2016-09, Improvements to Employee Share-Based Payment Accounting, which simplifies the accounting for share-based payment transactions. The new guidance requires excess tax benefits and tax deficiencies to be recorded in the income statement when the awards vest or are settled. The standard clarifies that all cash payments made on an employee’s behalf for withheld shares should be presented as a financing activity on the Company’s cash flows statement and provides an accounting policy election to account for forfeitures as they occur. In addition, cash flows related to excess tax benefits will no longer be separately classified as a financing activity apart from other income tax cash flows.

The primary impact of the adoption of the ASU on the Company’s Consolidated Financial Statements was the recognition of excess tax benefits in the provision for income taxes rather than Additional paid-in capital, which reduced income tax expense by \$99,649 in fiscal 2017. The Company elected to continue to estimate forfeitures expected to occur to determine the amount of compensation cost to be recognized in each period. The Company also elected to retrospectively apply the presentation requirements for cash flows related to excess tax benefits for all periods presented, which resulted in an increase to both net cash provided by operating activities and net cash used in financing activities of \$92,285 and \$84,026 during fiscal 2016 and 2015, respectively. The presentation requirement for cash flows related to employee taxes paid for withheld shares had no impact to any of the periods presented in the Company’s consolidated cash flows statements since these cash flows have historically been presented as a financing activity.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

New Accounting Pronouncements

The following standards, issued by the FASB, will, or are expected to, result in a change in practice and/or have a financial impact to the Company's Consolidated Financial Statements:

Standard	Description	Accenture Adoption Date	Impact on the Financial Statements or Other Significant Matters
2016-16: Income Taxes: Intra-Entity Transfers of Assets Other Than Inventory	The guidance requires an entity to recognize the income tax consequences of intra-entity transfers, other than inventory, when the transfer occurs. Under current guidance in U.S. GAAP, in the case of depreciable or amortizable assets, the income tax consequences are deferred at the time of the intra-entity transfer and recognized as the assets are depreciated or amortized. The guidance requires modified retrospective transition with a cumulative catch-up adjustment to opening retained earnings in the period of adoption.	September 1, 2018	The adoption of this ASU will require the Company to record deferred tax assets on its Consolidated Balance Sheet at the beginning of fiscal 2019. The deferred tax assets, which could be up to \$2.1 billion, represent income tax consequences of prior intra-entity transfers of assets, which currently are recognized over the expected life of the assets. Beginning in fiscal 2019, the Company will recognize incremental income tax expense as these deferred tax assets are utilized. Initially, this could represent approximately a 3.5 percentage point increase in the annual effective tax rate. However, the actual impact of adoption will depend on numerous factors, including activity for fiscal 2018 and management's expectations regarding recoverability of the related deferred taxes. Adoption will not have any impact on cash flows.
2016-02: Leases	The guidance amends existing guidance to require lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by leases and to disclose additional quantitative and qualitative information about leasing arrangements. The guidance requires a modified retrospective method upon adoption.	September 1, 2019	While the Company is continuing to assess the potential impact of this ASU, it currently believes the most significant impact relates to its accounting for office space operating leases. The Company anticipates this ASU will have a material impact on its Consolidated Balance Sheets but will not have a material impact on its other Consolidated Financial Statements or footnotes.
2014-09: (Accounting Standard Codification 606), Revenue from Contracts with Customers and related updates	The guidance replaces most existing revenue recognition guidance in U.S. GAAP. The core principle of the ASU is that an entity should recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services. The ASU requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments. The guidance allows for both retrospective and modified retrospective methods of adoption.	September 1, 2018	The Company performed an initial assessment of the impact of the ASU and developed a transition plan, including necessary changes to policies, processes, and internal controls as well as system enhancements to generate the information necessary for the new disclosures. The project is on schedule for adoption on September 1, 2018 and the Company will apply the modified retrospective method. The Company expects revenue recognition across its portfolio of services to remain largely unchanged. However, the Company expects to recognize revenue earlier than it does under current guidance in a few areas, including accounting for variable fees and for certain consulting services, which will be recognized over time rather than at a point in time. While the Company has not finalized its assessment of the impact of the ASU, based on the analysis completed to date, the Company does not currently anticipate that the ASU will have a material impact on its Consolidated Financial Statements.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

2. EARNINGS PER SHARE

Basic and diluted earnings per share were calculated as follows:

	Fiscal		
	2017	2016	2015
Basic Earnings per share			
Net income attributable to Accenture plc	\$ 3,445,149	\$ 4,111,892	\$ 3,053,581
Basic weighted average Class A ordinary shares	620,104,250	624,797,820	626,799,586
Basic earnings per share	<u>\$ 5.56</u>	<u>\$ 6.58</u>	<u>\$ 4.87</u>
Diluted Earnings per share			
Net income attributable to Accenture plc	\$ 3,445,149	\$ 4,111,892	\$ 3,053,581
Net income attributable to noncontrolling interests in Accenture Holdings plc and Accenture Canada Holdings Inc. (1)	149,131	195,560	178,925
Net income for diluted earnings per share calculation	<u>\$ 3,594,280</u>	<u>\$ 4,307,452</u>	<u>\$ 3,232,506</u>
Basic weighted average Class A ordinary shares	620,104,250	624,797,820	626,799,586
Class A ordinary shares issuable upon redemption/exchange of noncontrolling interests (1)	28,107,510	29,712,982	36,693,816
Diluted effect of employee compensation related to Class A ordinary shares	12,082,241	13,105,585	15,094,672
Diluted effect of share purchase plans related to Class A ordinary shares	169,226	153,887	168,996
Diluted weighted average Class A ordinary shares	<u>660,463,227</u>	<u>667,770,274</u>	<u>678,757,070</u>
Diluted earnings per share	<u>\$ 5.44</u>	<u>\$ 6.45</u>	<u>\$ 4.76</u>

- (1) Diluted earnings per share assumes the redemption of all Accenture Holdings plc ordinary shares owned by holders of noncontrolling interests and the exchange of all Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares, on a one-for-one basis. The income effect does not take into account “Net income attributable to noncontrolling interests—other,” since those shares are not redeemable or exchangeable for Accenture plc Class A ordinary shares.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

3. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table summarizes the changes in the accumulated balances for each component of accumulated other comprehensive loss attributable to Accenture plc:

	Fiscal		
	2017	2016	2015
Foreign currency translation			
Beginning balance	\$ (919,963)	\$ (853,504)	\$ (324,596)
Foreign currency translation	164,073	(67,884)	(524,729)
Income tax benefit (expense)	(988)	2,120	6,520
Portion attributable to noncontrolling interests	(13,165)	(695)	(10,699)
Foreign currency translation, net of tax	149,920	(66,459)	(528,908)
Ending balance	(770,043)	(919,963)	(853,504)
Defined benefit plans			
Beginning balance	(809,504)	(523,619)	(531,143)
Actuarial gain (loss)	49,565	(481,331)	(77,228)
Pension settlement	509,793	—	64,382
Prior service costs arising during the period	847	1,561	(79)
Reclassifications into net periodic pension and post-retirement expense	44,913	26,639	27,538
Income tax benefit (expense)	(219,817)	153,869	(6,725)
Portion attributable to noncontrolling interests	(16,416)	13,377	(364)
Defined benefit plans, net of tax	368,885	(285,885)	7,524
Ending balance (1)	(440,619)	(809,504)	(523,619)
Cash flow hedges			
Beginning balance	68,011	(33,288)	(16,209)
Unrealized gain (loss)	195,848	180,196	(17,207)
Reclassification adjustments into Cost of services	(118,840)	(23,004)	(15,207)
Income tax benefit (expense)	(28,309)	(51,153)	14,508
Portion attributable to noncontrolling interests	(2,075)	(4,740)	827
Cash flow hedges, net of tax	46,624	101,299	(17,079)
Ending balance (2)	114,635	68,011	(33,288)
Marketable securities			
Beginning balance	(264)	(1,561)	—
Unrealized gain (loss)	1,758	2,231	(2,693)
Income tax benefit (expense)	(183)	(873)	1,056
Portion attributable to noncontrolling interests	(68)	(61)	76
Marketable securities, net of tax	1,507	1,297	(1,561)
Ending balance	1,243	(264)	(1,561)
Accumulated other comprehensive loss	\$ (1,094,784)	\$ (1,661,720)	\$ (1,411,972)

(1) As of August 31, 2017, \$35,879 of net losses is expected to be reclassified into net periodic pension expense recognized in cost of services, sales and marketing and general and administrative costs in the next twelve months.

(2) As of August 31, 2017, \$112,303 of net unrealized gains related to derivatives designated as cash flow hedges is expected to be reclassified into Cost of services in the next twelve months.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

4. PROPERTY AND EQUIPMENT

The components of Property and equipment, net were as follows:

	August 31, 2017	August 31, 2016
Buildings and land	\$ 3,162	\$ 2,914
Computers, related equipment and software	1,611,641	1,428,134
Furniture and fixtures	393,351	354,523
Leasehold improvements	1,044,590	900,996
Property and equipment, gross	3,052,744	2,686,567
Total accumulated depreciation	(1,912,146)	(1,730,025)
Property and equipment, net	<u>\$ 1,140,598</u>	<u>\$ 956,542</u>

Depreciation expense for fiscal 2017, 2016 and 2015 was \$362,817, \$327,736 and \$311,305, respectively.

5. BUSINESS COMBINATIONS AND DIVESTITURES

Fiscal 2017

During fiscal 2017, the Company completed a number of individually immaterial acquisitions for total consideration of \$1,643,205, net of cash acquired. These acquisitions were completed primarily to expand the Company's services and solutions offerings. In connection with these acquisitions, the Company recorded goodwill of \$1,350,969 and intangible assets of \$328,776. The intangible assets primarily consist of customer-related and contract-in-progress intangibles, which are being amortized over one to twelve years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

Fiscal 2016

Business Combinations

On October 20, 2015, the Company acquired Cloud Sherpas (through its holding company, Declarative Holdings, Inc.), a leader in cloud advisory and technology services, for approximately \$409,424, net of cash acquired. This acquisition enhances the Company's ability to provide clients with cloud strategy and technology consulting, as well as cloud application implementation, integration and management services, and resulted in approximately 1,100 employees joining the Company. In connection with this acquisition, the Company recorded goodwill of \$385,337, which was allocated to all five reportable operating segments, and intangible assets of \$66,522, primarily related to customer-related intangibles. The goodwill is non-deductible for U.S. federal income tax purposes. The intangible assets are being amortized over one to seven years. The pro forma effects of this acquisition on the Company's operations were not material.

During fiscal 2016, the Company also completed other individually immaterial acquisitions for total consideration of \$458,892, net of cash acquired. These acquisitions were completed primarily to expand the Company's services and solutions offerings. In connection with these acquisitions, the Company recorded goodwill of \$382,326 and intangible assets of \$109,981. The intangible assets primarily consist of customer-related and technology intangibles, which are being amortized over one to ten years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**Divestiture**

On January 26, 2016, the Company completed the sale of Navitaire LLC (“Navitaire”), a wholly owned subsidiary of the Company that provides technology and business solutions to the airline industry, to Amadeus IT Group, S.A. (“Amadeus”). Concurrent with the sale, the Company also entered into several arrangements to provide services to Amadeus, principally infrastructure outsourcing, over five years. The Company received a total of \$825,644, net of transaction costs and cash divested, of which \$214,500 was recorded as deferred revenue attributable to arrangements to provide services to Amadeus. In connection with the sale of Navitaire, the Company recorded a gain of \$547,584 (reported in “Gain on sale of businesses” in the Consolidated Income Statements) and recorded related income taxes of \$55,759. Approximately 600 Navitaire employees transferred to Amadeus as a part of this sale.

Joint Venture

On August 1, 2016, the Company completed the transfer of its Duck Creek business to Apax Partners LLP in exchange for \$196,198, net of transaction costs and cash divested, and a 40% non-controlling interest in the newly formed joint venture, Duck Creek Technologies LLC (“Duck Creek”). Duck Creek’s business is to accelerate the innovation of claims, billing and policy administration software for the insurance industry. In connection with the transaction, which resulted in the recording of the retained non-controlling interest at fair value, the Company recorded a gain of \$301,239 (reported in “Gain on sale of businesses” in the Consolidated Income Statements) and related income tax expense of \$48,286. The fair value of the Company’s retained interest in Duck Creek was calculated based on the terms of the transfer and other factors related to the valuation of the non-controlling interest. Approximately 1,000 employees moved to Duck Creek as a part of this transaction.

Fiscal 2015

On March 25, 2015, the Company acquired Agilex Technologies, Inc., a provider of digital solutions for the U.S. federal government, for \$264,444, net of cash acquired. This acquisition enhanced Accenture’s digital capabilities in analytics, cloud and mobility for federal agencies and resulted in approximately 730 employees joining the Company. In connection with this acquisition, the Company recorded goodwill of \$206,123, which was allocated to the Health & Public Service operating segment, and intangible assets of \$50,800, primarily consisting of customer-related intangibles. The goodwill is non-deductible for U.S. federal income tax purposes. The intangible assets are being amortized over one to eight years. The pro forma effects of this acquisition on the Company’s operations were not material.

During fiscal 2015, the Company also completed other individually immaterial acquisitions for total consideration of \$510,236, net of cash acquired. These acquisitions were completed primarily to expand the Company’s services and solutions offerings. In connection with these acquisitions, the Company recorded goodwill of \$427,435 and intangible assets of \$120,970. The intangible assets primarily consist of customer-related and technology intangibles, which are being amortized over one to eleven years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

6. GOODWILL AND INTANGIBLE ASSETS

Goodwill

The changes in the carrying amount of goodwill by reportable operating segment were as follows:

	August 31, 2015	Additions/ Adjustments	Foreign Currency Translation	August 31, 2016	Additions/ Adjustments	Foreign Currency Translation	August 31, 2017
Communications, Media & Technology	\$ 364,824	\$ 194,365	\$ (12,623)	\$ 546,566	\$ 220,406	\$ 8,830	\$ 775,802
Financial Services	713,430	149,811	(8,865)	854,376	280,569	16,079	1,151,024
Health & Public Service	588,893	130,787	(3,831)	715,849	214,316	4,209	934,374
Products	1,001,768	134,607	(23,384)	1,112,991	564,519	20,630	1,698,140
Resources	260,918	123,613	(4,876)	379,655	56,447	6,910	443,012
Total	<u>\$ 2,929,833</u>	<u>\$ 733,183</u>	<u>\$ (53,579)</u>	<u>\$ 3,609,437</u>	<u>\$ 1,336,257</u>	<u>\$ 56,658</u>	<u>\$ 5,002,352</u>

Goodwill includes immaterial adjustments related to divestitures and prior period acquisitions.

Intangible Assets

The Company's definite-lived intangible assets by major asset class were as follows:

Intangible Asset Class	August 31, 2017			August 31, 2016		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer-related	\$ 809,683	\$ (235,315)	\$ 574,368	\$ 532,753	\$ (159,774)	\$ 372,979
Technology	108,929	(65,453)	43,476	100,363	(48,270)	52,093
Patents	124,669	(62,543)	62,126	118,906	(57,951)	60,955
Other	52,342	(21,930)	30,412	43,804	(19,680)	24,124
Total	<u>\$ 1,095,623</u>	<u>\$ (385,241)</u>	<u>\$ 710,382</u>	<u>\$ 795,826</u>	<u>\$ (285,675)</u>	<u>\$ 510,151</u>

Total amortization related to the Company's intangible assets was \$149,417, \$117,882 and \$99,633 for fiscal 2017, 2016 and 2015, respectively. Estimated future amortization related to intangible assets held at August 31, 2017 is as follows:

Fiscal Year	Estimated Amortization
2018	\$ 153,777
2019	113,539
2020	101,562
2021	93,119
2022	93,453
Thereafter	154,932
Total	<u>\$ 710,382</u>

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**7. DERIVATIVE FINANCIAL INSTRUMENTS**

In the normal course of business, the Company uses derivative financial instruments to manage foreign currency exchange rate risk. Derivative transactions are governed by a uniform set of policies and procedures covering areas such as authorization, counterparty exposure and hedging practices. Positions are monitored using techniques such as market value and sensitivity analyses. The Company does not enter into derivative transactions for trading purposes. The Company classifies cash flows from its derivative programs as cash flows from operating activities in the Consolidated Cash Flows Statements.

Certain derivatives also give rise to credit risks from the possible non-performance by counterparties. Credit risk is generally limited to the fair value of those contracts that are favorable to the Company, and the maximum amount of loss due to credit risk, based on the gross fair value of all of the Company's derivative financial instruments, was \$228,175 as of August 31, 2017.

The Company also utilizes standard counterparty master agreements containing provisions for the netting of certain foreign currency transaction obligations and for set-off of certain obligations in the event of an insolvency of one of the parties to the transaction. These provisions may reduce the Company's potential overall loss resulting from the insolvency of a counterparty and reduce a counterparty's potential overall loss resulting from the insolvency of the Company. Additionally, these agreements contain early termination provisions triggered by adverse changes in a counterparty's credit rating, thereby enabling the Company to accelerate settlement of a transaction prior to its contractual maturity and potentially decrease the Company's realized loss on an open transaction. Similarly, a decrement in the Company's credit rating could trigger a counterparty's early termination rights, thereby enabling a counterparty to accelerate settlement of a transaction prior to its contractual maturity and potentially increase the Company's realized loss on an open transaction. The aggregate fair value of the Company's derivative instruments with credit-risk-related contingent features that are in a liability position as of August 31, 2017 was \$51,118.

The Company's derivative financial instruments consist of deliverable and non-deliverable foreign currency forward contracts. Fair values for derivative financial instruments are based on prices computed using third-party valuation models and are classified as Level 2 in accordance with the three-level hierarchy of fair value measurements. All of the significant inputs to the third-party valuation models are observable in active markets. Inputs include current market-based parameters such as forward rates, yield curves and credit default swap pricing. For additional information related to the three-level hierarchy of fair value measurements, see Note 10 (Retirement and Profit Sharing Plans) to these Consolidated Financial Statements.

Cash Flow Hedges

Certain of the Company's subsidiaries are exposed to currency risk through their use of the Company's global delivery resources. To mitigate this risk, the Company uses foreign currency forward contracts to hedge the foreign exchange risk of the forecasted intercompany expenses denominated in foreign currencies for up to three years in the future. The Company has designated these derivatives as cash flow hedges. As of August 31, 2017 and 2016, the Company held no derivatives that were designated as fair value or net investment hedges.

In order for a derivative to qualify for hedge accounting, the derivative must be formally designated as a fair value, cash flow or net investment hedge by documenting the relationship between the derivative and the hedged item. The documentation includes a description of the hedging instrument, the hedged item, the risk being hedged, the Company's risk management objective and strategy for undertaking the hedge, the method for assessing the effectiveness of the hedge and the method for measuring hedge ineffectiveness. Additionally, the hedge relationship must be expected to be highly effective at offsetting changes in either the fair value or cash flows of the hedged item at both inception of the hedge and on an ongoing basis. The Company assesses the ongoing effectiveness of its hedges using the Hypothetical Derivative Method, which measures hedge ineffectiveness based on a comparison of the change in fair value of the actual derivative designated as the hedging instrument and the change in fair value of a hypothetical derivative. The hypothetical derivative would have terms that identically match the critical terms of the hedged item. The Company measures and records hedge ineffectiveness at the end of each fiscal quarter.

For a cash flow hedge, the effective portion of the change in estimated fair value of a hedging instrument is recorded in Accumulated other comprehensive loss as a separate component of Shareholders' Equity and is reclassified into Cost of services in the Consolidated Income Statement during the period in which the hedged transaction is recognized. The amounts related to derivatives designated as cash flow hedges that were reclassified into Cost of services were a net gain of \$118,840, \$23,004 and \$15,207 during fiscal 2017, 2016 and 2015, respectively. The ineffective portion of the change in fair value of a cash flow hedge is recognized immediately in Other income (expense),

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

net in the Consolidated Income Statement and for fiscal 2017, 2016 and 2015, was not material. In addition, the Company did not discontinue any cash flow hedges during fiscal 2017, 2016 or 2015.

Other Derivatives

The Company also uses foreign currency forward contracts, which have not been designated as hedges, to hedge balance sheet exposures, such as intercompany loans. These instruments are generally short-term in nature, with typical maturities of less than one year, and are subject to fluctuations in foreign exchange rates. Realized gains or losses and changes in the estimated fair value of these derivatives were a net gain of \$66,748 for fiscal 2017 and a net loss of \$84,293 and \$257,783 for fiscal 2016 and 2015, respectively. Gains and losses on these contracts are recorded in Other income (expense), net in the Consolidated Income Statement and are offset by gains and losses on the related hedged items.

Fair Value of Derivative Instruments

The notional and fair values of all derivative instruments were as follows:

	August 31, 2017	August 31, 2016
Assets		
Cash Flow Hedges		
Other current assets	\$ 133,935	\$ 71,955
Other non-current assets	82,770	45,683
Other Derivatives		
Other current assets	11,470	11,965
Total assets	\$ 228,175	\$ 129,603
Liabilities		
Cash Flow Hedges		
Other accrued liabilities	\$ 21,632	\$ 10,820
Other non-current liabilities	17,244	5,547
Other Derivatives		
Other accrued liabilities	12,242	17,407
Total liabilities	\$ 51,118	\$ 33,774
Total fair value	\$ 177,057	\$ 95,829
Total notional value	\$ 9,290,345	\$ 7,604,486

The Company utilizes standard counterparty master agreements containing provisions for the netting of certain foreign currency transaction obligations and for the set-off of certain obligations in the event of an insolvency of one of the parties to the transaction. In the Consolidated Balance Sheets, the Company records derivative assets and liabilities at gross fair value. The potential effect of netting derivative assets against liabilities under the counterparty master agreements was as follows:

	August 31, 2017	August 31, 2016
Net derivative assets	\$ 189,066	\$ 114,785
Net derivative liabilities	12,009	18,956
Total fair value	\$ 177,057	\$ 95,829

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
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8. BORROWINGS AND INDEBTEDNESS

As of August 31, 2017, the Company had the following borrowing facilities, including the issuance of letters of credit, to support general working capital purposes:

	Facility Amount	Borrowings Under Facilities
Syndicated loan facility (1)	\$ 1,000,000	\$ —
Separate, uncommitted, unsecured multicurrency revolving credit facilities (2)	506,611	—
Local guaranteed and non-guaranteed lines of credit (3)	234,601	—
Total	<u>\$ 1,741,212</u>	<u>\$ —</u>

- (1) This facility, which matures on December 22, 2020, provides unsecured, revolving borrowing capacity for general working capital purposes, including the issuance of letters of credit. Financing is provided under this facility at the prime rate or at the London Interbank Offered Rate, plus a spread. The Company continues to be in compliance with relevant covenant terms. The facility is subject to annual commitment fees. As of August 31, 2017 and 2016, the Company had no borrowings under the facility.
- (2) The Company maintains separate, uncommitted and unsecured multicurrency revolving credit facilities. These facilities provide local currency financing for the majority of the Company's operations. Interest rate terms on the revolving facilities are at market rates prevailing in the relevant local markets. As of August 31, 2017 and 2016, the Company had no borrowings under these facilities.
- (3) The Company also maintains local guaranteed and non-guaranteed lines of credit for those locations that cannot access the Company's global facilities. As of August 31, 2017 and 2016, the Company had no borrowings under these various facilities.

Under the borrowing facilities described above, the Company had an aggregate of \$195,998 and \$168,663 of letters of credit outstanding as of August 31, 2017 and 2016, respectively. In addition, the Company had total outstanding debt of \$25,070 and \$27,230 as of August 31, 2017 and 2016, respectively. In the fourth quarter of fiscal 2017, the Company entered into agreements that will allow it to establish a commercial paper program for short-term borrowings of up to \$1 billion, backed by its syndicated loan facility.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

9. INCOME TAXES

	Fiscal		
	2017	2016	2015
Current taxes			
U.S. federal	\$ 152,002	\$ 314,121	\$ 617,488
U.S. state and local	17,269	38,255	72,133
Non-U.S.	1,175,962	835,653	906,229
Total current tax expense	1,345,233	1,188,029	1,595,850
Deferred taxes			
U.S. federal	(200,483)	8,588	(94,621)
U.S. state and local	(26,069)	1,056	(11,245)
Non-U.S.	(137,581)	56,296	(353,243)
Total deferred tax (benefit) expense	(364,133)	65,940	(459,109)
Total	\$ 981,100	\$ 1,253,969	\$ 1,136,741

The components of Income before income taxes were as follows:

	Fiscal		
	2017	2016	2015
U.S. sources (1)	\$ 251,456	\$ 1,047,909	\$ 1,321,511
Non-U.S. sources	4,364,576	4,555,663	3,089,019
Total	\$ 4,616,032	\$ 5,603,572	\$ 4,410,530

(1) Includes U.S. pension settlement charges of \$509,793 and \$64,382 for fiscal 2017 and 2015, respectively.

The reconciliation of the U.S. federal statutory income tax rate to the Company's effective income tax rate was as follows:

	Fiscal		
	2017	2016	2015
U.S. federal statutory income tax rate	35.0%	35.0%	35.0%
U.S. state and local taxes, net	1.3	1.1	1.3
Non-U.S. operations taxed at lower rates	(18.0)	(12.0)	(15.4)
Final determinations (1)	(3.6)	(2.1)	(5.1)
Other net activity in unrecognized tax benefits	8.4	2.7	3.2
Change in indefinite reinvestment assertion	(0.6)	(0.6)	5.6
Divestitures	—	(3.4)	—
Excess tax benefits from share based payments	(2.7)	—	—
Other, net	1.5	1.7	1.2
Effective income tax rate	21.3%	22.4%	25.8%

(1) Final determinations include final agreements with tax authorities and expirations of statutes of limitations.

During fiscal 2015, the Company concluded that substantially all of the undistributed earnings of its U.S. subsidiaries would no longer be considered indefinitely reinvested and recorded an estimated tax liability of \$247,097 for withholding taxes payable on the distribution of these earnings. These earnings were distributed in the form of a U.S. dividend declared and paid on August 26, 2015. The Company intends to indefinitely reinvest any future U.S. earnings. As of August 31, 2017, the Company had not recognized a deferred tax liability on \$1,402,881 of undistributed

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

earnings for certain foreign subsidiaries, because these earnings are intended to be indefinitely reinvested. If such earnings were distributed, some countries may impose additional taxes. The unrecognized deferred tax liability (the amount payable if distributed) is approximately \$124,000.

Portions of the Company's operations are subject to reduced tax rates or are free of tax under various tax holidays which expire between fiscal 2018 and 2022. Some of the holidays are renewable at reduced levels, under certain conditions, with possible renewal periods through 2032. The income tax benefits attributable to the tax status of these subsidiaries were estimated to be approximately \$95,000, \$100,000 and \$111,000 in fiscal 2017, 2016 and 2015, respectively.

The effect on deferred tax assets and liabilities of enacted changes in tax laws and tax rates did not have a material impact on the Company's effective tax rate.

The components of the Company's deferred tax assets and liabilities included the following:

	August 31, 2017	August 31, 2016
Deferred tax assets		
Pensions	\$ 294,850	\$ 306,776
Revenue recognition	163,393	113,890
Compensation and benefits	734,373	797,707
Share-based compensation	293,546	262,508
Tax credit carryforwards	1,419,506	1,161,084
Net operating loss carryforwards	204,803	131,018
Depreciation and amortization	97,076	97,015
Deferred amortization deductions	705,495	687,351
Indirect effects of unrecognized tax benefits	343,832	354,544
Other	122,590	139,105
	<u>4,379,464</u>	<u>4,050,998</u>
Valuation allowance	(1,564,554)	(1,243,207)
Total deferred tax assets	<u>2,814,910</u>	<u>2,807,791</u>
Deferred tax liabilities		
Revenue recognition	(80,683)	(109,749)
Depreciation and amortization	(228,166)	(205,431)
Investments in subsidiaries	(202,359)	(330,673)
Other	(225,899)	(195,646)
Total deferred tax liabilities	<u>(737,107)</u>	<u>(841,499)</u>
Net deferred tax assets	<u>\$ 2,077,803</u>	<u>\$ 1,966,292</u>

The Company recorded valuation allowances of \$1,564,554 and \$1,243,207 as of August 31, 2017 and 2016, respectively, against deferred tax assets principally associated with certain tax credit and tax net operating loss carryforwards, as the Company believes it is more likely than not that these assets will not be realized. For all other deferred tax assets, the Company believes it is more likely than not that the results of future operations will generate sufficient taxable income to realize these deferred tax assets. During fiscal 2017, the Company recorded a net increase of \$321,347 in the valuation allowance. The majority of this change related to valuation allowances on certain tax credit carryforwards, as the Company believes it is more likely than not that these assets will not be realized.

The Company had tax credit carryforwards as of August 31, 2017 of \$1,419,506, of which \$29,674 will expire between 2018 and 2027, \$3,885 will expire between 2028 and 2037, and \$1,385,947 has an indefinite carryforward period. The Company had net operating loss carryforwards as of August 31, 2017 of \$756,010. Of this amount, \$209,066 expires between 2018 and 2027, \$255,183 expires between 2028 and 2037, and \$291,761 has an indefinite carryforward period.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

As of August 31, 2017, the Company had \$945,850 of unrecognized tax benefits, of which \$609,555, if recognized, would favorably affect the Company's effective tax rate. As of August 31, 2016, the Company had \$985,755 of unrecognized tax benefits, of which \$508,313, if recognized, would favorably affect the Company's effective tax rate. The remaining unrecognized tax benefits as of August 31, 2017 and 2016 of \$336,295 and \$477,442, respectively, represent items recorded as adjustments to fiscal 2016 equity and offsetting tax benefits associated with the correlative effects of potential transfer pricing adjustments, state income taxes and timing adjustments.

A reconciliation of the beginning and ending amounts of unrecognized tax benefits was as follows:

	Fiscal	
	2017	2016
Balance, beginning of year	\$ 985,755	\$ 997,935
Additions for tax positions related to the current year	204,321	163,097
Additions for tax positions related to prior years	254,274	126,353
Reductions for tax positions related to prior years	(250,135)	(63,782)
Statute of limitations expirations	(41,544)	(208,295)
Settlements with tax authorities	(221,999)	(3,703)
Foreign currency translation	15,178	(25,850)
Balance, end of year	<u>\$ 945,850</u>	<u>\$ 985,755</u>

The Company recognizes interest and penalties related to unrecognized tax benefits in the Provision for income taxes. During fiscal 2017, 2016 and 2015, the Company recognized expense (benefit) of \$37,350, \$8,681 and \$(17,373) in interest and penalties, respectively. Accrued interest and penalties related to unrecognized tax benefits of \$98,204 (\$87,417, net of tax benefits) and \$109,269 (\$95,057, net of tax benefits) were reflected on the Company's Consolidated Balance Sheets as of August 31, 2017 and 2016, respectively.

The Company has participated in the U.S. Internal Revenue Service ("IRS") Compliance Assurance Program ("CAP") since the 2016 fiscal year. As part of CAP, tax years are audited on a contemporaneous basis so that most issues are resolved prior to the filing of the tax return. The audit by the IRS for fiscal 2013 and 2014 closed during fiscal 2017. By agreement with the IRS, the Company filed an amended return for fiscal 2015 with adjustments to which the IRS agreed. The Company is also currently under audit in numerous state and non-U.S. tax jurisdictions. Although the outcome of tax audits is always uncertain and could result in significant cash tax payments, the Company does not believe the outcome of these audits will have a material adverse effect on the Company's consolidated financial position or results of operations. With limited exceptions, the Company is no longer subject to income tax audits by taxing authorities for the years before 2009. The Company believes that it is reasonably possible that its unrecognized tax benefits could decrease by approximately \$422,000 or increase by approximately \$306,000 in the next 12 months as a result of settlements, lapses of statutes of limitations, tax audit activity and other adjustments. The majority of these amounts relate to transfer pricing matters in both U.S. and non-U.S. tax jurisdictions.

As previously disclosed, in December 2016, the Swiss Federal Tax Administration notified a subsidiary of Accenture that it had opened an investigation to examine the tax treatment of an August 2010 intercompany transfer of certain intellectual property. In June 2017, we resolved this matter with the Swiss tax authorities and, in connection with that resolution, agreed to a final assessment of prior year taxes, which were paid in June.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

10. RETIREMENT AND PROFIT SHARING PLANS**Defined Benefit Pension and Postretirement Plans**

In the United States and certain other countries, the Company maintains and administers defined benefit retirement plans and postretirement medical plans for certain current, retired and resigned employees. In addition, the Company's U.S. defined benefit pension plans include a frozen plan for former pre-incorporation partners, which is unfunded. Benefits under the employee retirement plans are primarily based on years of service and compensation during the years immediately preceding retirement or termination of participation in the plan. The defined benefit pension disclosures include the Company's U.S. and material non-U.S. defined benefit pension plans.

Assumptions

The weighted-average assumptions used to determine the defined benefit pension obligations as of August 31 and the net periodic pension expense were as follows:

	Pension Plans						Postretirement Plans		
	August 31, 2017		August 31, 2016		August 31, 2015		August 31, 2017	August 31, 2016	August 31, 2015
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Discount rate for determining projected benefit obligation	3.75%	2.83%	3.50%	2.40%	4.50%	3.47%	3.73%	3.51%	4.46%
Discount rate for determining net periodic pension expense	3.50%	2.40%	4.50%	3.47%	4.25%	3.53%	3.51%	4.46%	4.25%
Long term rate of return on plan assets	4.25%	3.52%	4.75%	3.99%	5.50%	4.55%	4.13%	4.54%	5.05%
Rate of increase in future compensation for determining projected benefit obligation	2.25%	3.63%	2.57%	3.47%	3.65%	3.56%	N/A	N/A	N/A
Rate of increase in future compensation for determining net periodic pension expense	2.57%	3.47%	3.60%	3.56%	3.65%	3.75%	N/A	N/A	N/A

Beginning in fiscal 2016, the Company changed the method it uses to estimate the service and interest cost components of net periodic pension expense. Historically, the Company selected a discount rate for the U.S. plans by matching the plans' cash flows to that of the average of two yield curves that provide the equivalent yields on zero-coupon corporate bonds for each maturity. The discount rate assumption for the non-U.S. Plans primarily reflected the market rate for high-quality, fixed-income debt instruments. Beginning in fiscal 2016, the Company utilized a full yield curve approach to estimate these components by applying specific spot rates along the yield curve used in the determination of the benefit obligation to the relevant projected cash flows. The Company made this change to improve the correlation between projected benefit cash flows and the corresponding yield curve spot rates and to provide a more precise measurement of service and interest costs. This change does not affect the measurement of the Company's total benefit obligations. The Company accounted for this change as a change in estimate and, accordingly, recognized its effect prospectively beginning in fiscal 2016.

The discount rate assumptions are based on the expected duration of the benefit payments for each of the Company's defined benefit pension and postretirement plans as of the annual measurement date and are subject to change each year.

The expected long-term rate of return on plan assets should, over time, approximate the actual long-term returns on defined benefit pension and postretirement plan assets and is based on historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the asset portfolio.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**Assumed U.S. Health Care Cost Trend**

The Company's U.S. postretirement plan assumed annual rate of increase in the per capita cost of health care benefits is 7.2% for the plan year ending June 30, 2018. The rate is assumed to decrease on a straight-line basis to 4.5% for the plan year ending June 30, 2038 and remain at that level thereafter. A one percentage point increase in the assumed health care cost trend rates would increase the benefit obligation by \$83,430, while a one percentage point decrease would reduce the benefit obligation by \$64,701.

U.S. Defined Benefit Pension Plan Settlement Charges

In May 2017, the Company settled its U.S. pension plan obligations. Plan participants elected to receive either a lump-sum distribution or to transfer benefits to a third-party annuity provider. As a result of the settlement, the Company was relieved of any further obligation under its U.S. pension plan. During fiscal 2017, the Company recorded a pension settlement charge of \$509,793, and related income tax benefits of \$198,219. The charge primarily consisted of unrecognized actuarial losses of \$460,908 previously included in Accumulated other comprehensive loss. In connection with the settlement, the Company made a \$118,500 cash contribution (\$48,885 related to additional actuarial losses and \$69,615 to fund previously recorded pension liabilities). In connection with the plan termination, the Company created a separate defined benefit plan, with substantially the same terms as the terminated plan, for approximately 600 active employees who are currently eligible to accrue benefits.

During fiscal 2015, the Company offered a voluntary one-time lump sum payment option to certain eligible former employees who had vested benefits under the Company's U.S. pension plan that, if accepted, would settle the Company's pension obligations to them. This resulted in lump sum payments from plan assets of \$279,571 during fiscal 2015. As a result of this settlement and the adoption of the new U.S. mortality tables released by the Society of Actuaries, the Company remeasured the assets and liabilities of the U.S. pension plan, which in aggregate resulted in a net reduction to the projected benefit obligation of \$179,938 as well as a non-cash settlement charge of \$64,382, pre-tax, during fiscal 2015.

Pension and Postretirement Expense

Pension expense for fiscal 2017, 2016 and 2015 was \$622,302, \$94,827 and \$143,968 (including the above noted settlement charges), respectively. Postretirement expense for fiscal 2017, 2016 and 2015 was not material to the Company's Consolidated Financial Statements.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Benefit Obligation, Plan Assets and Funded Status

The changes in the benefit obligations, plan assets and funded status of the Company's pension and postretirement benefit plans for fiscal 2017 and 2016 were as follows:

	Pension Plans				Postretirement Plans	
	August 31, 2017		August 31, 2016		August 31, 2017	August 31, 2016
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Reconciliation of benefit obligation						
Benefit obligation, beginning of year	\$ 2,030,006	\$ 1,758,110	\$ 1,635,744	\$ 1,439,225	\$ 500,964	\$ 403,095
Service cost	7,380	82,727	7,305	72,502	19,898	18,565
Interest cost	48,354	36,906	63,470	43,827	15,270	15,618
Participant contributions	—	11,832	—	9,857	—	—
Acquisitions/divestitures/transfers	—	15,664	—	41,719	—	—
Amendments	—	(847)	—	(1,561)	—	—
Curtailement	—	—	—	(689)	—	84
Pension settlement	(1,612,824)	—	—	—	—	—
Special termination benefits	—	—	—	1,332	—	—
Actuarial (gain) loss	(80,507)	(76,066)	371,294	261,252	5,084	74,213
Benefits paid	(49,546)	(47,233)	(47,807)	(52,549)	(13,047)	(11,143)
Exchange rate impact	—	35,369	—	(56,805)	1,511	532
Benefit obligation, end of year	<u>\$ 342,863</u>	<u>\$ 1,816,462</u>	<u>\$ 2,030,006</u>	<u>\$ 1,758,110</u>	<u>\$ 529,680</u>	<u>\$ 500,964</u>
Reconciliation of fair value of plan assets						
Fair value of plan assets, beginning of year	\$ 1,801,435	\$ 1,081,154	\$ 1,596,186	\$ 982,471	\$ 27,130	\$ 24,643
Actual return on plan assets	(63,919)	42,417	242,112	97,638	(38)	3,856
Acquisitions/divestitures/transfers	—	818	—	24,052	—	—
Employer contributions	129,483	67,300	10,944	71,046	12,496	9,774
Participant contributions	—	11,832	—	9,857	—	—
Pension settlement	(1,612,824)	—	—	—	—	—
Benefits paid	(49,546)	(47,233)	(47,807)	(52,549)	(13,047)	(11,143)
Exchange rate impact	—	(2,160)	—	(51,361)	—	—
Fair value of plan assets, end of year	<u>\$ 204,629</u>	<u>\$ 1,154,128</u>	<u>\$ 1,801,435</u>	<u>\$ 1,081,154</u>	<u>\$ 26,541</u>	<u>\$ 27,130</u>
Funded status, end of year	<u>\$ (138,234)</u>	<u>\$ (662,334)</u>	<u>\$ (228,571)</u>	<u>\$ (676,956)</u>	<u>\$ (503,139)</u>	<u>\$ (473,834)</u>
Amounts recognized in the Consolidated Balance Sheets						
Non-current assets	\$ 2,127	\$ 64,461	\$ —	\$ 59,335	\$ —	\$ —
Current liabilities	(11,047)	(21,015)	(11,091)	(16,691)	(1,659)	(1,579)
Non-current liabilities	(129,314)	(705,780)	(217,480)	(719,600)	(501,480)	(472,255)
Funded status, end of year	<u>\$ (138,234)</u>	<u>\$ (662,334)</u>	<u>\$ (228,571)</u>	<u>\$ (676,956)</u>	<u>\$ (503,139)</u>	<u>\$ (473,834)</u>

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Accumulated Other Comprehensive Loss

The pre-tax accumulated net loss and prior service (credit) cost recognized in Accumulated other comprehensive loss as of August 31, 2017 and 2016 was as follows:

	Pension Plans				Postretirement Plans	
	August 31, 2017		August 31, 2016		August 31, 2017	August 31, 2016
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Net loss	\$ 112,015	\$ 386,428	\$ 592,873	\$ 480,408	\$ 142,197	\$ 143,777
Prior service (credit) cost	—	(5,222)	—	(6,860)	27,656	31,569
Accumulated other comprehensive loss, pre-tax	\$ 112,015	\$ 381,206	\$ 592,873	\$ 473,548	\$ 169,853	\$ 175,346

Funded Status for Defined Benefit Plans

The accumulated benefit obligation for defined benefit pension plans as of August 31, 2017 and 2016 was as follows:

	August 31, 2017		August 31, 2016	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
	Accumulated benefit obligation	\$ 333,588	\$ 1,651,869	\$ 2,017,437

The following information is provided for defined benefit pension plans and postretirement plans with projected benefit obligations in excess of plan assets and for defined benefit pension plans with accumulated benefit obligations in excess of plan assets as of August 31, 2017 and 2016:

	Pension Plans				Postretirement Plans	
	August 31, 2017		August 31, 2016		August 31, 2017	August 31, 2016
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Projected benefit obligation in excess of plan assets						
Projected benefit obligation	\$ 342,863	\$ 1,037,634	\$ 2,030,006	\$ 1,400,510	\$ 529,680	\$ 500,964
Fair value of plan assets	202,502	310,839	1,801,435	664,220	26,541	27,130

	August 31, 2017		August 31, 2016	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
	Accumulated benefit obligation in excess of plan assets			
Accumulated benefit obligation	\$ 138,476	\$ 810,330	\$ 2,017,437	\$ 1,233,952
Fair value of plan assets	—	208,559	1,801,435	627,738

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Investment Strategies

U.S. Pension Plans

The overall investment objective of the defined benefit pension plans is to match the duration of the plans' assets to the plans' liabilities while managing risk in order to meet current defined benefit pension obligations. The plans' future prospects, their current financial conditions, the Company's current funding levels and other relevant factors suggest that the plans can tolerate some interim fluctuations in market value and rates of return in order to achieve long-term objectives without undue risk to the plans' ability to meet their current benefit obligations. The Company recognizes that asset allocation of the defined benefit pension plans' assets is an important factor in determining long-term performance. Actual asset allocations at any point in time may vary from the target asset allocations and will be dictated by current and anticipated market conditions, required cash flows and investment decisions of the investment committee and the pension plans' investment funds and managers. Ranges are established to provide flexibility for the asset allocation to vary around the targets without the need for immediate rebalancing.

Non-U.S. Pension Plans

Plan assets in non-U.S. defined benefit pension plans conform to the investment policies and procedures of each plan and to relevant legislation. The pension committee or trustee of each plan regularly, but at least annually, reviews the investment policy and the performance of the investment managers. In certain countries, the trustee is also required to consult with the Company. Asset allocation decisions are made to provide risk adjusted returns that align with the overall investment strategy for each plan. Generally, the investment return objective of each plan is to achieve a total annualized rate of return that exceeds inflation over the long term by an amount based on the target asset allocation mix of that plan. In certain countries, plan assets are invested in funds that are required to hold a majority of assets in bonds, with a smaller proportion in equities. Also, certain plan assets are entirely invested in contracts held with the plan insurer, which determines the strategy. Defined benefit pension plans in certain countries are unfunded.

Risk Management

Plan investments are exposed to risks including market, interest rate and operating risk. In order to mitigate significant concentrations of these risks, the assets are invested in a diversified portfolio primarily consisting of fixed income instruments and equities. To minimize asset volatility relative to the liabilities, plan assets allocated to debt securities appropriately match the duration of individual plan liabilities. Equities are diversified between U.S. and non-U.S. index funds and are intended to achieve long term capital appreciation. Plan asset allocation and investment managers' guidelines are reviewed on a regular basis.

Plan Assets

The Company's target allocation for fiscal 2018 and weighted-average plan assets allocations as of August 31, 2017 and 2016 by asset category for defined benefit pension plans were as follows:

Asset Category	2018 Target Allocation		2017		2016	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Equity securities	—%	38%	—%	30%	—%	29%
Debt securities	99	49	94	58	75	58
Cash and short-term investments	1	3	6	2	25	2
Insurance contracts	—	6	—	6	—	7
Other	—	4	—	4	—	4
Total	100%	100%	100%	100%	100%	100%

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

The three-level hierarchy of fair value measurements is based on whether the inputs to those measurements are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. The fair-value hierarchy requires the use of observable market data when available and consists of the following levels:

- Level 1—Quoted prices for identical instruments in active markets;
- Level 2—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable in active markets; and
- Level 3—Valuations derived from valuation techniques in which one or more significant inputs are unobservable.

The fair values of defined benefit pension and postretirement plan assets as of August 31, 2017 were as follows:

Non-U.S. Plans

	Level 1	Level 2	Level 3	Total
Equity				
Mutual fund equity securities	\$ —	\$ 347,781	\$ —	\$ 347,781
Fixed Income				
Non-U.S. government debt securities	105,331	—	—	105,331
Mutual fund debt securities	3,093	560,606	—	563,699
Cash and short-term investments	16,072	9,059	—	25,131
Insurance contracts	—	69,754	—	69,754
Other	—	42,432	—	42,432
Total	\$ 124,496	\$ 1,029,632	\$ —	\$ 1,154,128

There were no transfers between Levels 1 and 2 during fiscal 2017.

The U.S. Plans have \$231,170 in Level 2 assets, primarily made up of U.S. corporate debt securities of \$130,245 and U.S. government, state and local debt securities of \$59,743.

Expected Contributions

Generally, annual contributions are made at such times and in amounts as required by law and may, from time to time, exceed minimum funding requirements. The Company estimates it will pay approximately \$88,919 in fiscal 2018 related to contributions to its U.S. and non-U.S. defined benefit pension plans and benefit payments related to the unfunded frozen plan for former pre-incorporation partners. The Company has not determined whether it will make additional voluntary contributions for its defined benefit pension plans. The Company's postretirement plan contributions in fiscal 2018 are not expected to be material to the Company's Consolidated Financial Statements.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Estimated Future Benefit Payments

Benefit payments for defined benefit pension plans and postretirement plans, which reflect expected future service, as appropriate, are expected to be paid as follows:

	Pension Plans		Postretirement Plans
	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans
2018	\$ 12,774	\$ 54,846	\$ 11,509
2019	13,572	59,328	12,747
2020	14,357	70,756	14,189
2021	15,158	80,109	16,145
2022	15,868	85,344	18,357
2023-2027	89,785	475,803	125,060

Defined Contribution Plans

In the United States and certain other countries, the Company maintains and administers defined contribution plans for certain current, retired and resigned employees. Total expenses recorded for defined contribution plans were \$454,124, \$419,932 and \$397,123 in fiscal 2017, 2016 and 2015, respectively.

11. SHARE-BASED COMPENSATION

Share Incentive Plans

The Amended and Restated Accenture plc 2010 Share Incentive Plan, as amended and approved by the Company's shareholders in 2016 (the "Amended 2010 SIP"), is administered by the Compensation Committee of the Board of Directors of Accenture and provides for the grant of nonqualified share options, incentive stock options, restricted share units and other share-based awards. A maximum of 83,000,000 Accenture plc Class A ordinary shares are currently authorized for awards under the Amended 2010 SIP. As of August 31, 2017, there were 15,049,324 shares available for future grants. Accenture plc Class A ordinary shares covered by awards that terminate, lapse or are cancelled may again be used to satisfy awards under the Amended 2010 SIP. The Company issues new Accenture plc Class A ordinary shares and shares from treasury for shares delivered under the Amended 2010 SIP.

A summary of information with respect to share-based compensation is as follows:

	Fiscal		
	2017	2016	2015
Total share-based compensation expense included in Net income	\$ 795,235	\$ 758,176	\$ 680,329
Income tax benefit related to share-based compensation included in Net income (1)	349,114	236,423	212,019

(1) Includes \$99,649 of excess tax benefits in fiscal 2017 related to the adoption of ASU 2016-09 on September 1, 2016.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Restricted Share Units

Under the Amended 2010 SIP, participants may be, and previously under the predecessor 2001 Share Incentive Plan were, granted restricted share units, each of which represent an unfunded, unsecured right to receive an Accenture plc Class A ordinary share on the date specified in the participant's award agreement. The fair value of the awards is based on the Company's stock price on the date of grant. The restricted share units granted under these plans are subject to cliff or graded vesting, generally ranging from two to seven years. For awards with graded vesting, compensation expense is recognized over the vesting term of each separately vesting portion. Compensation expense is recognized on a straight-line basis for awards with cliff vesting. Restricted share unit activity during fiscal 2017 was as follows:

	Number of Restricted Share Units	Weighted Average Grant-Date Fair Value
Nonvested balance as of August 31, 2016	21,963,705	\$ 85.81
Granted (1)	9,414,391	117.72
Vested (2)	(9,005,407)	121.14
Forfeited	(1,343,647)	92.48
Nonvested balance as of August 31, 2017	21,029,042	\$ 101.88

- (1) The weighted average grant-date fair value for restricted share units granted for fiscal 2017, 2016 and 2015 was \$117.72, \$105.16 and \$89.63, respectively.
- (2) The total grant-date fair value of restricted share units vested for fiscal 2017, 2016 and 2015 was \$1,090,943, \$796,620 and \$581,936, respectively.

As of August 31, 2017, there was \$812,286 of total unrecognized restricted share unit compensation expense related to nonvested awards, which is expected to be recognized over a weighted average period of 1.3 years. As of August 31, 2017, there were 713,337 restricted share units vested but not yet delivered as Accenture plc Class A ordinary shares.

Stock Options

There were no stock options granted during fiscal 2017, 2016 or 2015. As of August 31, 2017 the Company had 15,719 stock options outstanding and exercisable at a weighted average exercise price of \$38.02 and a weighted average remaining contractual term of 2 years.

Employee Share Purchase Plan

2010 ESPP

The Amended and Restated Accenture plc 2010 Employee Share Purchase Plan (the "2010 ESPP") is a nonqualified plan that provides eligible employees of Accenture plc and its designated affiliates with an opportunity to purchase Accenture plc Class A ordinary shares through payroll deductions. Under the 2010 ESPP, eligible employees may purchase Accenture plc Class A ordinary shares through the Employee Share Purchase Plan (the "ESPP") or the Voluntary Equity Investment Program (the "VEIP"). Under the ESPP, eligible employees may elect to contribute 1% to 10% of their eligible compensation during each semi-annual offering period (up to \$7.5 per offering period) to purchase Accenture plc Class A ordinary shares at a discount. Under the VEIP, eligible members of Accenture Leadership may elect to contribute up to 30% of their eligible compensation towards the monthly purchase of Accenture plc Class A ordinary shares at fair market value. At the end of the VEIP program year, Accenture Leadership participants who did not withdraw from the program will be granted restricted share units under the Amended 2010 SIP equal to 50% of the number of shares purchased during that year and held by the participant as of the grant date.

A maximum of 90,000,000 Accenture plc Class A ordinary shares may be issued under the 2010 ESPP. As of August 31, 2017, the Company had issued 48,683,552 Accenture plc Class A ordinary shares under the 2010 ESPP. The Company issued 6,103,977, 5,850,113 and 6,232,031 shares to employees in fiscal 2017, 2016 and 2015, respectively, under the 2010 ESPP.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**12. SHAREHOLDERS' EQUITY****Accenture plc*****Ordinary Shares***

The Company has 40,000 authorized ordinary shares, par value €1 per share. Each ordinary share of Accenture plc entitles its holder to receive payments upon a liquidation of Accenture plc; however a holder of an ordinary share is not entitled to vote on matters submitted to a vote of shareholders of Accenture plc or to receive dividends.

Class A Ordinary Shares

An Accenture plc Class A ordinary share entitles its holder to one vote per share, and holders of those shares do not have cumulative voting rights. Each Class A ordinary share entitles its holder to a pro rata part of any dividend at the times and in the amounts, if any, which Accenture plc's Board of Directors from time to time determines to declare, subject to any preferred dividend rights attaching to any preferred shares. Each Class A ordinary share is entitled on a winding-up of Accenture plc to be paid a pro rata part of the value of the assets of Accenture plc remaining after payment of its liabilities, subject to any preferred rights on liquidation attaching to any preferred shares.

Class X Ordinary Shares

An Accenture plc Class X ordinary share entitles its holder to one vote per share, and holders of those shares do not have cumulative voting rights. A Class X ordinary share does not entitle its holder to receive dividends, and holders of those shares are not entitled to be paid any amount upon a winding-up of Accenture plc. Most of the Company's partners who received Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares in connection with the Company's transition to a corporate structure received a corresponding number of Accenture plc Class X ordinary shares. Accenture plc may redeem, at its option, any Class X ordinary share for a redemption price equal to the par value of the Class X ordinary share. Accenture plc has separately agreed with the original holders of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares not to redeem any Class X ordinary share of such holder if the redemption would reduce the number of Class X ordinary shares held by that holder to a number that is less than the number of Accenture Holdings plc ordinary shares or Accenture Canada Holdings Inc. exchangeable shares owned by that holder, as the case may be. Accenture plc will redeem Class X ordinary shares upon the redemption or exchange of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares so that the aggregate number of Class X ordinary shares outstanding at any time does not exceed the aggregate number of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares outstanding. Class X ordinary shares are not transferable without the consent of Accenture plc.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)****(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)****Equity of Subsidiaries Redeemable or Exchangeable for Accenture plc Class A Ordinary Shares*****Accenture Holdings plc Ordinary Shares***

Members of Accenture Leadership in certain countries, including the United States, received Accenture SCA Class I common shares in connection with the Company's transition to a corporate structure. On August 26, 2015, Accenture SCA merged with and into Accenture Holdings plc, with Accenture Holdings plc as the surviving entity. In connection with this transaction, holders of Accenture SCA Class I common shares (other than Accenture SCA itself) received, on a one-for-one basis, ordinary shares of Accenture Holdings plc. Only Accenture plc, Accenture Holdings plc, Accenture International S.à.r.l. and certain current and former members of Accenture Leadership and their permitted transferees hold Accenture Holdings plc ordinary shares. Each Accenture Holdings plc share entitles its holder to one vote on all matters submitted to a vote of shareholders of Accenture Holdings plc and entitles its holders to dividends and liquidation payments.

Accenture Holdings plc is obligated, at the option of the holder, to redeem any outstanding Accenture Holdings plc ordinary share at a redemption price per share generally equal to its current market value as determined in accordance with Accenture Holdings plc's memorandum and articles of association. Under Accenture Holdings plc's memorandum and articles of association, the market value of an ordinary share will be deemed to be equal to (i) the average of the high and low sales prices of an Accenture plc Class A ordinary share as reported on the New York Stock Exchange, net of customary brokerage and similar transaction costs, or (ii) if Accenture sells its Class A ordinary shares on the date that the redemption price is determined (other than in a transaction with any employee or an affiliate or pursuant to a preexisting obligation), the weighted average sales price of an Accenture plc Class A ordinary share on the New York Stock Exchange, net of customary brokerage and similar transaction costs. Accenture Holdings plc may, at its option, pay this redemption price with cash or by causing Accenture plc to deliver Class A ordinary shares on a one-for-one basis. Each holder of Accenture Holdings plc ordinary shares is entitled to a pro rata part of any dividend and to the value of any remaining assets of Accenture Holdings plc after payment of its liabilities upon dissolution.

Accenture Canada Holdings Inc. Exchangeable Shares

Partners resident in Canada and New Zealand received Accenture Canada Holdings Inc. exchangeable shares in connection with the Company's transition to a corporate structure. Holders of Accenture Canada Holdings Inc. exchangeable shares may exchange their shares for Accenture plc Class A ordinary shares at any time on a one-for-one basis. The Company may, at its option, satisfy this exchange with cash at a price per share generally equal to the market price of an Accenture plc Class A ordinary share at the time of the exchange. Each exchangeable share of Accenture Canada Holdings Inc. entitles its holder to receive distributions equal to any distributions to which an Accenture plc Class A ordinary share entitles its holder.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

13. MATERIAL TRANSACTIONS AFFECTING SHAREHOLDERS' EQUITY

Share Purchases and Redemptions

The Board of Directors of Accenture plc has authorized funding for the Company's publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares and for purchases and redemptions of Accenture plc Class A ordinary shares, Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares held by current and former members of Accenture Leadership and their permitted transferees. As of August 31, 2017, the Company's aggregate available authorization was \$3,119,215 for its publicly announced open-market share purchase and these other share purchase programs.

The Company's share purchase activity during fiscal 2017 was as follows:

	Accenture plc Class A Ordinary Shares		Accenture Holdings plc Ordinary Shares and Accenture Canada Holdings Inc. Exchangeable Shares	
	Shares	Amount	Shares	Amount
Open-market share purchases (1)	18,045,830	\$ 2,171,130	—	\$ —
Other share purchase programs	—	—	799,411	96,171
Other purchases (2)	3,211,929	381,750	—	—
Total	21,257,759	\$ 2,552,880	799,411	\$ 96,171

- (1) The Company conducts a publicly announced open-market share purchase program for Accenture plc Class A ordinary shares. These shares are held as treasury shares by Accenture plc and may be utilized to provide for select employee benefits, such as equity awards to the Company's employees.
- (2) During fiscal 2017, as authorized under the Company's various employee equity share plans, the Company acquired Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under those plans. These purchases of shares in connection with employee share plans do not affect the Company's aggregate available authorization for the Company's publicly announced open-market share purchase and the other share purchase programs.

Other Share Redemptions

During fiscal 2017, the Company issued 760,154 Accenture plc Class A ordinary shares upon redemptions of an equivalent number of Accenture Holdings plc ordinary shares pursuant to its registration statement on Form S-3 (the "registration statement"). The registration statement allows the Company, at its option, to issue freely tradable Accenture plc Class A ordinary shares in lieu of cash upon redemptions of Accenture Holdings plc ordinary shares held by current and former members of Accenture Leadership and their permitted transferees.

Cancellation of Treasury Shares

During fiscal 2017, the Company received authorization from the Board of Directors of Accenture plc to cancel 26,857,680 Accenture plc Class A ordinary shares that were held as treasury shares and had an aggregate cost of \$3,014,356. The effect of the cancellation of these treasury shares was recognized in Class A ordinary shares and Additional paid-in capital with the residual recorded in Retained earnings. There was no effect on total shareholders' equity as a result of this cancellation.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Dividends

The Company's dividend activity during fiscal 2017 was as follows:

Dividend Payment Date	Dividend Per Share	Accenture plc Class A Ordinary Shares		Accenture Holdings plc Ordinary Shares and Accenture Canada Holdings Inc. Exchangeable Shares		Total Cash Outlay
		Record Date	Cash Outlay	Record Date	Cash Outlay	
November 15, 2016	\$ 1.21	October 21, 2016	\$ 750,137	October 18, 2016	\$ 34,990	\$ 785,127
May 15, 2017	1.21	April 13, 2017	748,597	April 10, 2017	33,854	782,451
Total Dividends			<u>\$ 1,498,734</u>		<u>\$ 68,844</u>	<u>\$ 1,567,578</u>

The payment of the cash dividends also resulted in the issuance of an immaterial number of additional restricted share units to holders of restricted share units.

Subsequent Event

On September 25, 2017, the Board of Directors of Accenture plc declared a semi-annual cash dividend of \$1.33 per share on its Class A ordinary shares for shareholders of record at the close of business on October 19, 2017. On September 26, 2017, the Board of Directors of Accenture Holdings plc declared a semi-annual cash dividend of \$1.33 per share on its ordinary shares for shareholders of record at the close of business on October 17, 2017. Both dividends are payable on November 15, 2017. The payment of the cash dividends will result in the issuance of an immaterial number of additional restricted share units to holders of restricted share units.

14. LEASE COMMITMENTS

The Company has operating leases, principally for office space, with various renewal options. Substantially all operating leases are non-cancelable or cancelable only by the payment of penalties. Rental expense in agreements with rent holidays and scheduled rent increases is recorded on a straight-line basis over the lease term. Rental expense, including operating costs and taxes, and sublease income from third parties during fiscal 2017, 2016 and 2015 was as follows:

	Fiscal		
	2017	2016	2015
Rental expense	\$ 617,014	\$ 578,149	\$ 547,206
Sublease income from third parties	(28,992)	(26,403)	(27,293)

Future minimum rental commitments under non-cancelable operating leases as of August 31, 2017 were as follows:

	Operating Lease Payments	Operating Sublease Income
2018	\$ 561,743	\$ (25,881)
2019	505,648	(24,261)
2020	451,870	(20,484)
2021	405,222	(14,796)
2022	353,254	(6,695)
Thereafter	1,429,137	(44,368)
	<u>\$ 3,706,874</u>	<u>\$ (136,485)</u>

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**15. COMMITMENTS AND CONTINGENCIES****Commitments**

The Company has the right to purchase or may also be required to purchase substantially all of the remaining outstanding shares of its Avanade Inc. subsidiary ("Avanade") not owned by the Company at fair value if certain events occur. Certain holders of Avanade common stock and options to purchase the stock have put rights that, under certain circumstances and conditions, would require Avanade to redeem shares of its stock at fair value. As of August 31, 2017 and 2016, the Company has reflected the fair value of \$52,996 and \$54,221, respectively, related to Avanade's redeemable common stock and the intrinsic value of the options on redeemable common stock in Other accrued liabilities in the Consolidated Balance Sheets.

Indemnifications and Guarantees

In the normal course of business and in conjunction with certain client engagements, the Company has entered into contractual arrangements through which it may be obligated to indemnify clients with respect to certain matters. These arrangements with clients can include provisions whereby the Company has joint and several liability in relation to the performance of certain contractual obligations along with third parties also providing services and products for a specific project. In addition, the Company's consulting arrangements may include warranty provisions that the Company's solutions will substantially operate in accordance with the applicable system requirements. Indemnification provisions are also included in arrangements under which the Company agrees to hold the indemnified party harmless with respect to third-party claims related to such matters as title to assets sold or licensed or certain intellectual property rights.

Typically, the Company has contractual recourse against third parties for certain payments made by the Company in connection with arrangements where third-party nonperformance has given rise to the client's claim. Payments by the Company under any of the arrangements described above are generally conditioned on the client making a claim, which may be disputed by the Company typically under dispute resolution procedures specified in the particular arrangement. The limitations of liability under these arrangements may be expressly limited or may not be expressly specified in terms of time and/or amount.

As of August 31, 2017 and 2016, the Company's aggregate potential liability to its clients for expressly limited guarantees involving the performance of third parties was approximately \$697,000 and \$749,000, respectively, of which all but approximately \$149,000 and \$113,000, respectively, may be recovered from the other third parties if the Company is obligated to make payments to the indemnified parties as a consequence of a performance default by the other third parties. For arrangements with unspecified limitations, the Company cannot reasonably estimate the aggregate maximum potential liability, as it is inherently difficult to predict the maximum potential amount of such payments, due to the conditional nature and unique facts of each particular arrangement.

To date, the Company has not been required to make any significant payment under any of the arrangements described above. The Company has assessed the current status of performance/payment risk related to arrangements with limited guarantees, warranty obligations, unspecified limitations and/or indemnification provisions and believes that any potential payments would be immaterial to the Consolidated Financial Statements, as a whole.

Legal Contingencies

As of August 31, 2017, the Company or its present personnel had been named as a defendant in various litigation matters. The Company and/or its personnel also from time to time are involved in investigations by various regulatory or legal authorities concerning matters arising in the course of its business around the world. Based on the present status of these matters, management believes the range of reasonably possible losses in addition to amounts accrued, net of insurance recoveries, will not have a material effect on the Company's results of operations or financial condition.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

16. SEGMENT REPORTING

Operating segments are components of an enterprise where separate financial information is available that is evaluated regularly by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance.

The Company's chief operating decision maker is its Chief Executive Officer. The Company's operating segments are managed separately because each operating segment represents a strategic business unit providing consulting and outsourcing services to clients in different industries.

The Company's reportable operating segments are the five operating groups, which are Communications, Media & Technology, Financial Services, Health & Public Service, Products and Resources. Information regarding the Company's reportable operating segments is as follows:

<u>Fiscal</u>		Communications, Media & Technology	Financial Services	Health & Public Service	Products	Resources	Other (3)	Total
<u>2017</u>								
Net revenues	\$	6,884,738	\$ 7,393,945	\$ 6,177,846	\$ 9,500,451	\$ 4,847,073	\$ 46,129	\$ 34,850,182
Depreciation and amortization (1)		148,690	147,343	143,659	228,400	133,697	—	801,789
Operating income		1,048,786	1,207,391	772,785	1,558,680	554,760	(509,793)	4,632,609
Net assets as of August 31 (2)		916,325	155,386	911,605	1,299,898	953,820	112,264	4,349,298
<u>2016</u>								
Net revenues	\$	6,615,717	\$ 7,031,053	\$ 5,986,878	\$ 8,395,038	\$ 4,838,963	\$ 15,074	\$ 32,882,723
Depreciation and amortization (1)		141,356	139,518	134,788	206,806	106,584	—	729,052
Operating income		965,574	1,127,750	807,012	1,282,461	627,648	—	4,810,445
Net assets as of August 31 (2)		923,764	123,827	892,569	1,281,551	820,273	(137,761)	3,904,223
<u>2015</u>								
Net revenues	\$	6,349,372	\$ 6,634,771	\$ 5,462,550	\$ 7,596,051	\$ 4,988,627	\$ 16,560	\$ 31,047,931
Depreciation and amortization (1)		152,329	128,413	115,010	168,731	81,440	—	645,923
Operating income		883,935	1,092,857	712,624	1,098,174	712,661	(64,382)	4,435,869
Net assets as of August 31 (2)		798,623	186,739	812,278	1,158,953	723,113	(59,371)	3,620,335

- (1) Amounts include depreciation on property and equipment and amortization of intangible assets controlled by each operating segment, as well as an allocation for amounts they do not directly control.
- (2) The Company does not allocate total assets by operating segment. Operating segment assets directly attributed to an operating segment and provided to the chief operating decision maker include receivables from clients, current and non-current unbilled services, deferred contract costs and current and non-current deferred revenues.
- (3) Other operating income for fiscal 2017 and fiscal 2015 represents the pension settlement charges in the respective years. Fiscal 2015 amounts have been revised to conform to the current period presentation.

The accounting policies of the operating segments are the same as those described in Note 1 (Summary of Significant Accounting Policies) to these Consolidated Financial Statements.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Revenues are attributed to geographic regions and countries based on where client services are supervised. Information regarding geographic regions and countries is as follows:

<u>Fiscal</u>	<u>North America</u>	<u>Europe</u>	<u>Growth Markets</u>	<u>Total</u>
<u>2017</u>				
Net revenues	\$ 16,290,842	\$ 11,933,093	\$ 6,626,247	\$ 34,850,182
Reimbursements	963,911	622,579	328,806	1,915,296
Revenues	<u>17,254,753</u>	<u>12,555,672</u>	<u>6,955,053</u>	<u>36,765,478</u>
Property and equipment, net as of August 31	274,463	294,154	571,981	1,140,598
<u>2016</u>				
Net revenues	\$ 15,653,290	\$ 11,448,361	\$ 5,781,072	\$ 32,882,723
Reimbursements	970,248	635,362	309,328	1,914,938
Revenues	<u>16,623,538</u>	<u>12,083,723</u>	<u>6,090,400</u>	<u>34,797,661</u>
Property and equipment, net as of August 31	244,351	220,500	491,691	956,542
<u>2015</u>				
Net revenues	\$ 14,209,387	\$ 10,929,572	\$ 5,908,972	\$ 31,047,931
Reimbursements	891,443	628,342	346,708	1,866,493
Revenues	<u>15,100,830</u>	<u>11,557,914</u>	<u>6,255,680</u>	<u>32,914,424</u>
Property and equipment, net as of August 31	230,359	179,925	391,600	801,884

The Company's business in the United States represented 45%, 46% and 43% of its consolidated net revenues during fiscal 2017, 2016 and 2015, respectively. No other country individually comprised 10% or more of the Company's consolidated net revenues during these periods. Business in Ireland, the Company's country of domicile, represented approximately 1% of its consolidated net revenues during each of fiscal 2017, 2016 and 2015.

The Company conducts business in Ireland and in the following countries that hold 10% or more of its total consolidated Property and equipment, net:

	<u>August 31, 2017</u>	<u>August 31, 2016</u>	<u>August 31, 2015</u>
India	25%	25%	26%
United States	23	25	28
Ireland	5	4	2

Revenues by type of work were as follows:

	<u>Fiscal</u>		
	<u>2017</u>	<u>2016</u>	<u>2015</u>
Consulting	\$ 18,753,796	\$ 17,867,891	\$ 16,203,915
Outsourcing	16,096,386	15,014,832	14,844,016
Net revenues	<u>34,850,182</u>	<u>32,882,723</u>	<u>31,047,931</u>
Reimbursements	1,915,296	1,914,938	1,866,493
Revenues	<u>\$ 36,765,478</u>	<u>\$ 34,797,661</u>	<u>\$ 32,914,424</u>

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

17. QUARTERLY DATA (unaudited)

Fiscal 2017	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Annual
Net revenues	\$ 8,515,517	\$ 8,317,671	\$ 8,867,036	\$ 9,149,958	\$ 34,850,182
Reimbursements	490,086	444,511	489,751	490,948	1,915,296
Revenues	9,005,603	8,762,182	9,356,787	9,640,906	36,765,478
Cost of services before reimbursable expenses	5,785,485	5,813,515	5,957,405	6,263,285	23,819,690
Reimbursable expenses	490,086	444,511	489,751	490,948	1,915,296
Cost of services	6,275,571	6,258,026	6,447,156	6,754,233	25,734,986
Operating income	1,331,959	1,138,653	865,435	1,296,562	4,632,609
Net income	1,059,749	887,208	704,801	983,174	3,634,932
Net income attributable to Accenture plc	1,004,476	838,752	669,468	932,453	3,445,149
Weighted average Class A ordinary shares:					
—Basic	621,569,764	621,999,948	619,436,804	617,515,125	620,104,250
—Diluted	663,752,830	661,079,375	658,770,425	658,384,196	660,463,227
Earnings per Class A ordinary share:					
—Basic	\$ 1.62	\$ 1.35	\$ 1.08	\$ 1.51	\$ 5.56
—Diluted	1.58	1.33	1.05	1.48	5.44
Ordinary share price per share:					
—High	\$ 124.96	\$ 125.72	\$ 126.53	\$ 130.92	\$ 130.92
—Low	108.83	112.31	114.82	119.10	108.83

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Fiscal 2016	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Annual
Net revenues	\$ 8,013,163	\$ 7,945,565	\$ 8,434,757	\$ 8,489,238	\$ 32,882,723
Reimbursements	452,821	451,488	534,287	476,342	1,914,938
Revenues	8,465,984	8,397,053	8,969,044	8,965,580	34,797,661
Cost of services before reimbursable expenses	5,450,644	5,575,749	5,745,205	5,833,698	22,605,296
Reimbursable expenses	452,821	451,488	534,287	476,342	1,914,938
Cost of services	5,903,465	6,027,237	6,279,492	6,310,040	24,520,234
Operating income	1,221,260	1,088,044	1,305,943	1,195,198	4,810,445
Net income	868,681	1,399,858	950,283	1,130,781	4,349,603
Net income attributable to Accenture plc	818,899	1,326,520	897,247	1,069,226	4,111,892
Weighted average Class A ordinary shares:					
—Basic	626,463,124	626,523,793	623,725,913	622,555,642	624,797,820
—Diluted	671,300,744	668,125,087	666,403,323	665,365,231	667,770,274
Earnings per Class A ordinary share:					
—Basic	\$ 1.31	\$ 2.12	\$ 1.44	\$ 1.72	\$ 6.58
—Diluted	1.28	2.08	1.41	1.68	6.45
Ordinary share price per share:					
—High	\$ 109.86	\$ 109.65	\$ 119.72	\$ 120.78	\$ 120.78
—Low	91.68	91.40	101.00	108.66	91.40

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended August 31, 2018
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 for the transition period
from to

Commission File Number: 001-34448

Accenture plc

(Exact name of registrant as specified in its charter)

Ireland

(State or other jurisdiction of
incorporation or organization)

98-0627530

(I.R.S. Employer Identification No.)

1 Grand Canal Square,
Grand Canal Harbour,
Dublin 2, Ireland

(Address of principal executive offices)

(353) (1) 646-2000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Class A ordinary shares, par value \$0.0000225 per share	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None
(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the common equity of the registrant held by non-affiliates of the registrant on February 28, 2018 was approximately \$99,465,708,231 based on the closing price of the registrant's Class A ordinary shares, par value \$0.0000225 per share, reported on the New York Stock Exchange on such date of \$161.01 per share and on the par value of the registrant's Class X ordinary shares, par value \$0.0000225 per share.

The number of shares of the registrant's Class A ordinary shares, par value \$0.0000225 per share, outstanding as of October 10, 2018 was 663,601,568 (which number includes 25,261,551 issued shares held by the registrant). The number of shares of the registrant's Class X ordinary shares, par value \$0.0000225 per share, outstanding as of October 10, 2018 was 650,821 .

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive proxy statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A relating to the registrant's Annual General Meeting of Shareholders, to be held on February 1, 2019 , will be incorporated by reference in this Form 10-K in response to Items 10, 11, 12, 13 and 14 of Part III. The definitive proxy statement will be filed with the SEC not later than 120 days after the registrant's fiscal year ended August 31, 2018 .

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PART I

Disclosure Regarding Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”) relating to our operations, results of operations and other matters that are based on our current expectations, estimates, assumptions and projections. Words such as “may,” “will,” “should,” “likely,” “anticipates,” “expects,” “intends,” “plans,” “projects,” “believes,” “estimates,” “positioned,” “outlook” and similar expressions are used to identify these forward-looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Forward-looking statements are based upon assumptions as to future events that may not prove to be accurate. Actual outcomes and results may differ materially from what is expressed or forecast in these forward-looking statements. Risks, uncertainties and other factors that might cause such differences, some of which could be material, include, but are not limited to, the factors discussed below under the section entitled “Risk Factors.” Our forward-looking statements speak only as of the date of this report or as of the date they are made, and we undertake no obligation to update them.

Available Information

Our website address is www.accenture.com. We use our website as a channel of distribution for company information. We make available free of charge on the Investor Relations section of our website (<http://investor.accenture.com>) our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to those reports as soon as reasonably practicable after such material is electronically filed with or furnished to the Securities and Exchange Commission (the “SEC”) pursuant to Section 13(a) or 15(d) of the Exchange Act. We also make available through our website other reports filed with or furnished to the SEC under the Exchange Act, including our proxy statements and reports filed by officers and directors under Section 16(a) of the Exchange Act, as well as our Code of Business Ethics. Financial and other material information regarding us is routinely posted on and accessible at <http://investor.accenture.com>. We do not intend for information contained in our website to be part of this Annual Report on Form 10-K.

Any materials we file with the SEC may be read and copied at the SEC’s Public Reference Room at 100 F Street, NE, Washington, DC, 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site (<http://www.sec.gov>) that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC.

In this Annual Report on Form 10-K, we use the terms “Accenture,” “we,” the “Company,” “our” and “us” to refer to Accenture plc and its subsidiaries. All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31.

ITEM 1. BUSINESS

Overview

Accenture is one of the world’s leading professional services companies with approximately 459,000 people serving clients in a broad range of industries and in three geographic regions: North America, Europe and Growth Markets (Asia Pacific, Latin America, Africa and the Middle East). Our five operating groups, organized by industry, bring together expertise from across the organization in strategy, consulting, digital, technology including application services, and operations to deliver end-to-end services and solutions to clients. Digital-, cloud- and security-related services, which we refer to as “the New,” are increasingly important components of the services we provide. For fiscal 2018, our revenues before reimbursements (“net revenues”) were \$39.6 billion.

We operate globally with one common brand and business model, providing clients around the world with the same high level of service. Drawing on a combination of industry and functional expertise, technology and innovation capabilities, alliance relationships, and our global delivery resources, we seek to provide differentiated, innovative services that help our clients measurably improve their business performance and create sustainable value for their customers and stakeholders. Our global delivery capability enables us to assemble integrated teams to provide high-quality, cost-effective solutions to our clients.

In fiscal 2018, we continued to implement a strategy focused on industry and technology differentiation, increasingly taking an innovation-led approach to drive value for clients. We serve clients in locally relevant ways, leveraging our global organization as appropriate. As part of our growth strategy in fiscal 2018, we continued to make significant investments—in strategic acquisitions, in assets and offerings, in branding and thought leadership, and in attracting and developing talent—to further enhance our differentiation and competitiveness.

Operating Groups

Our five operating groups are Accenture's reporting segments and primary market channel, organized around 13 industry groups that serve clients globally in more than 40 industries. Our industry focus gives us an understanding of industry evolution, business issues and applicable technologies, enabling us to deliver innovative solutions tailored to each client or, as appropriate, more standardized capabilities to multiple clients. The operating groups assemble integrated client engagement teams, which typically consist of industry experts, capability specialists and professionals with local market knowledge. The operating groups have primary responsibility for building and sustaining long-term client relationships; providing management and technology consulting services; orchestrating our expertise and working synergistically with the other parts of our business to sell and deliver the full range of our services and capabilities; ensuring client satisfaction; and achieving revenue and profitability objectives.

The following table shows the current organization of our five operating groups. We do not allocate total assets by operating group, although our operating groups do manage and control certain assets. For certain historical financial information regarding our operating groups (including certain asset information), as well as financial information by geography (including long-lived asset information), see Note 16 (Segment Reporting) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Groups and Industry Groups

Communications, Media & Technology	Financial Services	Health & Public Service	Products	Resources
<ul style="list-style-type: none"> • Communications & Media • High Tech • Software & Platforms 	<ul style="list-style-type: none"> • Banking & Capital Markets • Insurance 	<ul style="list-style-type: none"> • Health • Public Service 	<ul style="list-style-type: none"> • Consumer Goods, Retail & Travel Services • Industrial • Life Sciences 	<ul style="list-style-type: none"> • Chemicals & Natural Resources • Energy • Utilities

Communications, Media & Technology

Our Communications, Media & Technology operating group serves communications, media, high tech, software and platform companies. Professionals in this operating group help clients accelerate and deliver digital transformation, developing comprehensive, industry-specific solutions to seize new opportunities and enhance efficiencies and business results. Examples of our services include helping clients capture new growth by shifting to data-driven and platform-based models, optimizing their cost structures, increasing product and business model innovation, and differentiating and scaling digital experiences for their customers. Our Communications, Media & Technology operating group comprises the following industry groups:

- Our **Communications & Media** industry group serves most of the world's leading wireline, wireless, broadcast, entertainment, print, publishing, cable and satellite communications service providers. This group represented approximately 51% of our Communications, Media & Technology operating group's net revenues in fiscal 2018.
- Our **High Tech** industry group serves the enterprise technology, network equipment, semiconductor, consumer technology, aerospace & defense, and medical equipment industries. This group represented approximately 25% of our Communications, Media & Technology operating group's net revenues in fiscal 2018.
- Our **Software & Platforms** industry group serves computer software and digital platform companies. This group represented approximately 24% of our Communications, Media & Technology operating group's net revenues in fiscal 2018.

Financial Services

Our Financial Services operating group serves the banking, capital markets and insurance industries. Professionals in this operating group work with clients to address growth, cost and profitability pressures, industry consolidation, regulatory changes and the need to continually adapt to new digital technologies. We offer services designed to help our clients increase cost efficiency, grow their customer base, manage risk and transform their operations. Our Financial Services operating group comprises the following industry groups:

- Our **Banking & Capital Markets** industry group serves retail and commercial banks, mortgage lenders, payment providers, investment banks, wealth and asset management firms, broker/dealers, depositories, exchanges, clearing and settlement organizations, and other diversified financial enterprises. This group represented approximately 72% of our Financial Services operating group's net revenues in fiscal 2018.
- Our **Insurance** industry group serves property and casualty insurers, life insurers, reinsurance firms and insurance brokers. This group represented approximately 28% of our Financial Services operating group's net revenues in fiscal 2018.

Health & Public Service

Our Health & Public Service operating group serves healthcare payers and providers, as well as government departments and agencies, public service organizations, educational institutions and non-profit organizations around the world. The group's research-based insights and offerings, including consulting services and digital solutions, are designed to help clients deliver better social, economic and health outcomes to the people they serve. Our Health & Public Service operating group comprises the following industry groups:

- Our **Health** industry group works with healthcare providers, such as hospitals, public health systems, policy-making authorities, health insurers (payers), and industry organizations and associations around the world to improve the quality, accessibility and productivity of healthcare. This group represented approximately 38% of our Health & Public Service operating group's net revenues in fiscal 2018.
- Our **Public Service** industry group helps governments transform the way they deliver public services and engage with citizens. We work primarily with defense departments and military forces; public safety authorities, such as police forces and border management agencies; justice departments; human services agencies; educational institutions, such as universities; non-profit organizations; and postal, customs, revenue and tax agencies. Our Public Service industry group represented approximately 62% of our Health & Public Service operating group's net revenues in fiscal 2018.

Our work with clients in the U.S. federal government is delivered through Accenture Federal Services, a U.S. company and a wholly owned subsidiary of Accenture LLP, and represented approximately 34% of our Health & Public Service operating group's net revenues in fiscal 2018.

Products

Our Products operating group serves a set of increasingly interconnected consumer-relevant industries. Our offerings are designed to help clients transform their organizations and increase their relevance in the digital world. We help clients enhance their performance in distribution and sales and marketing; in research and development and manufacturing; and in business functions such as finance, human resources, procurement and supply chain while leveraging technology. Our Products operating group comprises the following industry groups:

- Our **Consumer Goods, Retail & Travel Services** industry group serves food and beverage, household goods, personal care, tobacco, fashion/apparel, agribusiness and consumer health companies; supermarkets, hardline retailers, mass-merchandise discounters, department stores and specialty retailers; as well as airlines and hospitality and travel services companies. This group represented approximately 55% of our Products operating group's net revenues in fiscal 2018.
- Our **Industrial** industry group works with automotive manufacturers and suppliers; freight and logistics companies; industrial and electrical equipment, consumer durable and heavy equipment companies; and construction and infrastructure management companies. This group represented approximately 26% of our Products operating group's net revenues in fiscal 2018.
- Our **Life Sciences** industry group serves pharmaceutical, medical technology and biotechnology companies. This group represented approximately 19% of our Products operating group's net revenues in fiscal 2018.

Resources

Our Resources operating group serves the chemicals, energy, forest products, metals and mining, utilities and related industries. We work with clients to develop and execute innovative strategies, improve operations, manage complex change initiatives and integrate digital technologies designed to help them differentiate themselves in the marketplace, gain competitive advantage and manage their large-scale capital investments. Our Resources operating group comprises the following industry groups:

- Our **Chemicals & Natural Resources** industry group works with a wide range of industry segments, including petrochemicals, specialty chemicals, polymers and plastics, gases and agricultural chemicals, among others, as well as the metals, mining, forest products and building materials industries. This group represented approximately 30% of our Resources operating group's net revenues in fiscal 2018.
- Our **Energy** industry group serves a wide range of companies in the oil and gas industry, including upstream, downstream, oilfield services and new energy companies. This group represented approximately 27% of our Resources operating group's net revenues in fiscal 2018.
- Our **Utilities** industry group works with electric, gas and water utilities around the world. This group represented approximately 43% of our Resources operating group's net revenues in fiscal 2018.

Services and Solutions

Our operating groups bring together expertise from Accenture Strategy, Accenture Consulting, Accenture Digital, Accenture Technology and Accenture Operations to develop and deliver integrated services and solutions for our clients.

Accenture Strategy

Accenture Strategy helps clients achieve specific business outcomes and enhance shareholder value by defining and executing industry-specific strategies enabled by technology. We bring together our design-led, data-driven strategy capabilities at the intersection of business and technology to help senior management teams shape and execute their enterprise-wide transformation objectives, focusing on issues related to digital disruption, competitive agility, new business models and the future workforce. We provide a range of strategy services focused on areas such as digital technologies; enterprise architecture and applications; CFO and enterprise value; IT; security; mergers and acquisitions; operations; advanced customer services; sustainability; and talent and organization.

Accenture Consulting

Accenture Consulting provides industry experts with the insights and management and technology consulting capabilities to transform the world's leading companies. Our consulting capabilities enable our clients to design and implement transformational change programs, either for one or more functions or business units, or across their entire organization. We provide industry-specific consulting services, as well as functional and technology consulting services. Our functional and technology consulting services include finance and enterprise performance; supply chain and operations; talent and organization; customers and channels; applications and architecture advisory; and technology advisory. We help our clients with the digital transformation of industries, enhancing our consulting services with digital, cloud, cybersecurity, artificial intelligence, blockchain and other capabilities.

Accenture Digital

Accenture Digital brings together our global digital capabilities to help clients unlock value and transform their businesses. We provide digital services across three broad areas:

- **Accenture Interactive.** Our end-to-end marketing solutions help clients deliver seamless multi-channel customer experiences and enhance their marketing performance. Our services span customer experience design, digital marketing, personalization and commerce, as well as digital content production and operations.
- **Accenture Applied Intelligence.** We embed analytics, automation and artificial intelligence into functions and processes at the core of our clients' businesses to realize new cost efficiencies and create new value from process, product and business transformation.
- **Accenture Industry X.0.** We help clients digitally reinvent manufacturing and production to create smart, connected products and services using advanced technologies—including the Internet of Things, connected devices and digital platforms—to unlock new revenue streams and create new efficiencies.

Accenture Technology

Accenture Technology comprises two primary areas: technology services and technology innovation & ecosystem.

- **Technology Services.** Technology Services includes our application services spanning systems integration and application outsourcing and covering the full application lifecycle, from custom systems to all emerging technologies, across every leading technology platform (both traditional and cloud/software-as-a-service-based). It also encompasses our portfolio of products and intelligent platforms and services, as well as our Advanced Technology Centers. We continuously innovate new services, capabilities and platforms through early adoption of technologies such as artificial intelligence, machine learning and intelligent automation to enhance productivity and create new growth opportunities.
- **Technology Innovation & Ecosystem.** We harness innovation through the research and development activities in the Accenture Labs and through emerging technologies. We also develop and manage our alliance relationships across a broad range of technology providers, including Amazon Web Services, Apple, Google, Microsoft, Oracle, Pegasystems, Salesforce, SAP, Workday and many others, to enhance the value that we and our clients realize from the technology ecosystem.

Accenture Operations

Accenture Operations provides business process services, infrastructure services, security services and cloud services. We operate infrastructure and business processes on behalf of clients, increasingly powered by data, artificial

intelligence, analytics and digital technologies, on an as-a-service basis, to help improve their productivity, experience and performance.

- **Business Process Services.** We offer services for specific business functions, such as finance and accounting, procurement and supply chain, marketing and sales, and human resources, as well as industry-specific services, such as credit and health services. We provide these services on a global basis and across industry sectors through our global delivery capability.
- **Infrastructure and Cloud Services.** We provide design, implementation, migration and managed services for security and infrastructure to help organizations take advantage of innovative technologies and improve the efficiency and effectiveness of their existing technology. Our solutions help clients transform and optimize their IT infrastructures—whether on-premise, in the cloud, or a hybrid of the two.

Global Delivery Capability

A key differentiator is our global delivery capability, which allows us to draw on the benefits of using people and other resources from around the world—including scalable innovation; standardized processes, methods and tools; automation and artificial intelligence; industry expertise and specialized capabilities; cost advantages; foreign language fluency; proximity to clients; and time zone advantages—to deliver high-quality solutions. Emphasizing quality, productivity, reduced risk, speed to market and predictability, our global delivery model supports all parts of our business to provide clients with price-competitive services and solutions.

Alliances

We have sales and delivery alliances with companies whose capabilities complement our own by, among other things, enhancing a service offering, delivering a new technology or helping us extend our services to new geographies. By combining our alliance partners' products and services with our own capabilities and expertise, we create innovative, high-value business solutions for our clients. Most of our alliances are non-exclusive. These alliances can generate significant revenues from services we provide to implement our alliance partners' products as well as revenue from the resale of their products.

Research and Innovation

We are committed to developing leading-edge ideas. Research and innovation, which are components of our overall investment in our business, have been major factors in our success, and we believe they will help us continue to grow in the future. We use our investment in research and development—on which we spent \$791 million, \$704 million and \$643 million in fiscal 2018, 2017 and 2016, respectively—to help create, commercialize and disseminate innovative business strategies and technology solutions. We spend a significant portion of our research and development investment to develop market-ready solutions for our clients.

We view innovation as a source of competitive advantage. We seek to generate early insights into how knowledge can be harnessed to create innovative business solutions for our clients and to develop business strategies with significant value. Our innovation architecture brings together our innovation capabilities across the Company—from research, ventures and labs to our studios, innovation centers and delivery centers. This includes research and thought leadership to identify market, technology and industry trends. Through Accenture Ventures, we partner with and invest in growth-stage companies that create innovative enterprise technologies. Accenture Labs incubate and prototype new concepts through applied research and development projects. In addition, our studios, innovation centers and delivery centers build and scale the delivery of our innovations.

People

As a talent- and innovation-led organization, one of our key goals is to have the best people, with highly specialized skills, across our entire business to drive our differentiation and competitiveness. We are deeply committed to the development of our people, and provide continuous learning opportunities that are customized for the individual in an on-demand, digital environment. We provide our people ongoing feedback, and they are rewarded based on individual and Company performance. Our culture is underpinned by our core values, Code of Business Ethics and strong commitment to inclusion and diversity.

As of August 31, 2018, we employed approximately 459,000 people and had offices and operations in more than 200 cities in 52 countries.

Competition

We operate in a highly competitive and rapidly changing global marketplace and compete with a variety of organizations that offer services and solutions competitive with those we offer. Our competitors include:

- large multinational providers, including the services arms of large global technology providers (hardware, equipment and software), that offer some or all of the services and solutions that we do;
- off-shore service providers in lower-cost locations, particularly in India, that offer services globally that are similar to the services and solutions we offer;
- accounting firms that provide consulting and other services and solutions in areas that compete with us;
- solution or service providers that compete with us in a specific geographic market, industry segment or service area, including digital and advertising agencies and emerging start-ups and other companies that can scale rapidly to focus on or disrupt certain markets and provide new or alternative products, services or delivery models; and
- in-house departments of large corporations that use their own resources, rather than engage an outside firm for the types of services and solutions we provide.

Our revenues are derived primarily from Fortune Global 500 and Fortune 1000 companies, medium-sized companies, governments, government agencies and other enterprises. We believe that the principal competitive factors in the industries in which we compete include:

- skills and capabilities of people;
- technical and industry expertise;
- innovative service and product offerings;
- ability to add business value and improve performance;
- reputation and client references;
- contractual terms, including competitive pricing;
- ability to deliver results reliably and on a timely basis;
- scope of services;
- service delivery approach;
- quality of services and solutions;
- availability of appropriate resources; and
- global reach and scale, including level of presence in key emerging markets.

Our clients typically retain us on a non-exclusive basis.

Intellectual Property

We provide value to our clients based in part on a differentiated range of proprietary inventions, methodologies, software, reusable knowledge capital and other intellectual property. We recognize the increasing value of intellectual property in the marketplace and create, harvest, and protect this intellectual property. We leverage patent, trade secret and copyright laws as well as contractual arrangements to protect our intellectual property. We have also established policies to respect the intellectual property rights of third parties, such as our clients, partners and others.

As of August 31, 2018, we had a portfolio of over 4,200 patents and over 2,500 patent applications pending worldwide.

To protect the Accenture brand, one of our most valuable assets, we rely on intellectual property laws and trademark registrations held around the world.

Trademarks appearing in this report are the trademarks or registered trademarks of Accenture Global Services Ltd., Accenture Global Solutions Ltd., or third parties, as applicable.

Organizational Structure and History

Accenture plc is an Irish public limited company. We operate our business through subsidiaries of Accenture plc.

Prior to our transition to a corporate structure in fiscal 2001, we operated as a series of related partnerships and corporations under the control of our partners. In connection with our transition to a corporate structure, our partners generally exchanged all of their interests in these partnerships and corporations for Accenture Ltd Class A common shares or, in the case of partners in certain countries, Class I common shares of Accenture SCA, a Luxembourg partnership limited by shares and direct subsidiary of Accenture Ltd (“Accenture SCA”), or exchangeable shares issued by Accenture Canada Holdings Inc., an indirect subsidiary of Accenture SCA. Generally, partners who received Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares also received a corresponding number of Accenture Ltd Class X common shares, which entitled their holders to vote at Accenture Ltd shareholder meetings but did not carry any economic rights. The combination of the Accenture Ltd Class X common shares and the Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares gave these partners substantially similar economic and governance rights as holders of Accenture Ltd Class A common shares.

On June 10, 2009, Accenture plc was incorporated in Ireland, as a public limited company, in order to effect moving the place of incorporation of our parent holding company from Bermuda to Ireland. This transaction was completed on September 1, 2009, at which time Accenture Ltd, our predecessor holding company, became a wholly owned subsidiary of Accenture plc and Accenture plc became our parent holding company. Accenture Ltd was dissolved on December 29, 2009.

On April 10, 2015, Accenture Holdings plc, then Accenture plc’s subsidiary, was incorporated in Ireland, as a public limited company, in order to further consolidate Accenture’s presence in Ireland. On August 26, 2015, Accenture SCA merged with and into Accenture Holdings plc, with Accenture Holdings plc as the surviving entity. This merger was a transaction between entities under common control and had no effect on our Consolidated Financial Statements. On March 13, 2018, Accenture Holdings plc merged with and into Accenture plc, with Accenture plc as the surviving entity. As a result, all of the assets and liabilities of Accenture Holdings plc were acquired by Accenture plc, and Accenture Holdings plc ceased to exist. In connection with this internal merger, shareholders of Accenture Holdings plc (other than Accenture entities that held shares of Accenture Holdings plc), who primarily consisted of current and former members of Accenture Leadership and their permitted transferees, received one Class A ordinary share of Accenture plc for each share of Accenture Holdings plc that they owned, and Accenture plc redeemed all Class X ordinary shares of Accenture plc owned by such shareholders.

All references to Accenture Holdings plc included in this report with respect to periods prior to August 26, 2015 reflect the activity and/or balances of Accenture SCA (the predecessor of Accenture Holdings plc). The Consolidated Financial Statements reflect the ownership interests in Accenture Holdings plc (for applicable periods) and Accenture Canada Holdings Inc. held by certain current and former members of Accenture Leadership as noncontrolling interests. “Accenture Leadership” is comprised of members of our global management committee (our primary management and leadership team, which consists of approximately 20 of our most senior leaders), senior managing directors and managing directors. The noncontrolling ownership interests percentage was less than 1% as of August 31, 2018.

Accenture plc Class A and Class X Ordinary Shares

Each Class A ordinary share and each Class X ordinary share of Accenture plc entitles its holder to one vote on all matters submitted to a vote of shareholders of Accenture plc. A Class X ordinary share does not, however, entitle its holder to receive dividends or to receive payments upon a liquidation of Accenture plc. As described above under “—Organizational Structure and History,” Class X ordinary shares generally provide the holders of Accenture Canada Holdings Inc. exchangeable shares with a vote at Accenture plc shareholder meetings that is equivalent to the voting rights held by Accenture plc Class A ordinary shareholders, while their economic rights consist of interests in Accenture Canada Holdings Inc. exchangeable shares.

Under its memorandum and articles of association, Accenture plc may redeem, at its option, any Class X ordinary share for a redemption price equal to the nominal value of the Class X ordinary share, or \$0.0000225 per share. Accenture plc, as successor to Accenture Ltd, has separately agreed with the original holders of Accenture Canada Holdings Inc. exchangeable shares not to redeem any Class X ordinary share of such holder if the redemption would reduce the number of Class X ordinary shares held by that holder to a number that is less than the number of Accenture Canada Holdings Inc. exchangeable shares owned by that holder. Accenture plc will redeem Class X ordinary shares upon the redemption or exchange of Accenture Canada Holdings Inc. exchangeable shares so that the aggregate number of Class X ordinary shares outstanding at any time does not exceed the aggregate number of Accenture Canada Holdings Inc. exchangeable shares outstanding. Class X ordinary shares are not transferable without the consent of Accenture plc.

A transfer of Accenture plc Class A ordinary shares effected by transfer of a book-entry interest in The Depository Trust Company will not be subject to Irish stamp duty. Other transfers of Accenture plc Class A ordinary shares may be subject to Irish stamp duty (currently at the rate of 1% of the price paid or the market value of the Class A ordinary shares acquired, if higher) payable by the buyer.

Accenture Canada Holdings Inc. Exchangeable Shares

Holders of Accenture Canada Holdings Inc. exchangeable shares may exchange their shares for Accenture plc Class A ordinary shares at any time on a one-for-one basis. Accenture may, at its option, satisfy this exchange with cash at a price per share generally equal to the market price of an Accenture plc Class A ordinary share at the time of the exchange. Each exchangeable share of Accenture Canada Holdings Inc. entitles its holder to receive distributions equal to any distributions to which an Accenture plc Class A ordinary share entitles its holder. The exchange of all of the outstanding Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares would not have a material impact on the equity ownership position of Accenture.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this report, you should carefully consider the following factors which could materially adversely affect our business, financial condition, results of operations (including revenues and profitability) and/or stock price. Our business is also subject to general risks and uncertainties that may broadly affect companies, including us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also could materially adversely affect our business, financial condition, results of operations and/or stock price.

Our results of operations could be adversely affected by volatile, negative or uncertain economic and political conditions and the effects of these conditions on our clients' businesses and levels of business activity.

Global macroeconomic and geopolitical conditions affect our clients' businesses and the markets they serve. Volatile, negative or uncertain economic and political conditions in our significant markets have undermined and could in the future undermine business confidence in our significant markets or in other markets, which are increasingly interdependent, and cause our clients to reduce or defer their spending on new initiatives and technologies, or may result in clients reducing, delaying or eliminating spending under existing contracts with us, which would negatively affect our business. Growth in the markets we serve could be at a slow rate, or could stagnate or contract, in each case, for an extended period of time. Differing economic conditions and patterns of economic growth and contraction in the geographical regions in which we operate and the industries we serve have affected and may in the future affect demand for our services and solutions. Because we operate globally and have significant businesses in many markets, an economic slowdown in any of those markets could adversely affect our results of operations.

Ongoing economic and political volatility and uncertainty and changing demand patterns affect our business in a number of other ways, including making it more difficult to accurately forecast client demand and effectively build our revenue and resource plans, particularly in consulting. Economic and political volatility and uncertainty is particularly challenging because it may take some time for the effects and changes in demand patterns resulting from these and other factors to manifest themselves in our business and results of operations. Changing demand patterns from economic and political volatility and uncertainty, including as a result of the United Kingdom referendum in favor of exiting the European Union, the potential for changes in global trade policies and trends such as populism and economic nationalism, could have a significant negative impact on our results of operations.

Our business depends on generating and maintaining ongoing, profitable client demand for our services and solutions, including through the adaptation and expansion of our services and solutions in response to ongoing changes in technology and offerings, and a significant reduction in such demand or an inability to respond to the evolving technological environment could materially affect our results of operations.

Our revenue and profitability depend on the demand for our services and solutions with favorable margins, which could be negatively affected by numerous factors, many of which are beyond our control and unrelated to our work product. As described above, volatile, negative or uncertain global economic and political conditions and lower growth in the markets we serve have adversely affected and could in the future adversely affect client demand for our services and solutions. Our success depends, in part, on our ability to continue to develop and implement services and solutions that anticipate and respond to rapid and continuing changes in technology and offerings to serve the evolving needs of our clients. Examples of areas of significant change include digital-, cloud- and security-related offerings, which are continually evolving, as well as developments in areas such as artificial intelligence, augmented reality, automation, blockchain, Internet of Things, quantum computing and as-a-service solutions. Technological developments may materially affect the cost and use of technology by our clients and, in the case of as-a-service solutions, could affect the nature of how we generate revenue. Some of these technologies have reduced and replaced some of our historical services and solutions and may continue to do so in the future. This has caused, and may in the future cause, clients to delay spending under existing contracts and engagements and to delay entering into new contracts while they evaluate new technologies. Such delays can negatively impact our results of operations if the pace and level of spending on new technologies is not sufficient to make up any shortfall.

Developments in the industries we serve, which may be rapid, also could shift demand to new services and solutions. If, as a result of new technologies or changes in the industries we serve, our clients demand new services and solutions, we may be less competitive in these new areas or need to make significant investment to meet that demand. Our growth strategy focuses on responding to these types of developments by driving innovation that will enable us to expand our business into new growth areas. If we do not sufficiently invest in new technology and adapt to industry developments, or evolve and expand our business at sufficient speed and scale, or if we do not make the right strategic investments to respond to these developments and successfully drive innovation, our services and

solutions, our results of operations, and our ability to develop and maintain a competitive advantage and to execute on our growth strategy could be negatively affected.

We operate in a rapidly evolving environment in which there currently are, and we expect will continue to be, new technology entrants. New services or technologies offered by competitors or new entrants may make our offerings less differentiated or less competitive when compared to other alternatives, which may adversely affect our results of operations. In addition, companies in the industries we serve sometimes seek to achieve economies of scale and other synergies by combining with or acquiring other companies. If one of our current clients merges or consolidates with a company that relies on another provider for the services and solutions we offer, we may lose work from that client or lose the opportunity to gain additional work if we are not successful in generating new opportunities from the merger or consolidation. At any given time in a particular operating group, business, industry or geography, one or a small number of clients could contribute a significant portion of our consolidated revenues, and any decision by such a client to delay, reduce, or eliminate spending on our services and solutions could have a disproportionate impact on the results of operations in the relevant operating group, business, industry and/or geography.

Many of our consulting contracts are less than 12 months in duration, and these contracts typically permit a client to terminate the agreement with as little as 30 days' notice. Longer-term, larger and more complex contracts, such as the majority of our outsourcing contracts, generally require a longer notice period for termination and often include an early termination charge to be paid to us, but this charge might not be sufficient to cover our costs or make up for anticipated ongoing revenues and profits lost upon termination of the contract. Many of our contracts allow clients to terminate, delay, reduce or eliminate spending on the services and solutions we provide. Additionally, a client could choose not to retain us for additional stages of a project, try to renegotiate the terms of its contract or cancel or delay additional planned work. When contracts are terminated or not renewed, we lose the anticipated revenues, and it may take significant time to replace the level of revenues lost. Consequently, our results of operations in subsequent periods could be materially lower than expected. The specific business or financial condition of a client, changes in management and changes in a client's strategy are also all factors that can result in terminations, cancellations or delays.

If we are unable to keep our supply of skills and resources in balance with client demand around the world and attract and retain professionals with strong leadership skills, our business, the utilization rate of our professionals and our results of operations may be materially adversely affected.

Our success is dependent, in large part, on our ability to keep our supply of market-leading skills and capabilities in balance with client demand around the world and our ability to attract and retain personnel with the knowledge and skills to lead our business globally. We must hire or reskill, retain and motivate appropriate numbers of talented people with diverse skills in order to serve clients across the globe, respond quickly to rapid and ongoing changes in technology, industry and the macroeconomic environment, and constantly innovate to grow our business. For example, if we are unable to hire or retrain our employees to keep pace with the rapid and continuous changes in technology and the industries we serve or changes in the types of services and solutions clients are demanding, we may not be able to innovate and deliver new services and solutions to fulfill client demand. There is intense competition for scarce talent with market-leading skills and capabilities in new technologies, and our competitors have directly targeted our employees with these highly sought-after skills and may continue to do so. As a result, we may be unable to cost-effectively hire and retain employees with these market-leading skills, which may cause us to incur increased costs. As technology evolves and we expand our services and solutions, we must also hire and retain an increasing number of professionals with unique and highly specialized skills.

We are particularly dependent on retaining members of Accenture Leadership with critical capabilities. If we are unable to do so, our ability to innovate, generate new business opportunities and effectively lead large and complex transformations and client relationships could be jeopardized. We depend on identifying, developing and retaining top talent to innovate and lead our businesses. This includes developing talent and leadership capabilities in emerging markets, where the depth of skilled employees may be limited, and competition for these resources is intense. Our ability to expand geographically depends, in large part, on our ability to attract, develop, retain and integrate both leaders for the local business and people with critical capabilities.

Similarly, our profitability depends on our ability to effectively source and staff people with the right mix of skills and experience to perform services for our clients, including our ability to transition employees to new assignments on a timely basis. If we are unable to effectively deploy our employees globally on a timely basis to fulfill the needs of our clients, our profitability could suffer. If the utilization rate of our professionals is too high, it could have an adverse effect on employee engagement and attrition, the quality of the work performed as well as our ability to staff projects. If our utilization rate is too low, our profitability and the engagement of our employees could suffer. The costs associated with recruiting and training employees are significant. An important element of our global business model is the deployment of our employees around the world, which allows us to move talent as needed. Therefore, if we are not

able to deploy the talent we need because of increased regulation of immigration or work visas, including limitations placed on the number of visas granted, limitations on the type of work performed or location in which the work can be performed, and new or higher minimum salary requirements, it could be more difficult to staff our employees on client engagements and could increase our costs.

Our equity-based incentive compensation plans are designed to reward high-performing individuals for their contributions and provide incentives for them to remain with us. If the anticipated value of such incentives does not materialize because of volatility or lack of positive performance in our stock price, or if our total compensation package is not viewed as being competitive, our ability to attract and retain the personnel we need could be adversely affected. In addition, if we do not obtain the shareholder approval needed to continue granting equity awards under our share plans in the amounts we believe are necessary, our ability to attract and retain personnel could be negatively affected.

There is a risk that at certain points in time, and in certain geographical regions, we will find it difficult to hire and retain a sufficient number of employees with the skills or backgrounds to meet current and/or future demand. In these cases, we might need to redeploy existing personnel or increase our reliance on subcontractors to fill certain labor needs, and if not done effectively, our profitability could be negatively impacted. Additionally, if demand for our services and solutions were to escalate at a high rate, we may need to adjust our compensation practices, which could put upward pressure on our costs and adversely affect our profitability if we are unable to recover these increased costs. At certain times, however, we may also have more personnel than we need in certain skill sets or geographies or at compensation levels that are not aligned with skill sets. In these situations, we have engaged, and may in the future engage, in actions to rebalance our resources, including reducing the rate of new hires and increasing involuntary terminations as a means to keep our supply of skills and resources in balance with client demand. If we are not successful in these initiatives, our results of operations could be adversely affected.

We could face legal, reputational and financial risks if we fail to protect client and/or Accenture data from security breaches or cyberattacks.

We are dependent on information technology networks and systems to securely process, transmit and store electronic information and to communicate among our locations around the world and with our people, clients, alliance partners and vendors. As the breadth and complexity of this infrastructure continues to grow, including as a result of the use of mobile technologies, social media and cloud-based services, the risk of security breaches and cyberattacks increases. Such breaches could lead to shutdowns or disruptions of or damage to our systems and those of our clients, alliance partners and vendors, and unauthorized disclosure of sensitive or confidential information, including personal data. In the past, we have experienced data security breaches resulting from unauthorized access to our and our service providers' systems, which to date have not had a material impact on our operations; however, there is no assurance that such impacts will not be material in the future.

In providing services and solutions to clients, we often manage, utilize and store sensitive or confidential client or Accenture data, including personal data, and we expect these activities to increase, including through the use of artificial intelligence, the internet of things and analytics. Unauthorized disclosure of sensitive or confidential client or Accenture data, whether through systems failure, employee negligence, fraud, misappropriation, or other intentional or unintentional acts, could damage our reputation, cause us to lose clients and could result in significant financial exposure. Similarly, unauthorized access to or through our or our service providers' information systems or those we develop for our clients, whether by our employees or third parties, including a cyberattack by computer programmers, hackers, members of organized crime and/or state-sponsored organizations, who continuously develop and deploy viruses, ransomware or other malicious software programs or social engineering attacks, could result in negative publicity, significant remediation costs, legal liability, damage to our reputation and government sanctions and could have a material adverse effect on our results of operations. Cybersecurity threats are constantly expanding and evolving, thereby increasing the difficulty of detecting and defending against them and maintaining effective security measures and protocols.

We are subject to numerous laws and regulations designed to protect this information, such as the European Union's General Data Protection Regulation ("GDPR"), which became effective in May 2018, various U.S. federal and state laws governing the protection of health or other personally identifiable information and data privacy and cybersecurity laws in other regions. These laws and regulations are increasing in complexity and number, change frequently and increasingly conflict among the various countries in which we operate, which has resulted in greater compliance risk and cost for us. The GDPR imposes new compliance obligations regarding the handling of personal data and has significantly increased financial penalties for noncompliance. For example, failure to comply with the GDPR may lead to regulatory enforcement actions, which can result in monetary penalties of up to 4% of worldwide revenue, orders to discontinue certain data processing operations, private lawsuits, or reputational damage. If any person, including any of our employees, negligently disregards or intentionally breaches our established controls with respect to client or Accenture data, or otherwise mismanages or misappropriates that data, we could be subject to

significant litigation, monetary damages, regulatory enforcement actions, fines and/or criminal prosecution in one or more jurisdictions. These monetary damages might not be subject to a contractual limit of liability or an exclusion of consequential or indirect damages and could be significant. In addition, our liability insurance, which includes cyber insurance, might not be sufficient in type or amount to cover us against claims related to security breaches, cyberattacks and other related breaches.

The markets in which we operate are highly competitive, and we might not be able to compete effectively.

The markets in which we offer our services and solutions are highly competitive. Our competitors include:

- large multinational providers, including the services arms of large global technology providers (hardware, equipment and software), that offer some or all of the services and solutions that we do;
- off-shore service providers in lower-cost locations, particularly in India, that offer services globally that are similar to the services and solutions we offer;
- accounting firms that provide consulting and other services and solutions in areas that compete with us;
- solution or service providers that compete with us in a specific geographic market, industry segment or service area, including digital and advertising agencies and emerging start-ups and other companies that can scale rapidly to focus on or disrupt certain markets and provide new or alternative products, services or delivery models; and
- in-house departments of large corporations that use their own resources, rather than engage an outside firm for the types of services and solutions we provide.

Some competitors may have greater financial, marketing or other resources than we do and, therefore, may be better able to compete for new work and skilled professionals, may be able to innovate and provide new services and solutions faster than we can or may be able to anticipate the need for services and solutions before we do.

Even if we have potential offerings that address marketplace or client needs, competitors may be more successful at selling similar services they offer, including to companies that are our clients. Some competitors are more established in certain markets, and that may make executing our geographic expansion strategy in these markets more challenging. Additionally, competitors may also offer more aggressive contractual terms, which may affect our ability to win work. Our future performance is largely dependent on our ability to compete successfully in the markets we currently serve, while expanding into additional markets. If we are unable to compete successfully, we could lose market share and clients to competitors, which could materially adversely affect our results of operations.

In addition, we may face greater competition due to consolidation of companies in the technology sector through strategic mergers or acquisitions. Consolidation activity may result in new competitors with greater scale, a broader footprint or offerings that are more attractive than ours. Over time, our access to certain technology products and services may be reduced as a result of this consolidation. Additionally, vertically integrated companies are able to offer as a single provider more integrated services (software and hardware) to clients than we can in some cases and therefore may represent a more attractive alternative to clients. If buyers of services favor using a single provider for an integrated technology stack, such buyers may direct more business to such competitors, and this could materially adversely affect our competitive position and our results of operations.

Changes in our level of taxes, as well as audits, investigations and tax proceedings, or changes in tax laws or in their interpretation or enforcement, could have a material adverse effect on our effective tax rate, results of operations, cash flows and financial condition.

We are subject to taxes in numerous jurisdictions. We calculate and provide for taxes in each tax jurisdiction in which we operate. Tax accounting often involves complex matters and requires our judgment to determine our worldwide provision for income taxes and other tax liabilities. We are subject to ongoing audits, investigations and tax proceedings in various jurisdictions. Tax authorities have disagreed, and may in the future disagree, with our judgments, and are taking increasingly aggressive positions opposing the judgments we make, including with respect to our intercompany transactions. We regularly assess the likely outcomes of our audits, investigations and tax proceedings to determine the appropriateness of our tax liabilities. However, our judgments might not be sustained as a result of these audits, investigations and tax proceedings, and the amounts ultimately paid could be materially different from the amounts previously recorded.

In addition, our effective tax rate in the future could be adversely affected by challenges to our intercompany transactions, changes in the valuation of deferred tax assets and liabilities and changes in tax laws or in their interpretation or enforcement, changes in the mix of earnings in countries with differing statutory tax rates, the expiration of current tax benefits and changes in accounting principles, including the U.S. generally accepted accounting principles. Tax rates in the jurisdictions in which we operate may change materially as a result of shifting economic conditions

and tax policies. In addition, changes in tax laws, treaties or regulations, or their interpretation or enforcement, have become more unpredictable and may become more stringent, which could materially adversely affect our tax position.

A number of countries where we do business, including the United States and many countries in the European Union, have implemented, and are considering implementing, changes in relevant tax, accounting and other laws, regulations and interpretations. For example, in December 2017, the U.S. enacted the Tax Cuts and Jobs Act (the "Tax Act"), which significantly changed U.S. tax law. The Tax Act's "base erosion and anti-abuse tax" provisions, or regulations issued thereunder, could adversely impact our ongoing effective tax rate by imposing taxes on our intercompany transactions and limiting our ability to deduct certain expenses.

The overall tax environment has made it increasingly challenging for multinational corporations to operate with certainty about taxation in many jurisdictions. For example, the European Commission has been conducting investigations, focusing on whether local country tax rulings or tax legislation provide preferential tax treatment that violates European Union state aid rules. Furthermore, the Organization for Economic Co-operation and Development ("OECD"), which represents a coalition of member countries, is supporting changes to numerous long-standing tax principles through its base erosion and profit shifting project, which is focused on a number of issues, including the shifting of profits among affiliated entities located in different tax jurisdictions. The changes recommended by the OECD have been or are being adopted by many of the countries in which we do business. In addition, the European Commission has expanded upon the OECD guidelines with anti-tax avoidance directives to be applied by its member states. Among other things, the directives require companies to provide increased country-by-country disclosure of their financial information to tax authorities, which in turn could lead to disagreements by jurisdictions over the proper allocation of profits between them. The increasingly complex global tax environment could have a material adverse effect on our effective tax rate, results of operations, cash flows and financial condition.

Although we expect to be able to rely on the tax treaty between the United States and Ireland, legislative or diplomatic action could be taken, or the treaty may be amended in such a way, that would prevent us from being able to rely on such treaty. Our inability to rely on the treaty would subject us to increased taxation or significant additional expense. In addition, congressional proposals could change the definition of a U.S. person for U.S. federal income tax purposes, which could also subject us to increased taxation. In addition, we could be materially adversely affected by future changes in tax law or policy (or in their interpretation or enforcement) in Ireland or other jurisdictions where we operate, including their treaties with Ireland or the United States. These changes could be exacerbated by economic, budget or other challenges facing Ireland or these other jurisdictions.

Our profitability could materially suffer if we are unable to obtain favorable pricing for our services and solutions, if we are unable to remain competitive, if our cost-management strategies are unsuccessful or if we experience delivery inefficiencies.

Our profitability is highly dependent on a variety of factors and could be materially impacted by any of the following:

Our results of operations could materially suffer if we are not able to obtain sufficient pricing to meet our profitability expectations. If we are not able to obtain favorable pricing for our services and solutions, our revenues and profitability could materially suffer. The rates we are able to charge for our services and solutions are affected by a number of factors, including:

- general economic and political conditions;
- our clients' desire to reduce their costs;
- the competitive environment in our industry;
- our ability to accurately estimate our service delivery costs, upon which our pricing is sometimes determined, includes our ability to estimate the impact of inflation and foreign exchange on our service delivery costs over long-term contracts; and
- the procurement practices of clients and their use of third-party advisors.

Our profitability could suffer if we are not able to remain competitive. The competitive environment in our industry affects our ability to secure new contracts at our target economics in a number of ways, any of which could have a material negative impact on our results of operations. The less we are able to differentiate our services and solutions and/or clearly convey the value of our services and solutions, the more risk we have in winning new work in sufficient volumes and at our target pricing and overall economics. In addition, the introduction of new services or products by competitors could reduce our ability to obtain favorable pricing and impact our overall economics for the services or solutions we offer. Competitors may be willing, at times, to price contracts lower than us in an effort to enter the market or increase market share.

Our profitability could suffer if our cost-management strategies are unsuccessful, and we may not be able to improve our profitability. Our ability to improve or maintain our profitability is dependent on our being able to successfully manage our costs, including taking actions to reduce certain costs. Our cost management strategies include maintaining appropriate alignment between the demand for our services and solutions and the workforce needed to deliver them. If we are not effective in managing our operating costs in response to changes in demand or pricing, or if we are unable to cost-effectively hire and retain personnel with the knowledge and skills necessary to deliver our services and solutions, particularly in areas of new technologies and offerings and in the right geographic locations, we may incur increased costs, which could reduce our ability to continue to invest in our business in an amount necessary to achieve our planned rates of growth and our desired levels of profitability.

If we do not accurately anticipate the cost, risk and complexity of performing our work or if third parties upon whom we rely do not meet their commitments, then our contracts could have delivery inefficiencies and be less profitable than expected or unprofitable. Our contract profitability is highly dependent on our forecasts regarding the effort and cost necessary to deliver our services and solutions, which are based on available data and could turn out to be materially inaccurate. If we do not accurately estimate the effort, costs or timing for meeting our contractual commitments and/or completing engagements to a client's satisfaction, our contracts could yield lower profit margins than planned or be unprofitable. Similarly, if we experience unanticipated delivery difficulties due to our management, the failure of third parties to meet their commitments or for any other reason, our contracts could yield lower profit margins than planned or be unprofitable. In particular, large and complex arrangements often require that we utilize subcontractors or that our services and solutions incorporate or coordinate with the software, systems or infrastructure requirements of other vendors and service providers, including companies with which we have alliances. Our profitability depends on the ability of these subcontractors, vendors and service providers to deliver their products and services in a timely manner and in accordance with the project requirements, as well as on our effective oversight of their performance. In some cases, these subcontractors are small firms, and they might not have the resources or experience to successfully integrate their services or products with large-scale engagements or enterprises. Some of this work involves new technologies, which may not work as intended or may take more effort to implement than initially predicted. In addition, certain client work requires the use of unique and complex structures and alliances, some of which require us to assume responsibility for the performance of third parties whom we do not control. Any of these factors could adversely affect our ability to perform and subject us to additional liabilities, which could have a material adverse effect on our relationships with clients and on our results of operations.

Our results of operations could be materially adversely affected by fluctuations in foreign currency exchange rates.

Although we report our results of operations in U.S. dollars, a majority of our net revenues is denominated in currencies other than the U.S. dollar. Unfavorable fluctuations in foreign currency exchange rates have had an adverse effect, and could in the future have a material adverse effect, on our results of operations.

Because our consolidated financial statements are presented in U.S. dollars, we must translate revenues, expenses and income, as well as assets and liabilities, into U.S. dollars at exchange rates in effect during or at the end of each reporting period. Therefore, changes in the value of the U.S. dollar against other currencies will affect our net revenues, operating income and the value of balance-sheet items, including intercompany payables and receivables, originally denominated in other currencies. These changes cause our growth in consolidated earnings stated in U.S. dollars to be higher or lower than our growth in local currency when compared against other periods. Our currency hedging programs, which are designed to partially offset the impact on consolidated earnings related to the changes in value of certain balance sheet items, might not be successful. Additionally, some transactions and balances may be denominated in currencies for which there is no available market to hedge.

As we continue to leverage our global delivery model, more of our expenses are incurred in currencies other than those in which we bill for the related services. An increase in the value of certain currencies, such as the Indian rupee or Philippine peso, against the currencies in which our revenue is recorded could increase costs for delivery of services at off-shore sites by increasing labor and other costs that are denominated in local currency. Our contractual provisions or cost management efforts might not be able to offset their impact, and our currency hedging activities, which are designed to partially offset this impact, might not be successful. This could result in a decrease in the profitability of our contracts that are utilizing delivery center resources. Conversely, a decrease in the value of certain currencies, such as the Indian rupee or Philippine peso, against the currencies in which our revenue is recorded could place us at a competitive disadvantage compared to service providers that benefit to a greater degree from such a decrease and can, as a result, deliver services at a lower cost. In addition, our currency hedging activities are themselves subject to risk. These include risks related to counterparty performance under hedging contracts, risks related to ineffective hedges and risks related to currency fluctuations. We also face risks that extreme economic conditions, political instability, or hostilities or disasters of the type described below could impact or perhaps eliminate the underlying

exposures that we are hedging. Such an event could lead to losses being recognized on the currency hedges then in place that are not offset by anticipated changes in the underlying hedge exposure.

As a result of our geographically diverse operations and our growth strategy to continue geographic expansion, we are more susceptible to certain risks.

We have offices and operations in more than 200 cities in 52 countries around the world. One aspect of our growth strategy is to continue to expand in key markets around the world. Our growth strategy might not be successful. If we are unable to manage the risks of our global operations and geographic expansion strategy, including the concentration of our global delivery capability in India and the Philippines, international hostilities, terrorist activities, natural disasters and security breaches, failure to maintain compliance with our clients' control requirements and multiple legal and regulatory systems, our results of operations and ability to grow could be materially adversely affected. In addition, emerging markets generally involve greater financial and operational risks, such as those described below, than our more mature markets. Negative or uncertain political climates in countries or geographies where we operate could also adversely affect us.

Our global delivery capability is concentrated in India and the Philippines, which may expose us to operational risks. Our business model is dependent on our global delivery capability, which includes Accenture personnel based at more than 50 delivery centers around the world. While these delivery centers are located throughout the world, we have based large portions of our delivery capability in India, where we have the largest number of people located in our delivery centers, and the Philippines, where we have the second largest number of people located. Concentrating our global delivery capability in these locations presents a number of operational risks, including those listed in the following paragraph, many of which are beyond our control. Our business continuity and disaster recovery plans may not be effective, particularly if catastrophic events occur. If any of these circumstances occurs, we have a greater risk that interruptions in communications with our clients and other Accenture locations and personnel, and any down-time in important processes we operate for clients, could result in a material adverse effect on our results of operations and our reputation in the marketplace.

International hostilities, terrorist activities, natural disasters, pandemics and infrastructure disruptions could prevent us from effectively serving our clients and thus adversely affect our results of operations. Acts of terrorist violence; political unrest; regional and international hostilities and international responses to these hostilities; natural disasters, volcanic eruptions, sea level rise, floods, droughts and the increasing frequency and severity of adverse weather conditions; health emergencies or pandemics or the threat of or perceived potential for these events; and other acts of god could have a negative impact on us. These events could adversely affect our clients' levels of business activity and precipitate sudden and significant changes in regional and global economic conditions and cycles. These events also pose significant risks to our people and to physical facilities and operations around the world, whether the facilities are ours or those of our alliance partners, suppliers or clients. By disrupting communications and travel and increasing the difficulty of obtaining and retaining highly skilled and qualified personnel, these events could make it difficult or impossible for us to deliver our services and solutions to our clients. Extended disruptions of electricity, other public utilities or network services at our facilities, as well as physical infrastructure damage to, system failures at, cyberattacks on, or security breaches in, our facilities or systems, could also adversely affect our ability to conduct our business and serve our clients. We might be unable to protect our people, facilities and systems against all such occurrences. We generally do not have insurance for losses and interruptions caused by terrorist attacks, conflicts and wars. If these disruptions prevent us from effectively serving our clients, our results of operations could be adversely affected.

We could be subject to strict restrictions on the movement of cash and the exchange of foreign currencies. In some countries, we could be subject to strict restrictions on the movement of cash and the exchange of foreign currencies, which would limit our ability to use this cash across our global operations and expose us to more extreme currency fluctuations. This risk could increase as we continue our geographic expansion in key markets around the world, which include emerging markets that are more likely to impose these restrictions than more established markets.

Our global operations expose us to numerous and sometimes conflicting legal and regulatory requirements, and violation of these regulations could harm our business. We are subject to numerous, and sometimes conflicting, legal regimes on matters as diverse as anticorruption, import/export controls, content requirements, trade restrictions, tariffs, taxation, sanctions, immigration, internal and disclosure control obligations, securities regulation, anti-competition, anti-money-laundering, data privacy and protection, government compliance, wage-and-hour standards, and employment and labor relations. The global nature of our operations, including emerging markets where legal systems may be less developed or understood by us, and the diverse nature of our operations across a number of regulated industries, further increase the difficulty of compliance. Compliance with diverse legal requirements is costly, time-consuming and requires significant resources. Violations of one or more of these regulations in the conduct of our business could result in significant fines, enforcement actions or criminal sanctions against us and/or our employees,

prohibitions on doing business and damage to our reputation. Violations of these regulations in connection with the performance of our obligations to our clients also could result in liability for significant monetary damages, fines, enforcement actions and/or criminal prosecution or sanctions, unfavorable publicity and other reputational damage and restrictions on our ability to effectively carry out our contractual obligations and thereby expose us to potential claims from our clients. Due to the varying degrees of development of the legal systems of the countries in which we operate, local laws may not be well developed or provide sufficiently clear guidance and may be insufficient to protect our rights.

In particular, in many parts of the world, including countries in which we operate and/or seek to expand, practices in the local business community might not conform to international business standards and could violate anticorruption laws, or regulations, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Our employees, subcontractors, vendors, agents, alliance or joint venture partners, the companies we acquire and their employees, subcontractors, vendors and agents, and other third parties with which we associate, could take actions that violate policies or procedures designed to promote legal and regulatory compliance or applicable anticorruption laws or regulations. Violations of these laws or regulations by us, our employees or any of these third parties could subject us to criminal or civil enforcement actions (whether or not we participated or knew about the actions leading to the violations), including fines or penalties, disgorgement of profits and suspension or disqualification from work, including U.S. federal contracting, any of which could materially adversely affect our business, including our results of operations and our reputation.

Changes in laws and regulations could also mandate significant and costly changes to the way we implement our services and solutions or could impose additional taxes on our services and solutions. For example, changes in laws and regulations to limit using off-shore resources in connection with our work or to penalize companies that use off-shore resources, which have been proposed from time to time in various jurisdictions, could adversely affect our results of operations. Such changes may result in contracts being terminated or work being transferred on-shore, resulting in greater costs to us. In addition, these changes could have a negative impact on our ability to obtain future work from government clients.

Our business could be materially adversely affected if we incur legal liability.

We are subject to, and may become a party to, a variety of litigation or other claims and suits that arise from time to time in the ordinary course of our business. Our business is subject to the risk of litigation involving current and former employees, clients, alliance partners, subcontractors, suppliers, competitors, shareholders, government agencies or others through private actions, class actions, whistleblower claims, administrative proceedings, regulatory actions or other litigation. Regardless of the merits of the claims, the cost to defend current and future litigation may be significant, and such matters can be time-consuming and divert management's attention and resources. The results of litigation and other legal proceedings are inherently uncertain, and adverse judgments or settlements in some or all of these legal disputes may result in materially adverse monetary damages, fines, penalties or injunctive relief against us. Any claims or litigation, even if fully indemnified or insured, could damage our reputation and make it more difficult to compete effectively or to obtain adequate insurance in the future.

For example, we could be subject to significant legal liability and litigation expense if we fail to meet our contractual obligations, contribute to internal control deficiencies of a client or otherwise breach obligations to third parties, including clients, alliance partners, employees and former employees, and other parties with whom we conduct business, or if our subcontractors breach or dispute the terms of our agreements with them and impede our ability to meet our obligations to our clients. We may enter into agreements with non-standard terms because we perceive an important economic opportunity or because our personnel did not adequately follow our contracting guidelines. In addition, the contracting practices of competitors, along with the demands of increasingly sophisticated clients, may cause contract terms and conditions that are unfavorable to us to become new standards in the marketplace. We may find ourselves committed to providing services or solutions that we are unable to deliver or whose delivery will reduce our profitability or cause us financial loss. If we cannot or do not meet our contractual obligations and if our potential liability is not adequately limited through the terms of our agreements, liability limitations are not enforced or a third party alleges fraud or other wrongdoing to prevent us from relying upon those contractual protections, we might face significant legal liability and litigation expense and our results of operations could be materially adversely affected. In addition, as we expand our services and solutions into new areas, such as taking over the operation of certain portions of our clients' businesses, which increasingly include the operation of functions and systems that are critical to the core businesses of our clients, we may be exposed to additional operational, regulatory or other risks specific to these new areas, including risks related to data security. A failure of a client's system based on our services or solutions could also subject us to a claim for significant damages that could materially adversely affect our results of operations.

While we maintain insurance for certain potential liabilities, such insurance does not cover all types and amounts of potential liabilities and is subject to various exclusions as well as caps on amounts recoverable. Even if we believe

a claim is covered by insurance, insurers may dispute our entitlement to recovery for a variety of potential reasons, which may affect the timing and, if they prevail, the amount of our recovery.

Our work with government clients exposes us to additional risks inherent in the government contracting environment.

Our clients include national, provincial, state and local governmental entities. Our government work carries various risks inherent in the government contracting process. These risks include, but are not limited to, the following:

- Government entities, particularly in the United States, often reserve the right to audit our contract costs and conduct inquiries and investigations of our business practices and compliance with government contract requirements. U.S. government agencies, including the Defense Contract Audit Agency, routinely audit our contract costs, including allocated indirect costs, for compliance with the Cost Accounting Standards and the Federal Acquisition Regulation. These agencies also conduct reviews and investigations and make inquiries regarding our accounting and other systems in connection with our performance and business practices with respect to our government contracts. Negative findings from existing and future audits, investigations or inquiries could affect our future sales and profitability by preventing us, by operation of law or in practice, from receiving new government contracts for some period of time. In addition, if the U.S. government concludes that certain costs are not reimbursable, have not been properly determined or are based on outdated estimates of our work, then we will not be allowed to bill for such costs, may have to refund money that has already been paid to us or could be required to retroactively and prospectively adjust previously agreed to billing or pricing rates for our work. Negative findings from existing and future audits of our business systems, including our accounting system, may result in the U.S. government preventing us from billing, at least temporarily, a percentage of our costs. As a result of prior negative findings in connection with audits, investigations and inquiries, we have from time to time experienced some of the adverse consequences described above and may in the future experience further adverse consequences, which could materially adversely affect our future results of operations.
- If a government client discovers improper or illegal activities in the course of audits or investigations, we may become subject to various civil and criminal penalties, including those under the civil U.S. False Claims Act, and administrative sanctions, which may include termination of contracts, forfeiture of profits, suspension of payments, fines and suspensions or debarment from doing business with other agencies of that government. The inherent limitations of internal controls may not prevent or detect all improper or illegal activities.
- U.S. government contracting regulations impose strict compliance and disclosure obligations. Disclosure is required if certain company personnel have knowledge of “credible evidence” of a violation of federal criminal laws involving fraud, conflict of interest, bribery or improper gratuity, a violation of the civil U.S. False Claims Act or receipt of a significant overpayment from the government. Failure to make required disclosures could be a basis for suspension and/or debarment from federal government contracting in addition to breach of the specific contract and could also impact contracting beyond the U.S. federal level. Reported matters also could lead to audits or investigations and other civil, criminal or administrative sanctions.
- Government contracts are subject to heightened reputational and contractual risks compared to contracts with commercial clients. For example, government contracts and the proceedings surrounding them are often subject to more extensive scrutiny and publicity. Negative publicity, including an allegation of improper or illegal activity, regardless of its accuracy, may adversely affect our reputation.
- Terms and conditions of government contracts also tend to be more onerous and are often more difficult to negotiate. For example, these contracts often contain high or unlimited liability for breaches and feature less favorable payment terms and sometimes require us to take on liability for the performance of third parties.
- Government entities typically fund projects through appropriated monies. While these projects are often planned and executed as multi-year projects, government entities usually reserve the right to change the scope of or terminate these projects for lack of approved funding and/or at their convenience. Changes in government or political developments, including budget deficits, shortfalls or uncertainties, government spending reductions or other debt constraints could result in our projects being reduced in price or scope or terminated altogether, which also could limit our recovery of incurred costs, reimbursable expenses and profits on work completed prior to the termination. Furthermore, if insufficient funding is appropriated to the government entity to cover termination costs, we may not be able to fully recover our investments.
- Political and economic factors such as pending elections, the outcome of recent elections, changes in leadership among key executive or legislative decision makers, revisions to governmental tax or other policies and reduced tax revenues can affect the number and terms of new government contracts signed or the speed at which new contracts are signed, decrease future levels of spending and authorizations for programs that

we bid, shift spending priorities to programs in areas for which we do not provide services and/or lead to changes in enforcement or how compliance with relevant rules or laws is assessed.

- Our ability to work for the U.S. government is impacted by the fact that we are an Irish company. We elected to enter into a proxy agreement with the U.S. Department of Defense that enhances the ability of our U.S. federal government contracting subsidiary to perform certain work for the U.S. government. The proxy agreement regulates the management and operation of, and limits the control we can exercise over, this subsidiary. In addition, legislative and executive proposals remain under consideration or could be proposed in the future, which, if enacted, could place additional limitations on or even prohibit our eligibility to be awarded state or federal government contracts in the United States or could include requirements that would otherwise affect our results of operations. Various U.S. federal and state legislative proposals have been introduced and/or enacted in recent years that deny government contracts to certain U.S. companies that reincorporate or have reincorporated outside the United States. While Accenture was not a U.S. company that reincorporated outside the United States, it is possible that these contract bans and other legislative proposals could be applied in a way that negatively affects Accenture.

The occurrences or conditions described above could affect not only our business with the particular government entities involved, but also our business with other entities of the same or other governmental bodies or with certain commercial clients, and could have a material adverse effect on our business or our results of operations.

If we are unable to manage the organizational challenges associated with our size, we might be unable to achieve our business objectives.

As of August 31, 2018, we had approximately 459,000 employees worldwide. Our size and scale present significant management and organizational challenges. It might become increasingly difficult to maintain effective standards across a large enterprise and effectively institutionalize our knowledge. It might also become more difficult to maintain our culture, effectively manage and monitor our personnel and operations and effectively communicate our core values, policies and procedures, strategies and goals, particularly given our world-wide operations. The size and scope of our operations increase the possibility that we will have employees who engage in unlawful or fraudulent activity, or otherwise expose us to unacceptable business risks, despite our efforts to train them and maintain internal controls to prevent such instances. For example, employee misconduct could involve the improper use of our clients' sensitive or confidential information or the failure to comply with legislation or regulations regarding the protection of sensitive or confidential information. Furthermore, the inappropriate use of social networking sites by our employees could result in breaches of confidentiality, unauthorized disclosure of non-public company information or damage to our reputation. If we do not continue to develop and implement the right processes and tools to manage our enterprise and instill our culture and core values into all of our employees, our ability to compete successfully and achieve our business objectives could be impaired. In addition, from time to time, we have made, and may continue to make, changes to our operating model, including how we are organized, as the needs and size of our business change, and if we do not successfully implement the changes, our business and results of operation may be negatively impacted.

If we do not successfully manage and develop our relationships with key alliance partners or if we fail to anticipate and establish new alliances in new technologies, our results of operations could be adversely affected.

We have alliances with companies whose capabilities complement our own. A very significant portion of our revenue and services and solutions are based on technology or software provided by a few major alliance partners. See "Business—Alliances."

The business that we conduct through these alliances could decrease or fail to grow for a variety of reasons. The priorities and objectives of our alliance partners may differ from ours, and our alliance partners are not prohibited from competing with us or forming closer or preferred arrangements with our competitors. In addition, some of our alliance partners are also large clients or suppliers of technology to Accenture. The decisions we make vis-à-vis an alliance partner may impact our ongoing alliance relationship. In addition, our alliance partners could experience reduced demand for their technology or software, including, for example, in response to changes in technology, which could lessen related demand for our services and solutions.

We must anticipate and respond to continuous changes in technology and develop alliance relationships with new providers of relevant technology. We must secure meaningful alliances with these providers early in their life cycle so that we can develop the right number of certified people with skills in new technologies. If we are unable to maintain our relationships with current partners and identify new and emerging providers of relevant technology to expand our network of alliance partners, we may not be able to differentiate our services or compete effectively in the market.

If we do not obtain the expected benefits from our alliance relationships for any reason, we may be less competitive, our ability to offer attractive solutions to our clients may be negatively affected, and our results of operations could be adversely affected.

Our ability to attract and retain business and employees may depend on our reputation in the marketplace.

We believe the Accenture brand name and our reputation are important corporate assets that help distinguish our services and solutions from those of competitors and also contribute to our efforts to recruit and retain talented employees. However, our corporate reputation is potentially susceptible to material damage by events such as disputes with clients, cybersecurity breaches or service outages, internal control deficiencies, delivery failures, compliance violations, government investigations or legal proceedings. Similarly, our reputation could be damaged by actions or statements of current or former clients, directors, employees, competitors, vendors, alliance partners, joint venture partners, adversaries in legal proceedings, legislators or government regulators, as well as members of the investment community or the media, including social media influencers. There is a risk that negative or inaccurate information about Accenture, even if based on rumor or misunderstanding, could adversely affect our business. Damage to our reputation could be difficult, expensive and time-consuming to repair, could make potential or existing clients reluctant to select us for new engagements, resulting in a loss of business, and could adversely affect our recruitment and retention efforts. Damage to our reputation could also reduce the value and effectiveness of the Accenture brand name and could reduce investor confidence in us, materially adversely affecting our share price.

We might not be successful at acquiring, investing in or integrating businesses, entering into joint ventures or divesting businesses.

We expect to continue pursuing strategic and targeted acquisitions, investments and joint ventures to enhance or add to our skills and capabilities or offerings of services and solutions, or to enable us to expand in certain geographic and other markets. Depending on the opportunities available, we may increase the amount of capital invested in such opportunities. We may not succeed in completing targeted transactions, including as a result of the market becoming increasingly competitive, or achieve desired results of operations.

Furthermore, we face risks in successfully integrating any businesses we might acquire or create through a joint venture. Ongoing business may be disrupted, and our management's attention may be diverted by acquisition, investment, transition or integration activities. In addition, we might need to dedicate additional management and other resources, and our organizational structure could make it difficult for us to efficiently integrate acquired businesses into our ongoing operations and assimilate and retain employees of those businesses into our culture and operations. The potential loss of key executives, employees, customers, suppliers, vendors and other business partners of businesses we acquire may adversely impact the value of the assets, operations or businesses. Furthermore, acquisitions or joint ventures may result in significant costs and expenses, including those related to retention payments, equity compensation, severance pay, early retirement costs, intangible asset amortization and asset impairment charges, assumed litigation and other liabilities, and legal, accounting and financial advisory fees, which could negatively affect our profitability. We may have difficulties as a result of entering into new markets where we have limited or no direct prior experience or where competitors may have stronger market positions.

We might fail to realize the expected benefits or strategic objectives of any acquisition, investment or joint venture we undertake. We might not achieve our expected return on investment or may lose money. We may be adversely impacted by liabilities that we assume from a company we acquire or in which we invest, including from that company's known and unknown obligations, intellectual property or other assets, terminated employees, current or former clients or other third parties. In addition, we may fail to identify or adequately assess the magnitude of certain liabilities, shortcomings or other circumstances prior to acquiring, investing in or partnering with a company, including potential exposure to regulatory sanctions or liabilities resulting from an acquisition target's previous activities, internal controls and security environment. If any of these circumstances occurs, they could result in unexpected legal or regulatory exposure, unfavorable accounting treatment, unexpected increases in taxes or other adverse effects on our business. In addition, we have a lesser degree of control over the business operations of the joint ventures and businesses in which we have made minority investments or in which we have acquired less than 100%. This lesser degree of control may expose us to additional reputational, financial, legal, compliance or operational risks. Litigation, indemnification claims and other unforeseen claims and liabilities may arise from the acquisition or operation of acquired businesses. For example, we may face litigation or other claims as a result of certain terms and conditions of the acquisition agreement, such as earnout payments or closing net asset adjustments. Alternatively, shareholder litigation may arise as a result of proposed acquisitions. If we are unable to complete the number and kind of investments for which we plan, or if we are inefficient or unsuccessful at integrating any acquired businesses into our operations, we may not be able to achieve our planned rates of growth or improve our market share, profitability or competitive position in specific markets or services.

We periodically evaluate, and have engaged in, the disposition of assets and businesses. Divestitures could involve difficulties in the separation of operations, services, products and personnel, the diversion of management's attention, the disruption of our business and the potential loss of key employees. After reaching an agreement with a buyer for the disposition of a business, the transaction may be subject to the satisfaction of pre-closing conditions, including obtaining necessary regulatory and government approvals, which, if not satisfied or obtained, may prevent us from completing the transaction. Divestitures may also involve continued financial involvement in or liability with respect to the divested assets and businesses, such as indemnities or other financial obligations, in which the performance of the divested assets or businesses could impact our results of operations. Any divestiture we undertake could adversely affect our results of operations.

If we are unable to protect or enforce our intellectual property rights, or if our services or solutions infringe upon the intellectual property rights of others or we lose our ability to utilize the intellectual property of others, our business could be adversely affected.

Our success depends, in part, upon our ability to obtain intellectual property protection for our proprietary methodologies, processes, software and other solutions. Existing laws of the various countries in which we provide services or solutions may offer only limited intellectual property protection of our services or solutions, and the protection in some countries may be very limited. We rely upon a combination of confidentiality policies, nondisclosure and other contractual arrangements, and patent, trade secret, copyright and trademark laws to protect our intellectual property rights. These laws are subject to change at any time and could further limit our ability to obtain or maintain intellectual property protection. There is uncertainty concerning the scope of patent and other intellectual property protection for software and business methods, which are fields in which we rely on intellectual property laws to protect our rights. Even where we obtain intellectual property protection, our intellectual property rights may not prevent or deter competitors, former employees, or other third parties from reverse engineering our solutions or proprietary methodologies and processes or independently developing services or solutions similar to or duplicative of ours. Further, the steps we take in this regard might not be adequate to prevent or deter infringement or other misappropriation of our intellectual property by competitors, former employees or other third parties, and we might not be able to detect unauthorized use of, or take appropriate and timely steps to enforce, our intellectual property rights. Enforcing our rights might also require considerable time, money and oversight, and we may not be successful in enforcing our rights.

In addition, we cannot be sure that our services and solutions, including, for example, our software solutions, or the solutions of others that we offer to our clients, do not infringe on the intellectual property rights of third parties, and these third parties could claim that we or our clients are infringing upon their intellectual property rights. Additionally, individuals and firms have purchased intellectual property assets in order to assert claims of infringement against technology providers and customers that use such technology. These claims could harm our reputation, cause us to incur substantial costs or prevent us from offering some services or solutions in the future. Any related proceedings could require us to expend significant resources over an extended period of time. In most of our contracts, we agree to indemnify our clients for expenses and liabilities resulting from claimed infringements of the intellectual property rights of third parties. In some instances, the amount of these indemnities could be greater than the revenues we receive from the client. Any claims or litigation in this area could be time-consuming and costly, damage our reputation and/or require us to incur additional costs to obtain the right to continue to offer a service or solution to our clients. If we cannot secure this right at all or on reasonable terms, or we are unable to implement in a cost-effective manner alternative technology, our results of operations could be materially adversely affected. The risk of infringement claims against us may increase as we expand our industry software solutions and continue to develop and license our software to multiple clients. Any infringement action brought against us or our clients could be costly to defend or lead to an expensive settlement or judgment against us.

Further, we rely on third-party software in providing some of our services and solutions. If we lose our ability to continue using any such software for any reason, including because it is found to infringe the rights of others, we will need to obtain substitute software or seek alternative means of obtaining the technology necessary to continue to provide such services and solutions. Our inability to replace such software, or to replace such software in a timely or cost-effective manner, could materially adversely affect our results of operations.

Changes to accounting standards or in the estimates and assumptions we make in connection with the preparation of our consolidated financial statements could adversely affect our financial results.

Our financial statements have been prepared in accordance with U.S. generally accepted accounting principles. It is possible that changes in accounting standards could have a material adverse effect on our results of operations and financial position. The application of generally accepted accounting principles requires us to make estimates and assumptions about certain items and future events that affect our reported financial condition, and our accompanying disclosure with respect to, among other things, revenue recognition and income taxes. We base our estimates on

historical experience, contractual commitments and on various other assumptions that we believe to be reasonable under the circumstances and at the time they are made. These estimates and assumptions involve the use of judgment and are subject to significant uncertainties, some of which are beyond our control. If our estimates, or the assumptions underlying such estimates, are not correct, actual results may differ materially from our estimates, and we may need to, among other things, adjust revenues or accrue additional charges that could adversely affect our results of operations.

Many of our contracts include payments that link some of our fees to the attainment of performance or business targets and/or require us to meet specific service levels. This could increase the variability of our revenues and impact our margins.

Many of our contracts include clauses that tie our compensation to the achievement of agreed-upon performance standards or milestones. If we fail to satisfy these measures, it could significantly reduce or eliminate our fees under the contracts, increase the cost to us of meeting performance standards or milestones, delay expected payments or subject us to potential damage claims under the contract terms. Clients also often have the right to terminate a contract and pursue damage claims under the contract for serious or repeated failure to meet these service commitments. We also have a number of contracts in which a portion of our compensation depends on performance measures such as cost-savings, revenue enhancement, benefits produced, business goals attained and adherence to schedule. These goals can be complex and may depend on our clients' actual levels of business activity or may be based on assumptions that are later determined not to be achievable or accurate. These provisions could increase the variability in revenues and margins earned on those contracts.

Our results of operations and share price could be adversely affected if we are unable to maintain effective internal controls.

The accuracy of our financial reporting is dependent on the effectiveness of our internal controls. We are required to provide a report from management to our shareholders on our internal control over financial reporting that includes an assessment of the effectiveness of these controls. Internal control over financial reporting has inherent limitations, including human error, the possibility that controls could be circumvented or become inadequate because of changed conditions, and fraud. Because of these inherent limitations, internal control over financial reporting might not prevent or detect all misstatements or fraud. If we cannot maintain and execute adequate internal control over financial reporting or implement required new or improved controls that provide reasonable assurance of the reliability of the financial reporting and preparation of our financial statements for external use, we could suffer harm to our reputation, incur incremental compliance costs, fail to meet our public reporting requirements on a timely basis, be unable to properly report on our business and our results of operations, or be required to restate our financial statements, and our results of operations, our share price and our ability to obtain new business could be materially adversely affected.

We might be unable to access additional capital on favorable terms or at all. If we raise equity capital, it may dilute our shareholders' ownership interest in us.

We might choose to raise additional funds through public or private debt or equity financings in order to:

- take advantage of opportunities, including more rapid expansion;
- acquire other businesses or assets;
- repurchase shares from our shareholders;
- develop new services and solutions; or
- respond to competitive pressures.

Any additional capital raised through the sale of equity could dilute shareholders' ownership percentage in us. Furthermore, any additional financing we need might not be available on terms favorable to us, or at all.

We are incorporated in Ireland and a significant portion of our assets is located outside the United States. As a result, it might not be possible for shareholders to enforce civil liability provisions of the federal or state securities laws of the United States. We may also be subject to criticism and negative publicity related to our incorporation in Ireland.

We are organized under the laws of Ireland, and a significant portion of our assets is located outside the United States. A shareholder who obtains a court judgment based on the civil liability provisions of U.S. federal or state securities laws may be unable to enforce the judgment against us in Ireland or in countries other than the United States where we have assets. In addition, there is some doubt as to whether the courts of Ireland and other countries would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on the civil liabilities

provisions of the federal or state securities laws of the United States or would hear actions against us or those persons based on those laws.

Although the United States and Ireland do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters, the Irish Courts will recognize a U.S. judgment if the following important requirements are satisfied:

- the originating court is a court of competent jurisdiction;
- the judgment is final and conclusive; and
- the judgment was not obtained by fraud and its recognition is not contrary to Irish public policy.

Any judgment obtained in contravention of the rules of natural justice or that is irreconcilable with an earlier foreign judgment would not be enforced in Ireland. Similarly, judgments might not be enforceable in countries other than the United States where we have assets.

Some companies that conduct substantial business in the United States but which have a parent domiciled in certain other jurisdictions have been criticized as improperly avoiding U.S. taxes or creating an unfair competitive advantage over U.S. companies. Accenture never conducted business under a U.S. parent company and pays U.S. taxes on all of its U.S. operations. Nonetheless, we could be subject to criticism in connection with our incorporation in Ireland.

Irish law differs from the laws in effect in the United States and might afford less protection to shareholders.

Our shareholders could have more difficulty protecting their interests than would shareholders of a corporation incorporated in a jurisdiction of the United States. As an Irish company, we are governed by the Companies Act. The Companies Act differs in some significant, and possibly material, respects from laws applicable to U.S. corporations and shareholders under various state corporation laws, including the provisions relating to interested directors, mergers and acquisitions, takeovers, shareholder lawsuits and indemnification of directors.

Under Irish law, the duties of directors and officers of a company are generally owed to the company only. Shareholders of Irish companies do not generally have rights to take action against directors or officers of the company under Irish law, and may only do so in limited circumstances. Directors of an Irish company must, in exercising their powers and performing their duties, act with due care and skill, honestly and in good faith with a view to the best interests of the company. Directors have a duty not to put themselves in a position in which their duties to the company and their personal interests might conflict and also are under a duty to disclose any personal interest in any contract or arrangement with the company or any of its subsidiaries. If a director or officer of an Irish company is found to have breached his duties to that company, he could be held personally liable to the company in respect of that breach of duty.

Under Irish law, we must have authority from our shareholders to issue any shares, including shares that are part of the company's authorized but unissued share capital. In addition, unless otherwise authorized by its shareholders, when an Irish company issues shares for cash to new shareholders, it is required first to offer those shares on the same or more favorable terms to existing shareholders on a pro-rata basis. If we are unable to obtain these authorizations from our shareholders, or are otherwise limited by the terms of our authorizations, our ability to issue shares under our equity compensation plans and, if applicable, to facilitate funding acquisitions or otherwise raise capital could be adversely affected.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We have major offices in the world's leading business centers, including Boston, Chicago, New York, San Francisco, Dublin, Frankfurt, London, Madrid, Milan, Paris, Rome, Bangalore, Beijing, Manila, Mumbai, Sao Paolo, Shanghai, Singapore, Sydney and Tokyo, among others. In total, we have offices and operations in more than 200 cities in 52 countries around the world. We do not own any material real property. Substantially all of our office space is leased under long-term leases with varying expiration dates. We believe that our facilities are adequate to meet our needs in the near future.

ITEM 3. LEGAL PROCEEDINGS

The information set forth under “Legal Contingencies” in Note 15 (Commitments and Contingencies) to our Consolidated Financial Statements under Part II, Item 8, “Financial Statements and Supplementary Data,” is incorporated herein by reference.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

EXECUTIVE OFFICERS OF THE REGISTRANT

Our executive officers and persons chosen to become executive officers as of the date hereof are as follows:

Omar Abbosh, 52, became our group chief executive—Communications, Media & Technology operating group in September 2018. From March 2015 to September 2018, he served as our chief strategy officer. Prior to assuming that role, Mr. Abbosh served in several management positions, including senior managing director—Growth & Strategy for the Resources operating group and managing director of the Resources business in the United Kingdom and Ireland. Mr. Abbosh has been with Accenture for 29 years.

Gianfranco Casati, 59, became our group chief executive—Growth Markets in January 2014. From September 2006 to January 2014, he served as our group chief executive—Products operating group. From April 2002 to September 2006, Mr. Casati was managing director of the Products operating group’s Europe operating unit. He also served as Accenture’s country managing director for Italy and as chairman of our geographic council in its IGEM (Italy, Greece, emerging markets) region, supervising Accenture offices in Italy, Greece and several Eastern European countries. Mr. Casati has been with Accenture for 34 years.

Richard P. Clark, 57, became our chief accounting officer in September 2013 and has served as our corporate controller since September 2010. Prior to that, Mr. Clark served as our senior managing director of investor relations from September 2006 to September 2010. Previously he served as our finance director—Communications, Media & Technology operating group from July 2001 to September 2006 and as our finance director—Resources operating group from 1998 to July 2001. Mr. Clark has been with Accenture for 35 years.

Johan (Jo) G. Deblaere, 56, became our chief operating officer in September 2009 and has also served as our chief executive—Europe since January 2014. From September 2006 to September 2009, Mr. Deblaere served as our chief operating officer—Outsourcing. Prior to that, from September 2005 to September 2006, he led our global network of business process outsourcing delivery centers. From September 2000 to September 2005, he had overall responsibility for work with public-sector clients in Western Europe. Mr. Deblaere has been with Accenture for 33 years.

Chad T. Jerdee, 51, became our general counsel and chief compliance officer in June 2015. From August 2010 to June 2015, Mr. Jerdee served as deputy general counsel—Sales & Delivery. Previously, he served as legal lead for the outsourcing sales legal team as well as for Accenture’s growth platforms. Mr. Jerdee has been with Accenture for 21 years.

Daniel T. London, 54, became our group chief executive—Health & Public Service operating group in June 2014. From 2009 to June 2014, Mr. London was senior managing director for Health & Public Service in North America. Previously, he served as managing director of Accenture’s Finance & Performance Management global service line. Mr. London has been with Accenture for 32 years.

Richard A. Lumb, 57, became our group chief executive—Financial Services operating group in December 2010. From June 2006 to December 2010, Mr. Lumb led our Financial Services operating group in Europe, Africa, the Middle East and Latin America. He also served as our managing director of business and market development—Financial Services operating group from September 2005 to June 2006. Mr. Lumb has been with Accenture for 33 years.

Pierre Nanterme, 59, became chairman of the Board of Directors in February 2013 and has served as our chief executive officer since January 2011. Mr. Nanterme was our group chief executive—Financial Services operating group from September 2007 to December 2010. Prior to assuming this role, Mr. Nanterme held various leadership roles throughout the Company, including serving as our chief leadership officer from May 2006 through September 2007 and our country managing director for France from November 2005 to September 2007. Mr. Nanterme has been a director since October 2010 and has been with Accenture for 35 years. Prior to its merger with and into Accenture plc in March 2018, Mr. Nanterme also served on the board of Accenture Holdings plc.

Jean-Marc Ollagnier, 56, became our group chief executive—Resources operating group in March 2011. From September 2006 to March 2011, Mr. Ollagnier led our Resources operating group in Europe, Latin America, the Middle

East and Africa. Previously, he served as our global managing director—Financial Services Solutions group and as our geographic unit managing director—Gallia. Mr. Ollagnier has been with Accenture for 32 years.

David P. Rowland, 57, became our chief financial officer in July 2013. From October 2006 to July 2013, he was our senior vice president—Finance. Previously, Mr. Rowland was our managing director—Finance Operations from July 2001 to October 2006. Prior to assuming that role, he served as our finance director—Communications, Media & Technology operating group and as our finance director—Products operating group. Mr. Rowland has been with Accenture for 35 years.

Ellyn J. Shook, 55, became our chief leadership officer in December 2015 and has also served as our chief human resources officer since March 2014. From 2012 to March 2014, Ms. Shook was our senior managing director—Human Resources and head of Accenture's Human Resources Centers of Expertise. From 2004 to 2011, she served as the global human resources lead for career management, performance management, total rewards, employee engagement and mergers and acquisitions. Ms. Shook has been with Accenture for 30 years.

Julie Spellman Sweet, 51, became our chief executive officer—North America in June 2015. From March 2010 to June 2015, she served as our general counsel, secretary and chief compliance officer. Prior to joining Accenture, Ms. Sweet was, for 10 years, a partner in the Corporate department of the law firm of Cravath, Swaine & Moore LLP, which she joined as an associate in 1992. Ms. Sweet has been with Accenture for 8 years.

Alexander M. van 't Noordende, 55, became our group chief executive—Products operating group in January 2014. From March 2011 to January 2014, he served as our group chief executive—Management Consulting. Mr. van 't Noordende was our group chief executive—Resources operating group from September 2006 to March 2011. Prior to assuming that role, he led our Resources operating group in Southern Europe, Africa, the Middle East and Latin America, and served as managing partner of the Resources operating group in France, Belgium and the Netherlands. From 2001 until September 2006, he served as our country managing director for the Netherlands. Mr. van 't Noordende has been with Accenture for 31 years.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**Price Range of Accenture plc Class A Ordinary Shares**

Accenture plc Class A ordinary shares are traded on the New York Stock Exchange under the symbol "ACN." The New York Stock Exchange is the principal United States market for these shares.

The following table sets forth, on a per share basis for the periods indicated, the high and low sale prices for Accenture plc Class A ordinary shares as reported by the New York Stock Exchange.

	Price Range	
	High	Low
Fiscal 2017		
First Quarter	\$ 124.96	\$ 108.83
Second Quarter	\$ 125.72	\$ 112.31
Third Quarter	\$ 126.53	\$ 114.82
Fourth Quarter	\$ 130.92	\$ 119.10
Fiscal 2018		
First Quarter	\$ 148.60	\$ 129.10
Second Quarter	\$ 165.58	\$ 145.75
Third Quarter	\$ 164.30	\$ 146.05
Fourth Quarter	\$ 169.92	\$ 155.30
Fiscal 2019		
First Quarter (through October 10, 2018)	\$ 175.64	\$ 161.58

The closing sale price of an Accenture plc Class A ordinary share as reported by the New York Stock Exchange consolidated tape as of October 10, 2018 was \$161.74. As of October 10, 2018, there were 326 holders of record of Accenture plc Class A ordinary shares.

There is no trading market for Accenture plc Class X ordinary shares. As of October 10, 2018, there were 16 holders of record of Accenture plc Class X ordinary shares.

To ensure that members of Accenture Leadership continue to maintain equity ownership levels that we consider meaningful, we require current members of Accenture Leadership to comply with the Accenture Equity Ownership Requirement Policy. This policy requires members of Accenture Leadership to own Accenture equity valued at a multiple (ranging from $1/2$ to 6) of their base compensation determined by their position level.

Dividend Policy

On November 15, 2016, May 15, 2017, November 15, 2017 and May 15, 2018, Accenture plc paid a semi-annual cash dividend of \$1.21, \$1.21, \$1.33 and \$1.33 per share, respectively, on our Class A ordinary shares. On November 15, 2016, May 15, 2017, and November 15, 2017, Accenture Holdings plc paid a semi-annual cash dividend of \$1.21, \$1.21 and \$1.33 per share, respectively, on its ordinary shares. Accenture Holdings plc merged with and into Accenture plc on March 13, 2018, and thereafter Accenture Holdings plc ceased to exist.

Future dividends on Accenture plc Class A ordinary shares, if any, and the timing of declaration of any such dividends, will be at the discretion of the Board of Directors of Accenture plc and will depend on, among other things, our results of operations, cash requirements and surplus, financial condition, contractual restrictions and other factors that the Board of Directors of Accenture plc may deem relevant, as well as our ability to pay dividends in compliance with the Companies Act.

In certain circumstances, as an Irish tax resident company, we may be required to deduct Irish dividend withholding tax ("DWT") (currently at the rate of 20%) from dividends paid to our shareholders. Shareholders resident in "relevant territories" (including countries that are European Union member states (other than Ireland), the United States and other countries with which Ireland has a tax treaty) may be exempted from Irish DWT. However, shareholders residing in other countries will generally be subject to Irish DWT.

Recent Sales of Unregistered Securities

None.

Purchases of Accenture plc Class A Ordinary Shares

The following table provides information relating to our purchases of Accenture plc Class A ordinary shares during the fourth quarter of fiscal 2018 . For year-to-date information on all of our share purchases, redemptions and exchanges and further discussion of our share purchase activity, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Share Purchases and Redemptions.”

Period	Total Number of Shares Purchased	Average Price Paid per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (3)
				(in millions of U.S. dollars)
June 1, 2018 — June 30, 2018				
Class A ordinary shares	1,005,320	\$ 160.73	991,649	\$ 1,290
July 1, 2018 — July 31, 2018				
Class A ordinary shares	1,147,274	\$ 165.41	925,154	\$ 1,135
August 1, 2018 — August 31, 2018				
Class A ordinary shares	1,216,504	\$ 163.26	1,130,614	\$ 950
Total				
Class A ordinary shares (4)	3,369,098	\$ 163.24	3,047,417	

- (1) Average price paid per share reflects the total cash outlay for the period, divided by the number of shares acquired, including those acquired by purchase or redemption for cash and any acquired by means of employee forfeiture.
- (2) Since August 2001 , the Board of Directors of Accenture plc has authorized and periodically confirmed a publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares. During the fourth quarter of fiscal 2018 , we purchased 3,047,417 Accenture plc Class A ordinary shares under this program for an aggregate price of \$497 million . The open-market purchase program does not have an expiration date.
- (3) As of August 31, 2018 , our aggregate available authorization for share purchases and redemptions was \$950 million , which management has the discretion to use for either our publicly announced open-market share purchase program or our other share purchase programs. Since August 2001 and as of August 31, 2018 , the Board of Directors of Accenture plc has authorized an aggregate of \$30,100 million for purchases and redemptions of Accenture plc Class A ordinary shares, Accenture Holdings plc ordinary shares (prior to March 13, 2018) or Accenture Canada Holdings Inc. exchangeable shares.
- (4) During the fourth quarter of fiscal 2018 , Accenture purchased 321,681 Accenture plc Class A ordinary shares in transactions unrelated to publicly announced share plans or programs. These transactions consisted of acquisitions of Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under our various employee equity share plans. These purchases of shares in connection with employee share plans do not affect our aggregate available authorization for our publicly announced open-market share purchase and our other share purchase programs.

ITEM 6. SELECTED FINANCIAL DATA

The data for fiscal 2018, 2017 and 2016 and as of August 31, 2018 and 2017 are derived from the audited Consolidated Financial Statements and related Notes that are included elsewhere in this report. The data for fiscal 2015 and 2014 and as of August 31, 2016, 2015 and 2014 are derived from the audited Consolidated Financial Statements and related Notes that are not included in this report. The selected financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our Consolidated Financial Statements and related Notes included elsewhere in this report.

	Fiscal				
	2018 (1)	2017 (2)	2016 (3)	2015 (4)	2014
	(in millions of U.S. dollars)				
Income Statement Data					
Revenues before reimbursements ("Net revenues")	\$ 39,573	\$ 34,850	\$ 32,883	\$ 31,048	\$ 30,002
Revenues	41,603	36,765	34,798	32,914	31,875
Operating income	5,841	4,633	4,810	4,436	4,301
Net income	4,215	3,635	4,350	3,274	3,176
Net income attributable to Accenture plc	4,060	3,445	4,112	3,054	2,941

- (1) Includes the impact of a \$258 million charge associated with tax law changes recorded during fiscal 2018. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2018 Compared to Fiscal 2017—Provision for Income Taxes."
- (2) Includes the impact of a \$510 million, pre-tax, Pension settlement charge recorded during fiscal 2017. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2018 Compared to Fiscal 2017—Pension Settlement Charge."
- (3) Includes the impact of a \$849 million, pre-tax, Gain on sale of businesses recorded during fiscal 2016. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2017 Compared to Fiscal 2016—Gain (loss) on Sale of Businesses."
- (4) Includes the impact of a \$64 million, pre-tax, Pension settlement charge recorded during fiscal 2015.

	Fiscal				
	2018	2017	2016	2015	2014
Earnings Per Class A Ordinary Share					
Basic	\$ 6.46	\$ 5.56	\$ 6.58	\$ 4.87	\$ 4.64
Diluted	6.34	5.44	6.45	4.76	4.52
Dividends per ordinary share	2.66	2.42	2.20	2.04	1.86

	August 31, 2018	August 31, 2017	August 31, 2016	August 31, 2015	August 31, 2014
	(in millions of U.S. dollars)				

Balance Sheet Data					
Cash and cash equivalents	\$ 5,061	\$ 4,127	\$ 4,906	\$ 4,361	\$ 4,921
Total assets	24,449	22,690	20,609	18,203	17,930
Long-term debt, net of current portion	20	22	24	26	26
Accenture plc shareholders' equity	10,365	8,949	7,555	6,134	5,732

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with our Consolidated Financial Statements and related Notes included elsewhere in this Annual Report on Form 10-K. This discussion and analysis also contains forward-looking statements and should also be read in conjunction with the disclosures and information contained in "Disclosure Regarding Forward-Looking Statements" and "Risk Factors" in this Annual Report on Form 10-K.

We use the terms "Accenture," "we," the "Company," "our" and "us" in this report to refer to Accenture plc and its subsidiaries. All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31. For example, a reference to "fiscal 2018" means the 12-month period that ended on August 31, 2018. All references to quarters, unless otherwise noted, refer to the quarters of our fiscal year.

We use the term "in local currency" so that certain financial results may be viewed without the impact of foreign currency exchange rate fluctuations, thereby facilitating period-to-period comparisons of business performance. Financial results "in local currency" are calculated by restating current period activity into U.S. dollars using the comparable prior-year period's foreign currency exchange rates. This approach is used for all results where the functional currency is not the U.S. dollar.

Overview

Revenues are driven by the ability of our executives to secure new contracts and to deliver services and solutions that add value relevant to our clients' current needs and challenges. The level of revenues we achieve is based on our ability to deliver market-leading services and solutions and to deploy skilled teams of professionals quickly and on a global basis.

Our results of operations are affected by economic conditions, including macroeconomic conditions and levels of business confidence. There continues to be significant volatility and economic and geopolitical uncertainty in many markets around the world, which may impact our business. We continue to monitor the impact of this volatility and uncertainty and seek to manage our costs in order to respond to changing conditions. There also continues to be volatility in foreign currency exchange rates. The majority of our net revenues are denominated in currencies other than the U.S. dollar, including the Euro and the U.K. pound. Unfavorable fluctuations in foreign currency exchange rates have had and could have in the future a material effect on our financial results.

Revenues before reimbursements ("net revenues") for fiscal 2018 increased 13.5% in U.S. dollars and 10.5% in local currency compared to fiscal 2017. Demand for our services and solutions continued to be very strong, resulting in growth across all areas of our business. During fiscal 2018, revenue growth in local currency was very strong in Communication, Media & Technology, Resources and Products and strong in Financial Services and Health & Public Service. We experienced very strong growth in Growth Markets and strong growth in North America and Europe. Revenue growth in local currency was very strong in consulting and strong in outsourcing during fiscal 2018. While the business environment remained competitive, pricing was relatively stable. We use the term "pricing" to mean the contract profitability or margin on the work that we sell.

In our consulting business, net revenues for fiscal 2018 increased 15% in U.S. dollars and 12% in local currency compared to fiscal 2017. Consulting revenue growth in local currency in fiscal 2018 was led by very strong growth in Communications, Media & Technology, Resources, Financial Services and Products as well as strong growth in Health & Public Service. Our consulting revenue growth continues to be driven by strong demand for digital-, cloud- and security-related services and assisting clients with the adoption of new technologies. In addition, clients continue to be focused on initiatives designed to deliver cost savings and operational efficiency, as well as projects to integrate their global operations and grow and transform their businesses.

In our outsourcing business, net revenues for fiscal 2018 increased 12% in U.S. dollars and 9% in local currency compared to fiscal 2017. Outsourcing revenue growth in local currency in fiscal 2018 was led by very strong growth in Communications, Media & Technology, Resources and Products, as well as strong growth in Health & Public Service and modest growth in Financial Services. We continue to experience growing demand to assist clients with the operation and maintenance of digital-related services and cloud enablement. In addition, clients continue to be focused on transforming their operations to improve effectiveness and cost efficiency.

As we are a global company, our revenues are denominated in multiple currencies and may be significantly affected by currency exchange rate fluctuations. If the U.S. dollar weakens against other currencies, resulting in favorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be higher. If the U.S. dollar strengthens against other currencies, resulting in unfavorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be lower. The U.S. dollar weakened against various currencies during fiscal 2018, resulting in favorable currency translation and U.S. dollar revenue growth that was

approximately 3% higher than our revenue growth in local currency for the year. Assuming that exchange rates stay within recent ranges, we estimate that our full fiscal 2019 revenue growth in U.S. dollars will be approximately 2.5% lower than our revenue growth in local currency.

The primary categories of operating expenses include Cost of services, Sales and marketing and General and administrative costs. Cost of services is primarily driven by the cost of client-service personnel, which consists mainly of compensation, subcontractor and other personnel costs, and non-payroll costs on outsourcing contracts. Cost of services includes a variety of activities such as: contract delivery; recruiting and training; software development; and integration of acquisitions. Sales and marketing costs are driven primarily by: compensation costs for business development activities; marketing- and advertising-related activities; and certain acquisition-related costs. General and administrative costs primarily include costs for non-client-facing personnel, information systems, office space and certain acquisition-related costs.

Utilization for fiscal 2018 was 91% , flat with fiscal 2017 . We continue to hire to meet current and projected future demand. We proactively plan and manage the size and composition of our workforce and take actions as needed to address changes in the anticipated demand for our services and solutions, given that compensation costs are the most significant portion of our operating expenses. Based on current and projected future demand, we have increased our headcount, the majority of which serve our clients, to approximately 459,000 as of August 31, 2018 , compared to approximately 425,000 as of August 31, 2017 . The year-over-year increase in our headcount reflects an overall increase in demand for our services and solutions, as well as headcount added in connection with acquisitions. Attrition, excluding involuntary terminations, for fiscal 2018 was 15% , up from 14% in fiscal 2017 . We evaluate voluntary attrition, adjust levels of new hiring and use involuntary terminations as means to keep our supply of skills and resources in balance with changes in client demand. In addition, we adjust compensation in certain skill sets and geographies in order to attract and retain appropriate numbers of qualified employees. For the majority of our personnel, compensation increases become effective December 1st of each fiscal year. We strive to adjust pricing and/or the mix of resources to reduce the impact of compensation increases on our gross margin. Our ability to grow our revenues and maintain or increase our margin could be adversely affected if we are unable to: keep our supply of skills and resources in balance with changes in the types or amounts of services and solutions clients are demanding; recover increases in compensation; deploy our employees globally on a timely basis; manage attrition; and/or effectively assimilate and utilize new employees.

Gross margin (Net revenues less Cost of services before reimbursable expenses as a percentage of net revenues) for fiscal 2018 was 31.4% , compared with 31.7% for fiscal 2017 . The decrease in gross margin for fiscal 2018 was principally due to higher labor costs compared to fiscal 2017 , partially offset by other cost efficiencies in fiscal 2018.

Sales and marketing and General and administrative costs as a percentage of net revenues were 16.7% for fiscal 2018 , compared with 16.9% for fiscal 2017 . We continuously monitor these costs and implement cost-management actions, as appropriate. For fiscal 2018 compared to fiscal 2017 , Sales and marketing costs as a percentage of net revenues decreased 20 basis points and General and administrative costs as a percentage of net revenues were flat.

During fiscal 2017 , we recorded a \$510 million pension settlement charge and related \$198 million reduction in taxes for the U.S. pension plan termination. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating margin (Operating income as a percentage of net revenues) for fiscal 2018 was 14.8% , compared with 13.3% for fiscal 2017 . The pension settlement charge decreased operating margin by 150 basis points for fiscal 2017 . Excluding the effect of the pension settlement charge, operating margin for fiscal 2017 would have been flat with fiscal 2018 at 14.8% .

The effective tax rate for fiscal 2018 was 27.4% , compared with 21.3% for fiscal 2017 . During fiscal 2018, we recorded a provisional tax charge associated with the enactment of the U.S. Tax Cuts and Jobs Act (the "Tax Act") of \$178 million . Absent this charge and \$81 million of expense from a non-U.S. tax law change, our effective tax rate for fiscal 2018 would have been 23.0% . Absent the pension settlement charge and related taxes described above, our effective tax rate for fiscal 2017 would have also been 23.0% . For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Diluted earnings per share were \$6.34 for fiscal 2018 , compared with \$5.44 for fiscal 2017 . The impact of tax law changes decreased diluted earnings per share by \$0.40 in fiscal 2018 . The impact of the pension settlement charge, net of taxes, decreased diluted earnings per share by \$0.47 in fiscal 2017 . Excluding these impacts, diluted earnings per share would have been \$6.74 and \$5.91 for fiscal 2018 and 2017 , respectively.

We have presented effective tax rate and diluted earnings per share excluding the impacts of the tax law changes in fiscal 2018 and the pension settlement charge in fiscal 2017 as well as operating income and operating margin

excluding the impact of the pension settlement charge in fiscal 2017, as we believe doing so facilitates understanding as to both the impacts of these items and our financial performance when comparing these periods.

Our operating income and diluted earnings per share are affected by currency exchange rate fluctuations on revenues and costs. Most of our costs are incurred in the same currency as the related net revenues. Where practical, we seek to manage foreign currency exposure for costs not incurred in the same currency as the related net revenues, such as the costs associated with our global delivery model, by using currency protection provisions in our customer contracts and through our hedging programs. We seek to manage our costs, taking into consideration the residual positive and negative effects of changes in foreign exchange rates on those costs. For more information on our hedging programs, see Note 7 (Derivative Financial Instruments) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

As described further in Note 1 (Summary of Significant Accounting Policies), on March 13, 2018 our subsidiary Accenture Holdings plc merged with and into Accenture plc, with Accenture plc as the surviving entity. As a result, all of the assets and liabilities of Accenture Holdings plc were acquired by Accenture plc, and Accenture Holdings plc ceased to exist. The merger was internal and administrative in nature.

Beginning in fiscal 2019, we are adopting new accounting standards that will affect the accounting for revenue and pension costs: Accounting Standards Update ("ASU") No. 2014-09: "Revenue from Contracts with Customers" (Topic 606); and ASU No. 2017-07: "Compensation—Retirement Benefits" (Topic 715). In connection with the adoption, we will present total revenues and will no longer report revenues before reimbursements. Also, certain components of pension costs will be reclassified from operating expenses to non-operating expenses. In our subsequent periodic reports, prior-period results will be revised to reflect the fiscal 2019 presentation. Additionally, on September 1, 2018, we will adopt ASU No. 2016-16: "Income Taxes: Intra-Entity Transfers of Assets Other Than Inventory", which will require us to record deferred tax assets of up to \$2.1 billion and incremental income tax expense going forward, as these deferred tax assets are utilized. For additional information, see Note 1 (Summary of Significant Accounting Policies) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Bookings and Backlog

New bookings for fiscal 2018 were \$42.81 billion, with consulting bookings of \$23.63 billion and outsourcing bookings of \$19.18 billion.

We provide information regarding our new bookings, which include new contracts, including those acquired through acquisitions, as well as renewals, extensions and changes to existing contracts, because we believe doing so provides useful trend information regarding changes in the volume of our new business over time. New bookings can vary significantly quarter to quarter depending in part on the timing of the signing of a small number of large outsourcing contracts. The types of services and solutions clients are demanding and the pace and level of their spending may impact the conversion of new bookings to revenues. For example, outsourcing bookings, which are typically for multi-year contracts, generally convert to revenue over a longer period of time compared to consulting bookings. Information regarding our new bookings is not comparable to, nor should it be substituted for, an analysis of our revenues over time. New bookings involve estimates and judgments. There are no third-party standards or requirements governing the calculation of bookings. We do not update our new bookings for material subsequent terminations or reductions related to bookings originally recorded in prior fiscal years. New bookings are recorded using then-existing foreign currency exchange rates and are not subsequently adjusted for foreign currency exchange rate fluctuations.

The majority of our contracts are terminable by the client on short notice, and some without notice. Accordingly, we do not believe it is appropriate to characterize bookings attributable to these contracts as backlog. Normally, if a client terminates a project, the client remains obligated to pay for commitments we have made to third parties in connection with the project, services performed and reimbursable expenses incurred by us through the date of termination.

Critical Accounting Policies and Estimates

The preparation of our Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenues and expenses. We continually evaluate our estimates, judgments and assumptions based on available information and experience. Because the use of estimates is inherent in the financial reporting process, actual results could differ from those estimates. Certain of our accounting policies require higher degrees of judgment than others in their application. These include certain aspects of accounting for revenue recognition and income taxes.

Revenue Recognition

Our contracts have different terms based on the scope, deliverables and complexity of the engagement, the terms of which frequently require us to make judgments and estimates in recognizing revenues. We have many types of contracts, including time-and-materials contracts, fixed-price contracts and contracts with features of both of these contract types. In addition, some contracts include incentives related to costs incurred, benefits produced or adherence to schedules that may increase the variability in revenues and margins earned on such contracts. We conduct rigorous reviews prior to signing such contracts to evaluate whether these incentives are reasonably achievable.

We recognize revenues from technology integration consulting contracts using the percentage-of-completion method of accounting, which involves calculating the percentage of services provided during the reporting period compared with the total estimated services to be provided over the duration of the contract. Our contracts for technology integration consulting services generally span six months to two years. Estimated revenues used in applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenues and costs are continuously monitored during the term of the contract, and recorded revenues and estimated costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenues and income and are reflected in the Consolidated Financial Statements in the periods in which they are first identified. If our estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the amount by which the estimated total direct and indirect costs of the contract exceed the estimated total revenues that will be generated by the contract and are included in Cost of services and classified in Other accrued liabilities.

Revenues from contracts for non-technology integration consulting services with fees based on time and materials or cost-plus are recognized as the services are performed and amounts are earned. We consider amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectibility is reasonably assured. In such contracts, our efforts, measured by time incurred, typically are provided in less than a year and represent the contractual milestones or output measure, which is the contractual earnings pattern. For non-technology integration consulting contracts with fixed fees, we recognize revenues as amounts become billable in accordance with contract terms, provided the billable amounts are not contingent, are consistent with the services delivered and are earned. Contingent or incentive revenues relating to non-technology integration consulting contracts are recognized when the contingency is satisfied and we conclude the amounts are earned.

Outsourcing contracts typically span several years and involve complex delivery, often through multiple workforces in different countries. In a number of these arrangements, we hire client employees and become responsible for certain client obligations. Revenues are recognized on outsourcing contracts as amounts become billable in accordance with contract terms, unless the amounts are billed in advance of performance of services, in which case revenues are recognized when the services are performed and amounts are earned. Revenues from time-and-materials or cost-plus contracts are recognized as the services are performed. In such contracts, our effort, measured by time incurred, represents the contractual milestones or output measure, which is the contractual earnings pattern. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from fixed-price contracts are recognized on a straight-line basis, unless revenues are earned and obligations are fulfilled in a different pattern. Outsourcing contracts can also include incentive payments for benefits delivered to clients. Revenues relating to such incentive payments are recorded when the contingency is satisfied and we conclude the amounts are earned. We continuously review and reassess our estimates of contract profitability. Circumstances that potentially affect profitability over the life of the contract include decreases in volumes of transactions or other inputs/outputs on which we are paid, failure to deliver agreed benefits, variances from planned internal/external costs to deliver our services and other factors affecting revenues and costs.

Costs related to delivering outsourcing services are expensed as incurred, with the exception of certain transition costs related to the set-up of processes, personnel and systems, which are deferred during the transition period and expensed evenly over the period outsourcing services are provided. The deferred costs are specific internal costs or incremental external costs directly related to transition or set-up activities necessary to enable the outsourced services. Generally, deferred amounts are protected in the event of early termination of the contract and are monitored regularly for impairment. Impairment losses are recorded when projected remaining undiscounted operating cash flows of the related contract are not sufficient to recover the carrying amount of contract assets. Amounts billable to the client for transition or set-up activities are deferred and recognized as revenue evenly over the period outsourcing services are provided. Contract acquisition and origination costs are expensed as incurred.

We enter into contracts that may consist of multiple deliverables. These contracts may include any combination of technology integration consulting services, non-technology integration consulting services or outsourcing services described above. Revenues for contracts with multiple deliverables are allocated based on the lesser of the element's relative selling price or the amount that is not contingent on future delivery of another deliverable. The selling price of each deliverable is determined by obtaining third party evidence of the selling price for the deliverable and is based on the price we charge when largely similar services are sold on a standalone basis to similarly situated customers. If the amount of non-contingent revenues allocated to a deliverable accounted for under the percentage-of-completion method of accounting is less than the costs to deliver such services, then such costs are deferred and recognized in future periods when the revenues become non-contingent. Revenues are recognized in accordance with our accounting policies for the separate deliverables when the services have value on a stand-alone basis, selling price of the separate deliverables exists and, in arrangements that include a general right of refund relative to the completed deliverable, performance of the in-process deliverable is considered probable and substantially in our control. While determining fair value and identifying separate deliverables require judgment, generally fair value and the separate deliverables are readily identifiable as we also sell those deliverables unaccompanied by other deliverables.

Revenues recognized in excess of billings are recorded as Unbilled services. Billings in excess of revenues recognized are recorded as Deferred revenues until revenue recognition criteria are met. Client prepayments (even if nonrefundable) are deferred and recognized over future periods as services are delivered or performed.

Our consulting revenues are affected by the number of work days in a fiscal quarter, which in turn is affected by the level of vacation days and holidays. Consequently, since our first and third quarters typically have approximately 5-10% more work days than our second and fourth quarters, our consulting revenues are typically higher in our first and third quarters than in our second and fourth quarters.

Net revenues include the margin earned on computer hardware, software and related services resale contracts, as well as revenues from alliance agreements, neither of which is material to us. Reimbursements include billings for travel and other out-of-pocket expenses and third-party costs, such as the cost of hardware, software and related services resales. In addition, Reimbursements include allocations from gross billings to record an amount equivalent to reimbursable costs, where billings do not specifically identify reimbursable expenses. We report revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Income Taxes

On December 22, 2017, the U.S. enacted the Tax Cuts and Jobs Act (the "Tax Act"), which significantly changed U.S. tax law. The Tax Act lowered the U.S. statutory federal income tax rate from 35% to 21%, effective January 1, 2018, resulting in a blended U.S. statutory federal income tax rate of 25.7% for our fiscal year ended August 31, 2018. The Tax Act could modestly impact our ongoing effective tax rate by imposing taxes on our intercompany transactions and limiting our ability to deduct certain expenses.

Due to the recent enactment and the complexity involved in applying the provisions of the Tax Act, we had previously recorded provisional amounts in our financial statements. In the three months ended February 28, 2018, we recognized a provisional tax expense of \$136,724 primarily to remeasure our net deferred tax assets at the new, lower rates. In the three months ended May 31, 2018, we recorded an adjustment of \$40,927 to our provisional tax expense resulting from our continued analysis of the Tax Act. While we now consider our analysis of these items under the Tax Act to be complete, we have not yet made an accounting policy election to consider the taxes on our intercompany transactions in determining the amount of our valuation allowance. The election may materially impact our provision for income taxes and effective tax rate in the period in which the election is made.

Determining the consolidated provision for income tax expense, income tax liabilities and deferred tax assets and liabilities involves judgment. Deferred tax assets and liabilities, measured using enacted tax rates, are recognized for the future tax consequences of temporary differences between the tax and financial statement bases of assets and liabilities. As a global company, we calculate and provide for income taxes in each of the tax jurisdictions in which we operate. This involves estimating current tax exposures in each jurisdiction as well as making judgments regarding the recoverability of deferred tax assets. Tax exposures can involve complex issues and may require an extended period to resolve. In assessing the realizability of deferred tax assets, we consider whether it is more likely than not that some portion or all of the deferred tax assets will not be realized and adjust the valuation allowances accordingly. Factors considered in making this determination include the period of expiration of the tax asset, planned use of the tax asset, tax planning strategies and historical and projected taxable income as well as tax liabilities for the tax jurisdiction in which the tax asset is located. Valuation allowances will be subject to change in each future reporting period as a result of changes in one or more of these factors. Changes in the geographic mix or estimated level of annual income before taxes can affect the overall effective tax rate.

We apply an estimated annual effective tax rate to our quarterly operating results to determine the interim provision for income tax expense. A change in judgment that impacts the measurement of a tax position taken in a prior year is recognized as a discrete item in the interim period in which the change occurs. In the event there is a significant unusual or infrequent item recognized in our quarterly operating results, the tax attributable to that item is recorded in the interim period in which it occurs.

No taxes have been provided on undistributed foreign earnings that are planned to be indefinitely reinvested. If future events, including material changes in estimates of cash, working capital and long-term investment requirements, necessitate that these earnings be distributed, an additional provision for taxes may apply, which could materially affect our future effective tax rate. We currently do not foresee any event that would require us to distribute any remaining undistributed earnings. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

As a matter of course, we are regularly audited by various taxing authorities, and sometimes these audits result in proposed assessments where the ultimate resolution may result in us owing additional taxes. We establish tax liabilities or reduce tax assets when, despite our belief that our tax return positions are appropriate and supportable under local tax law, we believe we may not succeed in realizing the tax benefit of certain positions if challenged. In evaluating a tax position, we determine whether it is more likely than not that the position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. Our estimate of the ultimate tax liability contains assumptions based on past experiences, judgments about potential actions by taxing jurisdictions as well as judgments about the likely outcome of issues that have been raised by taxing jurisdictions. The tax position is measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon settlement. We evaluate tax positions each quarter and adjust the related tax liabilities or assets in light of changing facts and circumstances, such as the progress of a tax audit or the expiration of a statute of limitations. We believe the estimates and assumptions used to support our evaluation of tax positions are reasonable. However, final determinations of prior-year tax liabilities, either by settlement with tax authorities or expiration of statutes of limitations, could be materially different from estimates reflected in assets and liabilities and historical income tax provisions. The outcome of these final determinations could have a material effect on our income tax provision, net income, or cash flows in the period in which that determination is made. We believe our tax positions comply with applicable tax law and that we have adequately accounted for these positions.

Revenues by Segment/Operating Group

Our five reportable operating segments are our operating groups, which are Communications, Media & Technology; Financial Services; Health & Public Service; Products; and Resources. In addition to reporting net revenues by operating group, we also report net revenues by two types of work: consulting and outsourcing, which represent the services sold by our operating groups. Consulting net revenues, which include strategy, management and technology consulting and systems integration, reflect a finite, distinct project or set of projects with a defined outcome and typically a defined set of specific deliverables. Outsourcing net revenues typically reflect ongoing, repeatable services or capabilities provided to transition, run and/or manage operations of client systems or business functions.

From time to time, our operating groups work together to sell and implement certain contracts. The resulting revenues and costs from these contracts may be apportioned among the participating operating groups. Generally, operating expenses for each operating group have similar characteristics and are subject to the same factors, pressures and challenges. However, the economic environment and its effects on the industries served by our operating groups affect revenues and operating expenses within our operating groups to differing degrees. The mix between consulting and outsourcing is not uniform among our operating groups. Local currency fluctuations also tend to affect our operating groups differently, depending on the geographic concentrations and locations of their businesses.

While we provide discussion about our results of operations below, we cannot measure how much of our revenue growth in a particular period is attributable to changes in price or volume. Management does not track standard measures of unit or rate volume. Instead, our measures of volume and price are extremely complex, as each of our services contracts is unique, reflecting a customized mix of specific services that does not fit into standard comparability measurements. Revenue for our services is a function of the nature of each service to be provided, the skills required and the outcome sought, as well as estimated cost, risk, contract terms and other factors.

Results of Operations for Fiscal 2018 Compared to Fiscal 2017

Net revenues (by operating group, geographic region and type of work) and reimbursements were as follows:

	Fiscal		Percent Increase U.S. Dollars	Percent Increase Local Currency	Percent of Total Net Revenues for Fiscal	
	2018	2017			2018	2017
	(in millions of U.S. dollars)					
OPERATING GROUPS						
Communications, Media & Technology	\$ 8,031	\$ 6,885	17%	14%	20%	20%
Financial Services	8,238	7,394	11	7	21	21
Health & Public Service	6,688	6,178	8	7	17	18
Products	10,854	9,500	14	11	28	27
Resources	5,657	4,847	17	13	14	14
Other	105	46	n/m	n/m	—	—
TOTAL NET REVENUES	39,573	34,850	13.5%	10.5%	100%	100%
Reimbursements	2,030	1,915	6			
TOTAL REVENUES	\$ 41,603	\$ 36,765	13%			
GEOGRAPHIC REGIONS (1)						
North America	\$ 17,849	\$ 16,291	10%	9%	45%	47%
Europe	14,112	12,002	18	9	36	34
Growth Markets	7,613	6,557	16	16	19	19
TOTAL NET REVENUES	\$ 39,573	\$ 34,850	13.5%	10.5%	100%	100%
TYPE OF WORK						
Consulting	\$ 21,574	\$ 18,754	15%	12%	55%	54%
Outsourcing	17,999	16,096	12	9	45	46
TOTAL NET REVENUES	\$ 39,573	\$ 34,850	13.5%	10.5%	100%	100%

n/m = not meaningful

Amounts in table may not total due to rounding.

(1) Effective September 1, 2017, we revised the reporting of our geographic regions as follows: North America (the United States and Canada), Europe and Growth Markets (Asia Pacific, Latin America, Africa and the Middle East). Four countries, including Russia, were previously in Growth Markets, but are now included in Europe. Prior period amounts have been reclassified to conform to the current period presentation.

Our business in the United States represented 43% , 45% and 46% of our consolidated net revenues during fiscal 2018 , 2017 and 2016 , respectively. No other country individually comprised 10% or more of our consolidated net revenues during these periods.

Net Revenues

The following net revenues commentary discusses local currency net revenue changes for fiscal 2018 compared to fiscal 2017 :

Operating Groups

- Communications, Media & Technology net revenues increased 14% in local currency, driven by growth across all geographic regions in Software & Platforms and Communications & Media, led by Software & Platforms in North America.
- Financial Services net revenues increased 7% in local currency, driven by growth across all industry groups and geographic regions, led by Banking & Capital Markets in Europe and Growth Markets.
- Health & Public Service net revenues increased 7% in local currency, driven by growth in Public Service across all geographic regions and Health in North America.
- Products net revenues increased 11% in local currency, driven by growth across all geographic regions, in Consumer Goods, Retail & Travel Services and Industrial.

- Resources net revenues increased 13% in local currency, driven by growth across all industry groups and geographic regions led by Chemicals & Natural Resources and Energy.

Geographic Regions

- North America net revenues increased 9% in local currency, driven by the United States.
- Europe net revenues increased 9% in local currency, driven by Germany, Italy, France, Ireland and Spain.
- Growth Markets net revenues increased 16% in local currency, led by Japan, as well as Australia, Brazil, and Singapore.

Operating Expenses

Operating expenses for fiscal 2018 increased \$3,630 million , or 11% , over fiscal 2017 , and decreased as a percentage of revenues to 86.0% from 87.4% during this period . Operating expenses before reimbursable expenses for fiscal 2018 increased \$3,515 million , or 12% , over fiscal 2017 , and decreased as a percentage of net revenues to 85.2% from 86.7% during this period.

Cost of Services

Cost of services for fiscal 2018 increased \$3,426 million , or 13% , over fiscal 2017 , and increased as a percentage of revenues to 70.1% from 70.0% during this period. Cost of services before reimbursable expenses for fiscal 2018 increased \$3,311 million , or 14% , over fiscal 2017 , and increased as a percentage of net revenues to 68.6% from 68.3% during this period. Gross margin for fiscal 2018 decreased to 31.4% from 31.7% in fiscal 2017 . The decrease in gross margin for fiscal 2018 was principally due to higher labor costs compared to fiscal 2017, partially offset by other cost efficiencies in fiscal 2018.

Sales and Marketing

Sales and marketing expense for fiscal 2018 increased \$444 million , or 12% , over fiscal 2017 , and decreased as a percentage of net revenues to 10.6% from 10.8% during this period.

General and Administrative Costs

General and administrative costs for fiscal 2018 increased \$270 million , or 13% , over fiscal 2017 , and remained flat as a percentage of net revenues at 6.1% during this period.

Pension Settlement Charge

We recorded a pension settlement charge of \$510 million during fiscal 2017 as a result of the termination of our U.S. pension plan. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Income and Operating Margin

Operating income for fiscal 2018 increased \$1,208 million , or 26% , over fiscal 2017 . The pension settlement charge decreased operating margin in fiscal 2017 by 150 basis points. Excluding the effect of this charge, operating margin for fiscal 2018 was 14.8% , flat with fiscal 2017 .

Operating income and operating margin for each of the operating groups were as follows:

	Fiscal				Increase (Decrease)
	2018		2017		
	Operating Income	Operating Margin	Operating Income	Operating Margin	
	(in millions of U.S. dollars)				
Communications, Media & Technology	\$ 1,368	17%	\$ 1,049	15%	\$ 319
Financial Services	1,353	16	1,207	16	145
Health & Public Service	756	11	773	13	(17)
Products	1,650	15	1,559	16	91
Resources	715	13	555	11	160
Pension Settlement Charge (1)	—	—	(510)	—	510
Operating Income (GAAP)	\$ 5,841	14.8%	\$ 4,633	13.3%	\$ 1,208
Pension Settlement Charge (1)	—		510		(510)
Adjusted Operating Income (non-GAAP)	\$ 5,841	14.8%	\$ 5,142	14.8%	\$ 699

Amounts in table may not total due to rounding.

(1) Represents the pension settlement charge related to the termination of our U.S. pension plan.

We estimate that the aggregate percentage impact of foreign currency exchange rates on our operating income during fiscal 2018 was similar to that disclosed for net revenue. The commentary below provides insight into other factors affecting operating group performance and operating margin for fiscal 2018 compared with fiscal 2017 :

- Communications, Media & Technology operating income increased primarily due to revenue growth and higher contract profitability.
- Financial Services operating income increased primarily due to consulting revenue growth.
- Health & Public Service operating income decreased primarily due to lower consulting contract profitability.
- Products operating income increased primarily due to revenue growth, partially offset by lower consulting contract profitability.
- Resources operating income increased primarily due to revenue growth.

Other Income (Expense), net

Other income (expense), net primarily consists of foreign currency gains and losses as well as gains and losses associated with our investments in privately held companies. During fiscal 2018 , other expense increased \$31 million over fiscal 2017 , primarily due to higher net foreign exchange losses.

Provision for Income Taxes

The effective tax rate for fiscal 2018 was 27.4% , compared with 21.3% for fiscal 2017 . In fiscal 2018 , we recorded a \$258 million charge associated with tax law changes. Absent this charge, our effective tax rate for fiscal 2018 would have been 23.0% . Absent the pension settlement charge of \$510 million and related tax impact of \$198 million , the effective tax rate for fiscal 2017 would have been 23.0% . For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

In addition, as described in Note 1 (Summary of Significant Accounting Policies), beginning in fiscal 2019 we will recognize incremental income tax expense as a result of adoption of ASU 2016-16.

Net Income Attributable to Noncontrolling Interests

Net income attributable to noncontrolling interests reflects the income earned or expense incurred attributable to the equity interest that some current and former members of Accenture Leadership and their permitted transferees have in our Accenture Holdings plc and Accenture Canada Holdings Inc. subsidiaries. See "Business—Organizational

Structure.” Noncontrolling interests also includes amounts primarily attributable to noncontrolling shareholders in our Avanade Inc. subsidiary. Net income attributable to Accenture plc represents the income attributable to the shareholders of Accenture plc.

Net income attributable to noncontrolling interests for fiscal 2018 decreased \$35 million , or 18% , from fiscal 2017 , primarily due to the Accenture Holdings plc merger with and into Accenture plc on March 13, 2018, which decreased the non-controlling ownership percentage from 4% held by Accenture Holdings plc and Accenture Canada Holdings Inc. to less than 1% held by only Accenture Canada Holdings Inc. For additional information on the merger, see Note 1 (Summary of Significant Accounting Policies) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.” .

Earnings Per Share

Diluted earnings per share were \$6.34 for fiscal 2018 , compared with \$5.44 for fiscal 2017 . The \$0.90 increase in our diluted earnings per share included the impact of the tax law changes, which decreased diluted earnings per share for fiscal 2018 by \$0.40 . The impact of the pension settlement charge, net of taxes, decreased diluted earnings per share for fiscal 2017 by \$0.47 . Excluding these impacts, diluted earnings per share would have been \$6.74 and \$5.91 for fiscal 2018 and 2017 , respectively, an increase of \$0.83 . This increase was due to increases of \$0.82 from higher revenues and operating results and \$0.05 from lower weighted average shares outstanding , partially offset by decreases of \$0.02 from lower non-operating income and \$0.02 from higher net income attributable to non-controlling interest. For information regarding our earnings per share calculations, see Note 2 (Earnings Per Share) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

Results of Operations for Fiscal 2017 Compared to Fiscal 2016

Net revenues (by operating group, geographic region and type of work) and reimbursements were as follows:

	Fiscal		Percent Increase U.S. Dollars	Percent Increase Local Currency	Percent of Total Net Revenues for Fiscal	
	2017	2016			2017	2016
	(in millions of U.S. dollars)					
OPERATING GROUPS						
Communications, Media & Technology	\$ 6,885	\$ 6,616	4%	4%	20%	20%
Financial Services	7,394	7,031	5	7	21	21
Health & Public Service	6,178	5,987	3	3	18	18
Products	9,500	8,395	13	14	27	26
Resources	4,847	4,839	—	1	14	15
Other	46	15	n/m	n/m	—	—
TOTAL NET REVENUES	34,850	32,883	6%	7%	100%	100%
Reimbursements	1,915	1,915	—			
TOTAL REVENUES	\$ 36,765	\$ 34,798	6%			
GEOGRAPHIC REGIONS (1)						
North America	\$ 16,291	\$ 15,653	4%	4%	47%	48%
Europe	12,002	11,512	4	8	34	35
Growth Markets	6,557	5,717	15	12	19	17
TOTAL NET REVENUES	\$ 34,850	\$ 32,883	6%	7%	100%	100%
TYPE OF WORK						
Consulting	\$ 18,754	\$ 17,868	5%	6%	54%	54%
Outsourcing	16,096	15,015	7	8	46	46
TOTAL NET REVENUES	\$ 34,850	\$ 32,883	6%	7%	100%	100%

n/m = not meaningful

Amounts in table may not total due to rounding.

- (1) Effective September 1, 2017, we revised the reporting of our geographic regions as follows: North America (the United States and Canada), Europe and Growth Markets (Asia Pacific, Latin America, Africa and the Middle East). Four countries, including Russia, were previously in Growth Markets, but are now included in Europe. Prior period amounts have been reclassified to conform to the current period presentation.

Net Revenues

The following net revenues commentary discusses local currency net revenue changes for fiscal 2017 compared to fiscal 2016 :

Operating Groups

- Communications, Media & Technology net revenues increased 4% in local currency, led by Software & Platforms in North America, as well as growth across all industry groups in Growth Markets. This growth was partially offset by a decline in Communications & Media in Europe, as disruptions in the market continue to impact demand.
- Financial Services net revenues increased 7% in local currency, led by Banking & Capital Markets in Europe and Growth Markets.
- Health & Public Service net revenues increased 3% in local currency, driven by Public Service in Growth Markets and Europe.
- Products net revenues increased 14% in local currency, driven by very strong growth across all industry groups and geographic regions, led by Consumer Goods, Retail & Travel Services, as well as Life Sciences in North America and Industrial in Europe.

- Resources net revenues increased 1% in local currency, led by Utilities in Europe, partially offset by declines in Energy across all geographic regions.

Geographic Regions

- North America net revenues increased 4% in local currency, driven by the United States.
- Europe net revenues increased 8% in local currency, led by the United Kingdom and Germany, as well as France, Spain and Switzerland.
- Growth Markets net revenues increased 12% in local currency, led by Japan, as well as Australia, Singapore and China.

Operating Expenses

Operating expenses for fiscal 2017 increased \$2,146 million, or 7%, over fiscal 2016, and increased as a percentage of revenues to 87.4% from 86.2% during this period. Operating expenses before reimbursable expenses for fiscal 2017 increased \$2,145 million, or 8%, over fiscal 2016, and increased as a percentage of net revenues to 86.7% from 85.4% during this period.

Cost of Services

Cost of services for fiscal 2017 increased \$1,215 million, or 5%, over fiscal 2016, and decreased as a percentage of revenues to 70.0% from 70.5% during this period. Cost of services before reimbursable expenses for fiscal 2017 increased \$1,214 million, or 5%, over fiscal 2016, and decreased as a percentage of net revenues to 68.3% from 68.7% during this period. Gross margin for fiscal 2017 increased to 31.7% from 31.3% in fiscal 2016. The increase in gross margin for fiscal 2017 was principally due to lower labor costs as a percentage of net revenues, compared to fiscal 2016.

Sales and Marketing

Sales and marketing expense for fiscal 2017 increased \$174 million, or 5%, over fiscal 2016, and decreased as a percentage of net revenues to 10.8% from 10.9% during this period.

General and Administrative Costs

General and administrative costs for fiscal 2017 increased \$247 million, or 13%, over fiscal 2016, and increased as a percentage of net revenues to 6.1% from 5.7% during this period. The increase as a percentage of net revenues was principally due to higher technology and facilities costs, as well as higher acquisition-related costs.

Pension Settlement Charge

We recorded a pension settlement charge of \$510 million during fiscal 2017 as a result of the termination of our U.S. pension plan. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Income and Operating Margin

Operating income for fiscal 2017 decreased \$178 million, or 4%, from fiscal 2016. The pension settlement charge decreased operating margin by 150 basis points. Excluding the effect of this charge, operating margin for fiscal 2017 increased 20 basis points compared with fiscal 2016.

Operating income and operating margin for each of the operating groups were as follows:

	Fiscal				Increase (Decrease)
	2017		2016		
	Operating Income	Operating Margin	Operating Income	Operating Margin	
	(in millions of U.S. dollars)				
Communications, Media & Technology	\$ 1,049	15%	\$ 966	15%	\$ 83
Financial Services	1,207	16	1,128	16	80
Health & Public Service	773	13	807	13	(34)
Products	1,559	16	1,282	15	276
Resources	555	11	628	13	(73)
Pension Settlement Charge (1)	(510)	—	—	—	(510)
Operating Income (GAAP)	\$ 4,633	13.3%	\$ 4,810	14.6%	\$ (178)
Pension Settlement Charge (1)	510	—	—	—	510
Adjusted Operating Income (non-GAAP)	\$ 5,142	14.8%	\$ 4,810	14.6%	\$ 332

Amounts in table may not total due to rounding.

(1) Represents pension settlement charge related to the termination of our U.S. pension plan.

We estimate that the aggregate percentage impact of foreign currency exchange rates on our operating income during fiscal 2017 was similar to that disclosed for net revenue. In addition, during fiscal 2017, each operating group experienced higher costs associated with acquisition activity. The commentary below provides insight into other factors affecting operating group performance and operating margin for fiscal 2017 compared with fiscal 2016:

- Communications, Media & Technology operating income increased primarily due to revenue growth.
- Financial Services operating income increased primarily due to revenue growth.
- Health & Public Service operating income decreased primarily due to lower outsourcing contract profitability and a decline in consulting revenues.
- Products operating income increased principally due to very strong revenue growth, as well as higher consulting contract profitability.
- Resources operating income decreased due to lower consulting contract profitability and a decline in consulting revenue.

Other Income (Expense), net

Other income (expense), net primarily consists of foreign currency gains and losses as well as gains and losses associated with our investments in privately held companies. During fiscal 2017, other expense decreased \$31 million from fiscal 2016, primarily due to lower net foreign exchange losses.

Gain (Loss) on Sale of Businesses

We recorded a gain from the Navitaire divestiture of \$548 million and a gain from the Duck Creek partial divestiture of \$301 million during fiscal 2016. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Provision for Income Taxes

The effective tax rate for fiscal 2017 was 21.3%, compared with 22.4% for fiscal 2016. Absent the pension settlement charge of \$510 million and related tax impact of \$198 million, the effective tax rate for fiscal 2017 would have been 23.0%. Absent the gain on sale of businesses of \$849 million and related tax impact of \$104 million, the effective tax rate for fiscal 2016 would have been 24.2%. The effective tax rate for fiscal 2017 benefited from the final determination of prior-year U.S. taxes, other adjustments to prior year tax liabilities, and the recognition of excess tax benefits from share based payments as a result of our adoption of ASU No. 2016-09. This was partially offset by a net increase to prior-year non-U.S. tax liabilities, primarily related to a final assessment of prior-year taxes in Switzerland. The fiscal 2016 effective tax rate also benefited from the final determination of prior-year U.S. taxes.

Net Income Attributable to Noncontrolling Interests

Net income attributable to noncontrolling interests reflects the income earned or expense incurred attributable to the equity interest that some current and former members of Accenture Leadership and their permitted transferees have in Accenture Canada Holdings Inc., and prior to March 13, 2018, Accenture Holdings plc. See "Business—Organizational Structure and History." Net income attributable to Accenture plc represents the income attributable to the shareholders of Accenture plc. Noncontrolling interests also includes amounts primarily attributable to noncontrolling shareholders in our Avanade Inc. subsidiary.

Net income attributable to noncontrolling interests for fiscal 2017 decreased \$48 million, or 20%, from fiscal 2016. The decrease was due to lower net income of \$715 million, primarily driven by the pension settlement charge recorded during fiscal 2017 as well as the gain on sale of businesses recorded during fiscal 2016.

Earnings Per Share

Diluted earnings per share were \$5.44 for fiscal 2017, compared with \$6.45 for fiscal 2016. The \$1.01 decrease in our diluted earnings per share included both the impact of the pension settlement charge, net of taxes, which decreased diluted earnings per share for fiscal 2017 by \$0.47 and the impact of the gain on sale of businesses, net of taxes, which increased diluted earnings per share for fiscal 2016 by \$1.11. Excluding these impacts, diluted earnings per share would have been \$5.91 and \$5.34 for fiscal 2017 and 2016, respectively, an increase of \$0.57 due to increases of \$0.38 from higher revenues and operating results, \$0.09 from a lower effective tax rate, \$0.06 from lower weighted average shares outstanding and \$0.04 from lower non-operating expense. For information regarding our earnings per share calculations, see Note 2 (Earnings Per Share) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Liquidity and Capital Resources

Our primary sources of liquidity are cash flows from operations, available cash reserves and debt capacity available under various credit facilities. In the fourth quarter of fiscal 2017, we entered into agreements that will allow us to establish a commercial paper program for short-term borrowings of up to \$1.0 billion, backed by our syndicated loan facility. In addition, we could raise additional funds through other public or private debt or equity financings. We may use our available or additional funds to, among other things:

- facilitate purchases, redemptions and exchanges of shares and pay dividends;
- acquire complementary businesses or technologies;
- take advantage of opportunities, including more rapid expansion; or
- develop new services and solutions.

As of August 31, 2018, Cash and cash equivalents were \$5.1 billion, compared with \$4.1 billion as of August 31, 2017.

Cash flows from operating, investing and financing activities, as reflected in our Consolidated Cash Flows Statements, are summarized in the following table:

	Fiscal			2018 to 2017 Change
	2018	2017	2016	
	(in millions of U.S. dollars)			
Net cash provided by (used in):				
Operating activities	\$ 6,027	\$ 4,973	\$ 4,667	\$ 1,054
Investing activities	(1,250)	(2,234)	(610)	984
Financing activities	(3,709)	(3,560)	(3,489)	(149)
Effect of exchange rate changes on cash and cash equivalents	(134)	42	(23)	(176)
Net increase (decrease) in cash and cash equivalents	\$ 934	\$ (779)	\$ 545	\$ 1,713

Operating activities: The \$1,054 million year-over-year increase in operating cash flow was due to higher net income and lower tax disbursements, as well as changes in operating assets and liabilities, including lower spending on certain compensation payments.

Investing activities: Cash used in investing activities decreased \$984 million due to lower spending on business acquisitions and investments, partially offset by higher spending on property and equipment. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Financing activities: The \$149 million increase in cash used was primarily due to an increase in cash dividends paid as well as the purchase of additional interests in consolidated subsidiaries. For additional information, see Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

We believe that our current and longer-term working capital, investments and other general corporate funding requirements will be satisfied for the next twelve months and thereafter through cash flows from operations and, to the extent necessary, from our borrowing facilities and future financial market activities.

Substantially all of our cash is held in jurisdictions where there are no regulatory restrictions or material tax effects on the free flow of funds. In addition, domestic cash inflows for our Irish parent, principally dividend distributions from lower-tier subsidiaries, have been sufficient to meet our historic cash requirements, and we expect this to continue into the future.

Borrowing Facilities

See Note 8 (Borrowings and Indebtedness) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Share Purchases and Redemptions

We intend to continue to use a significant portion of cash generated from operations for share repurchases during fiscal 2019. The number of shares ultimately repurchased under our open-market share purchase program may vary depending on numerous factors, including, without limitation, share price and other market conditions, our ongoing

capital allocation planning, the levels of cash and debt balances, other demands for cash, such as acquisition activity, general economic and/or business conditions, and board and management discretion. Additionally, as these factors may change over the course of the year, the amount of share repurchase activity during any particular period cannot be predicted and may fluctuate from time to time. Share repurchases may be made from time to time through open-market purchases, in respect of purchases and redemptions of Accenture Canada Holdings Inc. exchangeable shares, through the use of Rule 10b5-1 plans and/or by other means. The repurchase program may be accelerated, suspended, delayed or discontinued at any time, without notice. For additional information, see Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Subsequent Events

See Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Obligations and Commitments

As of August 31, 2018, we had the following obligations and commitments to make future payments under contracts, contractual obligations and commercial commitments:

Contractual Cash Obligations (1)	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(in millions of U.S. dollars)				
Long-term debt	\$ 25	\$ 5	\$ 9	\$ 11	\$ —
Operating leases	3,651	598	1,018	750	1,286
Retirement obligations (2)	100	11	22	20	47
Purchase obligations and other commitments (3)	184	64	97	23	—
Total	\$ 3,960	\$ 678	\$ 1,146	\$ 804	\$ 1,333

Amounts in table may not total due to rounding.

- (1) The liability related to unrecognized tax benefits has been excluded from the contractual obligations table because a reasonable estimate of the timing and amount of cash outflows from future tax settlements cannot be determined. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."
- (2) Amounts represent projected payments under certain unfunded retirement plans for former pre-incorporation partners. Given these plans are unfunded, we pay these benefits directly. These plans were eliminated for active partners after May 15, 2001.
- (3) Other commitments include, among other things, information technology, software support and maintenance obligations, as well as other obligations in the ordinary course of business that we cannot cancel or where we would be required to pay a termination fee in the event of cancellation. Amounts shown do not include recourse that we may have to recover termination fees or penalties from clients.

Off-Balance Sheet Arrangements

In the normal course of business and in conjunction with some client engagements, we have entered into contractual arrangements through which we may be obligated to indemnify clients with respect to certain matters. To date, we have not been required to make any significant payment under any of these arrangements. For further discussion of these transactions, see Note 15 (Commitments and Contingencies) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

New Accounting Pronouncements

See Note 1 (Summary of Significant Accounting Policies) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

All of our market risk sensitive instruments were entered into for purposes other than trading.

Foreign Currency Risk

We are exposed to foreign currency risk in the ordinary course of business. We hedge material cash flow exposures when feasible using forward contracts. These instruments are subject to fluctuations in foreign currency exchange rates and credit risk. Credit risk is managed through careful selection and ongoing evaluation of the financial institutions utilized as counterparties.

Certain of these hedge positions are undesignated hedges of balance sheet exposures such as intercompany loans and typically have maturities of less than one year. These hedges—primarily U.S. dollar/U.K. pound, U.S. dollar/Japanese yen, U.S. dollar/Euro, U.S. dollar/Indian rupee, U.S. dollar/Swiss franc, U.S. dollar/Australian dollar, U.S. dollar/Philippine peso and U.S. dollar/Swedish krona—are intended to offset remeasurement of the underlying assets and liabilities. Changes in the fair value of these derivatives are recorded in Other expense, net in the Consolidated Income Statement. Additionally, we have hedge positions that are designated cash flow hedges of certain intercompany charges relating to our global delivery model. These hedges—U.S. dollar/Indian rupee, U.S. dollar/Philippine peso, U.K. pound/Indian rupee, Euro/Indian rupee, Australian dollar/Indian rupee and Japanese yen/Chinese yuan, which typically have maturities not exceeding three years—are intended to partially offset the impact of foreign currency movements on future costs relating to our global delivery resources. For additional information, see Note 7 (Derivative Financial Instruments) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

For designated cash flow hedges, gains and losses currently recorded in Accumulated other comprehensive loss are expected to be reclassified into earnings at the time when certain anticipated intercompany charges are accrued as Cost of services. As of August 31, 2018, it was anticipated that approximately \$21 million of net losses, net of tax, currently recorded in Accumulated other comprehensive loss will be reclassified into Cost of services within the next 12 months.

We use sensitivity analysis to determine the effects that market foreign currency exchange rate fluctuations may have on the fair value of our hedge portfolio. The sensitivity of the hedge portfolio is computed based on the market value of future cash flows as affected by changes in exchange rates. This sensitivity analysis represents the hypothetical changes in value of the hedge position and does not reflect the offsetting gain or loss on the underlying exposure. A 10% change in the levels of foreign currency exchange rates against the U.S. dollar (or other base currency of the hedge if not a U.S. dollar hedge) with all other variables held constant would have resulted in a change in the fair value of our hedge instruments of approximately \$483 million and \$494 million as of August 31, 2018 and 2017, respectively.

Interest Rate Risk

The interest rate risk associated with our borrowing and investing activities as of August 31, 2018 is not material in relation to our consolidated financial position, results of operations or cash flows. While we may do so in the future, we have not used derivative financial instruments to alter the interest rate characteristics of our investment holdings or debt instruments.

Other Market Risk

The privately held companies in which we invest are often in a start-up or development stage, which is inherently risky. The technologies or products these companies have under development are typically in the early stages and may never materialize, which could result in a loss of a substantial part of our investment in these companies. The evaluation of privately held companies is based on information that we request from these companies, which is not subject to the same disclosure regulations as U.S. publicly traded companies, and as such, the basis for these evaluations is subject to the timing and accuracy of the data received from these companies. We have minimal exposure on our long-term investments in privately held companies as these investments were not material in relation to our consolidated financial position, results of operations or cash flows as of August 31, 2018.

Equity Price Risk

The equity price risk associated with our marketable equity securities that are subject to market price volatility is not material in relation to our consolidated financial position, results of operations or cash flows.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See the Index to Consolidated Financial Statements and financial statements commencing on page F-1, which are incorporated herein by reference.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and our principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based on that evaluation, the principal executive officer and the principal financial officer of Accenture plc have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that:

- i. pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;
- ii. provide reasonable assurance that the transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of management and our Board of Directors; and
- iii. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate due to changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control—Integrated Framework (2013). Based on its evaluation, our management concluded that our internal control over financial reporting was effective as of the end of the fiscal year covered by this Annual Report on Form 10-K.

KPMG LLP, an independent registered public accounting firm, has audited the Consolidated Financial Statements included in this Annual Report on Form 10-K and, as part of their audit, has issued its attestation report, included herein, on the effectiveness of our internal control over financial reporting. See "Report of Independent Registered Public Accounting Firm" on page F-2.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting that occurred during the fourth quarter of fiscal 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

There have been no material changes to the procedures by which security holders may recommend nominees to our Board of Directors from those described in the proxy statement for our Annual General Meeting of Shareholders filed with the SEC on December 15, 2017.

Information about our executive officers is contained in the discussion entitled “Executive Officers of the Registrant” in Part I of this Form 10-K. The remaining information called for by Item 10 will be included in the sections captioned “Re-Appointment of Directors,” “Corporate Governance” and “Beneficial Ownership” included in the definitive proxy statement relating to the 2019 Annual General Meeting of Shareholders of Accenture plc to be held on February 1, 2019 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of our 2018 fiscal year covered by this Form 10-K.

ITEM 11. EXECUTIVE COMPENSATION

The information called for by Item 11 will be included in the sections captioned “Executive Compensation” and “Director Compensation” included in the definitive proxy statement relating to the 2019 Annual General Meeting of Shareholders of Accenture plc to be held on February 1, 2019 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of our 2018 fiscal year covered by this Form 10-K.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS

Securities Authorized for Issuance under Equity Compensation Plans

The following table sets forth, as of August 31, 2018, certain information related to our compensation plans under which Accenture plc Class A ordinary shares may be issued.

Plan Category	Number of Shares to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Shares Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in 1st Column)
Equity compensation plans approved by shareholders:			
2001 Share Incentive Plan	89,613 (1)	\$ 35.6484	—
Amended and Restated 2010 Share Incentive Plan	19,599,715 (2)	48.1050	24,266,070
Amended and Restated 2010 Employee Share Purchase Plan	—	N/A	35,888,092
Equity compensation plans not approved by shareholders			
	—	N/A	—
Total	19,689,328		60,154,162

(1) Consists of 81,090 restricted share units and 8,523 stock options.

(2) Consists of 19,595,964 restricted share units and 3,751 stock options.

The remaining information called for by Item 12 will be included in the section captioned “Beneficial Ownership” included in the definitive proxy statement relating to the 2019 Annual General Meeting of Shareholders of Accenture plc to be held on February 1, 2019 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of our 2018 fiscal year covered by this Form 10-K.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information called for by Item 13 will be included in the section captioned "Corporate Governance" included in the definitive proxy statement relating to the 2019 Annual General Meeting of Shareholders of Accenture plc to be held on February 1, 2019 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of our 2018 fiscal year covered by this Form 10-K.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information called for by Item 14 will be included in the section captioned "Audit" included in the definitive proxy statement relating to the 2019 Annual General Meeting of Shareholders of Accenture plc to be held on February 1, 2019 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of our 2018 fiscal year covered by this Form 10-K.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) List of documents filed as part of this report:

1. Financial Statements as of August 31, 2018 and August 31, 2017 and for the three years ended August 31, 2018 —Included in Part II of this Form 10-K:
 - Consolidated Balance Sheets
 - Consolidated Income Statements
 - Consolidated Statements of Comprehensive Income
 - Consolidated Shareholders' Equity Statements
 - Consolidated Cash Flows Statements
 - Notes to Consolidated Financial Statements
2. Financial Statement Schedules:
 - None
3. Exhibit Index:

Exhibit Number	Exhibit
3.1	Amended and Restated Memorandum and Articles of Association of Accenture plc (incorporated by reference to Exhibit 3.1 to Accenture plc's 8-K filed on February 7, 2018 .)
3.2	Certificate of Incorporation of Accenture plc (incorporated by reference to Exhibit 3.2 to Accenture plc's 8-K12B filed on September 1, 2009 (the "8-K12B"))
10.1	Form of Voting Agreement, dated as of April 18, 2001, among Accenture Ltd and the covered persons party thereto as amended and restated as of February 3, 2005 (incorporated by reference to Exhibit 9.1 to the Accenture Ltd February 28, 2005 10-Q (File No. 001-16565))
10.2	Assumption Agreement of the Amended and Restated Voting Agreement, dated September 1, 2009 (incorporated by reference to Exhibit 10.4 to the 8-K12B .)
10.3*	Form of Non-Competition Agreement, dated as of April 18, 2001, among Accenture Ltd and certain employees (incorporated by reference to Exhibit 10.2 to the Accenture Ltd Registration Statement on Form S-1 (File No. 333-59194) filed on April 19, 2001 (the "April 19, 2001 Form S-1"))
10.4	Assumption and General Amendment Agreement between Accenture plc and Accenture Ltd, dated September 1, 2009 (incorporated by reference to Exhibit 10.1 to the 8-K12B .)
10.5*	2001 Share Incentive Plan (incorporated by reference to Exhibit 10.3 to the Accenture Ltd Registration Statement on Form S-1/A (File No. 333-59194) filed on July 12, 2001)
10.6*	Amended and Restated 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.1 to Accenture plc's 8-K filed on February 7, 2018 .)
10.7*	Amended and Restated 2010 Employee Share Purchase Plan (incorporated by reference to Exhibit 10.2 to Accenture plc's 8-K filed on February 3, 2016 .)
10.8	Form of Support Agreement, dated as of May 23, 2001, between Accenture Ltd and Accenture Canada Holdings Inc. (incorporated by reference to Exhibit 10.9 to the Accenture Ltd Registration Statement on Form S-1/A (the "July 2, 2001 Form S-1/A"))
10.9	First Supplemental Agreement to Support Agreement among Accenture plc, Accenture Ltd and Accenture Canada Holdings Inc., dated September 1, 2009 (incorporated by reference to Exhibit 10.2 to the 8-K12B .)
10.10*	Employment Agreement between Accenture SAS and Pierre Nanterme dated as of June 20, 2013 (incorporated by reference to Exhibit 10.2 to the May 31, 2013 10-Q .)
10.11*	Form of Employment Agreement of executive officers in the United States (incorporated by reference to Exhibit 10.3 to the February 28, 2013 10-Q .)
10.12*	Form of Employment Agreement of executive officers in the United Kingdom (incorporated by reference to Exhibit 10.16 to the August 31, 2013 10-K .)
10.13*	Form of Employment Agreement of executive officers in Singapore (incorporated by reference to Exhibit 10.17 to the August 31, 2015 10-K .)
10.14	Form of Articles of Association of Accenture Canada Holdings Inc. (incorporated by reference to Exhibit 10.11 to the July 2, 2001 Form S-1/A .)
10.15	Articles of Amendment to Articles of Association of Accenture Canada Holdings Inc. (incorporated by reference to Exhibit 10.21 to the August 31, 2013 10-K .)

10.16	Form of Exchange Trust Agreement by and between Accenture Ltd and Accenture Canada Holdings Inc. and CIBC Mellon Trust Company, made as of May 23, 2001 (incorporated by reference to Exhibit 10.12 to the July 2, 2001 Form S-1/A)
10.17	First Supplemental Agreement to Exchange Trust Agreement among Accenture plc, Accenture Ltd, Accenture Canada Holdings Inc. and Accenture Inc., dated September 1, 2009 (incorporated by reference to Exhibit 10.3 to the 8-K12B .)
10.18*	Form of Key Executive Performance-Based Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.2 to the February 28, 2017 10-Q .)
10.19*	Form of Key Executive Performance-Based Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.3 to the February 28, 2018 10-Q .)
10.20*	Form of Accenture Leadership Performance Equity Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.3 to the February 28, 2017 10-Q .)
10.21*	Form of Accenture Leadership Performance Equity Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.4 to the February 28, 2018 10-Q .)
10.22*	Form of Voluntary Equity Investment Program Matching Grant Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.4 to the February 28, 2017 10-Q .)
10.23*	Form of Voluntary Equity Investment Program Matching Grant Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.5 to the February 28, 2018 10-Q .)
10.24*	Form of CEO Discretionary Grant Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.6 to the February 28, 2018 10-Q .)
10.25*	Form of Director Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.7 to the February 28, 2018 10-Q .)
10.26*	Accenture LLP Leadership Separation Benefits Plan (incorporated by reference to Exhibit 10.30 to the August 31, 2017 10-K .)
10.27*	Description of Global Annual Bonus Plan (incorporated by reference to Exhibit 10.31 to the August 31, 2017 10-K .)
10.28*	Form of Indemnification Agreement, between Accenture Inc. and the indemnitee party thereto (filed herewith)
21.1	Subsidiaries of the Registrant (filed herewith)
23.1	Consent of KPMG LLP (filed herewith)
23.2	Consent of KPMG LLP related to the Accenture plc 2010 Employee Share Purchase Plan (filed herewith)
24.1	Power of Attorney (included on the signature page hereto)
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
99.1	Amended and Restated Accenture plc 2010 Employee Share Purchase Plan Financial Statements (filed herewith)
101	The following financial information from Accenture plc's Annual Report on Form 10-K for the fiscal year ended August 31, 2018, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of August 31, 2018 and August 31, 2017, (ii) Consolidated Income Statements for the years ended August 31, 2018, 2017 and 2016, (iii) Consolidated Statements of Comprehensive Income for the years ended August 31, 2018, 2017 and 2016, (iv) Consolidated Shareholders' Equity Statement for the years ended August 31, 2018, 2017 and 2016, (v) Consolidated Cash Flows Statements for the years ended August 31, 2018, 2017 and 2016, and (vi) the Notes to Consolidated Financial Statements

(*) Indicates management contract or compensatory plan or arrangement.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

ITEM 16. FORM 10-K SUMMARY

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf on October 24, 2018 by the undersigned, thereunto duly authorized.

ACCENTURE PLC

By: /s/ P IERRE N ANTERME

Name: Pierre Nanterme

Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Pierre Nanterme, David P. Rowland and Joel Unruch, and each of them, as his or her true and lawful attorneys-in-fact and agents, with power to act with or without the others and with full power of substitution and resubstitution, to do any and all acts and things and to execute any and all instruments which said attorneys and agents and each of them may deem necessary or desirable to enable the registrant to comply with the U.S. Securities Exchange Act of 1934, as amended, and any rules, regulations and requirements of the U.S. Securities and Exchange Commission thereunder in connection with the registrant's Annual Report on Form 10-K for the fiscal year ended August 31, 2018 (the "Annual Report"), including specifically, but without limiting the generality of the foregoing, power and authority to sign the name of the registrant and the name of the undersigned, individually and in his or her capacity as a director or officer of the registrant, to the Annual Report as filed with the U.S. Securities and Exchange Commission, to any and all amendments thereto, and to any and all instruments or documents filed as part thereof or in connection therewith; and each of the undersigned hereby ratifies and confirms all that said attorneys and agents and each of them shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on October 24, 2018 by the following persons on behalf of the registrant and in the capacities indicated.

<u>Signature</u>	<u>Title</u>
<u>/s/ P IERRE N ANTERME</u> Pierre Nanterme	Chief Executive Officer, Chairman of the Board and Director (principal executive officer)
<u>/s/ D AVID P. R OWLAND</u> David P. Rowland	Chief Financial Officer (principal financial officer)
<u>/s/ R ICHARD P. C LARK</u> Richard P. Clark	Chief Accounting Officer (principal accounting officer)
<u>/s/ J AIME A RDILA</u> Jaime Ardila	Director
<u>/s/ C HARLES G IANCARLO</u> Charles Giancarlo	Director

/s/ H ERBERT H AINER

Director

Herbert Hainer

/s/ M ARJORIE M AGNER

Director

Marjorie Magner

/s/ N ANCY M C K INSTRY

Director

Nancy McKinstry

/s/ G ILLES C. P ÉLISSON

Director

Gilles C. Pélisson

/s/ P AULA A. P RICE

Director

Paula A. Price

/s/ V ENKATA S.M. R ENDUCHINTALA

Director

Venkata S.M. Renduchintala

/s/ A RUN S ARIN

Director

Arun Sarin

/s/ F RANK K. T ANG

Director

Frank K. Tang

/s/ T RACEY T. T RAVIS

Director

Tracey T. Travis

ACCENTURE PLC
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Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Accenture plc:

Opinions on the Consolidated Financial Statements and Internal Control Over Financial Reporting

We have audited the accompanying consolidated balance sheets of Accenture plc and its subsidiaries (the Company) as of August 31, 2018 and 2017, the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended August 31, 2018, and the related notes (collectively, the consolidated financial statements). We also have audited the Company's internal control over financial reporting as of August 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of August 31, 2018 and 2017, and the results of its operations and its cash flows for each of the years in the three-year period ended August 31, 2018, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of August 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Annual Report on Internal Control over Financial Reporting* appearing under Item 9A. Our responsibility is to express an opinion on the Company's consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

We have served as the Company's auditor since 2002.

/s/ KPMG LLP

Chicago, Illinois
October 24, 2018

ACCENTURE PLC
CONSOLIDATED BALANCE SHEETS
August 31, 2018 and 2017
(In thousands of U.S. dollars, except share and per share amounts)

	August 31, 2018	August 31, 2017
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 5,061,360	\$ 4,126,860
Short-term investments	3,192	3,011
Receivables from clients, net	4,996,454	4,569,214
Unbilled services, net	2,499,914	2,316,043
Other current assets	1,024,639	1,082,161
Total current assets	<u>13,585,559</u>	<u>12,097,289</u>
NON-CURRENT ASSETS:		
Unbilled services, net	23,036	40,938
Investments	215,532	211,610
Property and equipment, net	1,264,020	1,140,598
Goodwill	5,383,012	5,002,352
Deferred contract costs	705,124	755,871
Deferred income taxes, net	2,086,807	2,214,901
Other non-current assets	1,185,993	1,226,331
Total non-current assets	<u>10,863,524</u>	<u>10,592,601</u>
TOTAL ASSETS	<u>\$ 24,449,083</u>	<u>\$ 22,689,890</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt and bank borrowings	\$ 5,337	\$ 2,907
Accounts payable	1,348,802	1,525,065
Deferred revenues	2,837,682	2,669,520
Accrued payroll and related benefits	4,569,172	4,060,364
Income taxes payable	497,885	708,485
Other accrued liabilities	892,873	857,938
Total current liabilities	<u>10,151,751</u>	<u>9,824,279</u>
NON-CURRENT LIABILITIES:		
Long-term debt	19,676	22,163
Deferred revenues	618,124	663,248
Retirement obligation	1,410,656	1,408,759
Deferred income taxes, net	125,729	137,098
Income taxes payable	956,836	574,780
Other non-current liabilities	441,723	349,363
Total non-current liabilities	<u>3,572,744</u>	<u>3,155,411</u>
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Ordinary shares, par value 1.00 euros per share, 40,000 shares authorized and issued as of August 31, 2018 and August 31, 2017	57	57
Class A ordinary shares, par value \$0.0000225 per share, 20,000,000,000 shares authorized, 663,327,677 and 638,965,789 shares issued as of August 31, 2018 and August 31, 2017, respectively	15	14
Class X ordinary shares, par value \$0.0000225 per share, 1,000,000,000 shares authorized, 655,521 and 20,531,383 shares issued and outstanding as of August 31, 2018 and August 31, 2017, respectively	—	—
Restricted share units	1,234,623	1,095,026
Additional paid-in capital	4,870,764	3,516,399
Treasury shares, at cost: Ordinary, 40,000 shares as of August 31, 2018 and August 31, 2017; Class A ordinary, 24,293,199 and 23,408,811 shares as of August 31, 2018 and August 31, 2017, respectively	(2,116,948)	(1,649,090)
Retained earnings	7,952,413	7,081,855
Accumulated other comprehensive loss	(1,576,171)	(1,094,784)
Total Accenture plc shareholders' equity	<u>10,364,753</u>	<u>8,949,477</u>
Noncontrolling interests	359,835	760,723
Total shareholders' equity	<u>10,724,588</u>	<u>9,710,200</u>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u>\$ 24,449,083</u>	<u>\$ 22,689,890</u>

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED INCOME STATEMENTS
For the Years Ended August 31, 2018, 2017 and 2016
(In thousands of U.S. dollars, except share and per share amounts)

	2018	2017	2016
REVENUES:			
Revenues before reimbursements ("Net revenues")	\$ 39,573,450	\$ 34,850,182	\$ 32,882,723
Reimbursements	2,029,978	1,915,296	1,914,938
Revenues	41,603,428	36,765,478	34,797,661
OPERATING EXPENSES:			
Cost of services:			
Cost of services before reimbursable expenses	27,130,537	23,819,690	22,605,296
Reimbursable expenses	2,029,978	1,915,296	1,914,938
Cost of services	29,160,515	25,734,986	24,520,234
Sales and marketing	4,198,557	3,754,313	3,580,439
General and administrative costs	2,403,315	2,133,777	1,886,543
Pension settlement charge	—	509,793	—
Total operating expenses	35,762,387	32,132,869	29,987,216
OPERATING INCOME	5,841,041	4,632,609	4,810,445
Interest income	56,337	37,940	30,484
Interest expense	(19,539)	(15,545)	(16,258)
Other income (expense), net	(69,746)	(38,720)	(69,922)
Gain (loss) on sale of businesses	—	(252)	848,823
INCOME BEFORE INCOME TAXES	5,808,093	4,616,032	5,603,572
Provision for income taxes	1,593,499	981,100	1,253,969
NET INCOME	4,214,594	3,634,932	4,349,603
Net income attributable to noncontrolling interests in Accenture Holdings plc and Accenture Canada Holdings Inc.	(95,063)	(149,131)	(195,560)
Net income attributable to noncontrolling interests – other	(59,624)	(40,652)	(42,151)
NET INCOME ATTRIBUTABLE TO ACCENTURE PLC	\$ 4,059,907	\$ 3,445,149	\$ 4,111,892
Weighted average Class A ordinary shares:			
Basic	628,451,742	620,104,250	624,797,820
Diluted	655,296,150	660,463,227	667,770,274
Earnings per Class A ordinary share:			
Basic	\$ 6.46	\$ 5.56	\$ 6.58
Diluted	\$ 6.34	\$ 5.44	\$ 6.45
Cash dividends per share	\$ 2.66	\$ 2.42	\$ 2.20

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For the Years Ended August 31, 2018, 2017 and 2016
(In thousands of U.S. dollars)

	2018	2017	2016
NET INCOME	\$ 4,214,594	\$ 3,634,932	\$ 4,349,603
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX:			
Foreign currency translation	(305,225)	149,920	(66,459)
Defined benefit plans	21,335	368,885	(285,885)
Cash flow hedges	(198,645)	46,624	101,299
Investments	1,148	1,507	1,297
OTHER COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO ACCENTURE PLC	(481,387)	566,936	(249,748)
Other comprehensive income (loss) attributable to noncontrolling interests	(2,233)	31,724	(7,881)
COMPREHENSIVE INCOME	<u>\$ 3,730,974</u>	<u>\$ 4,233,592</u>	<u>\$ 4,091,974</u>
COMPREHENSIVE INCOME ATTRIBUTABLE TO ACCENTURE PLC	\$ 3,578,520	\$ 4,012,085	\$ 3,862,144
Comprehensive income attributable to noncontrolling interests	152,454	221,507	229,830
COMPREHENSIVE INCOME	<u>\$ 3,730,974</u>	<u>\$ 4,233,592</u>	<u>\$ 4,091,974</u>

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS
For the Years Ended August 31, 2018, 2017 and 2016
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Balance as of August 31, 2015	\$57	40	\$18	804,758	\$ 1	23,335	\$1,031,203	\$4,516,810	\$(11,472,400)	(178,096)	\$13,470,008	\$ (1,411,972)	\$ 6,133,725	\$ 513,846	\$ 6,647,571
Net income											4,111,892		4,111,892	237,711	4,349,603
Other comprehensive income (loss)												(249,748)	(249,748)	(7,881)	(257,629)
Income tax benefit on share-based compensation plans							112,562						112,562		112,562
Purchases of Class A ordinary shares								103,760	(2,532,796)	(23,848)			(2,429,036)	(103,760)	(2,532,796)
Cancellation of treasury shares			(4)	(163,016)				(2,923,579)	11,199,016	163,016	(8,275,433)		—		—
Share-based compensation expense							701,923	56,253					758,176		758,176
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares					(1)	(1,418)		(68,481)					(68,482)	(3,711)	(72,193)
Issuances of Class A ordinary shares:															
Employee share programs			1	11,686			(785,141)	1,138,304	214,273	5,358			567,437	23,920	591,357
Upon redemption of Accenture Holdings plc ordinary shares				775				3,541					3,541	(3,541)	—
Dividends							51,137				(1,423,316)		(1,372,179)	(65,959)	(1,438,138)
Other, net							5,006	(14,441)			(3,191)		(12,626)	43,489	30,863
Balance as of August 31, 2016	\$57	40	\$15	654,203	\$—	21,917	\$1,004,128	\$2,924,729	\$(2,591,907)	(33,570)	\$ 7,879,960	\$ (1,661,720)	\$ 7,555,262	\$ 634,114	\$ 8,189,376

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS — (continued)
For the Years Ended August 31, 2018, 2017, and 2016
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Net income											3,445,149		3,445,149	189,783	3,634,932
Other comprehensive income (loss)												566,936	566,936	31,724	598,660
Purchases of Class A ordinary shares								98,039	(2,552,880)	(21,258)			(2,454,841)	(98,039)	(2,552,880)
Cancellation of treasury shares			(1)	(26,858)				(413,509)	3,014,356	26,858	(2,600,846)		—		—
Share-based compensation expense							755,011	40,224					795,235		795,235
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares					(1,386)			(92,160)					(92,160)	(4,011)	(96,171)
Issuances of Class A ordinary shares:															
Employee share programs				10,861		(715,790)	975,322	481,341	4,521	(90,612)			650,261	25,784	676,045
Upon redemption of Accenture Holdings plc ordinary shares				760			5,595						5,595	(5,595)	—
Dividends						51,677				(1,550,411)			(1,498,734)	(68,844)	(1,567,578)
Other, net							(21,841)			(1,385)			(23,226)	55,807	32,581
Balance as of August 31, 2017	\$57	40	\$14	638,966	\$—	20,531	\$1,095,026	\$3,516,399	\$ (1,649,090)	(23,449)	\$7,081,855	\$ (1,094,784)	\$ 8,949,477	\$ 760,723	\$ 9,710,200

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS — (continued)
For the Years Ended August 31, 2018, 2017, and 2016
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Net income											4,059,907		4,059,907	154,687	4,214,594
Other comprehensive income (loss)												(481,387)	(481,387)	(2,233)	(483,620)
Purchases of Class A ordinary shares								49,766	(2,554,084)	(16,706)			(2,504,318)	(49,766)	(2,554,084)
Cancellation of treasury shares				(11,621)				(206,782)	1,582,067	11,621	(1,375,285)		—		—
Share-based compensation expense							913,801	63,107					976,908		976,908
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares					(821)			(80,169)					(80,169)	(4,841)	(85,010)
Issuances of Class A ordinary shares:															
Employee share programs				10,077			(829,085)	1,132,024	504,159	4,201	(68,656)		738,442	14,704	753,146
Upon redemption of Accenture Holdings plc ordinary shares		1	25,906		(19,054)			408,652					408,653	(408,653)	—
Dividends							54,881				(1,725,953)		(1,671,072)	(37,652)	(1,708,724)
Other, net								(12,233)			(19,455)		(31,688)	(67,134)	(98,822)
Balance as of August 31, 2018	\$57	40	\$15	663,328	\$—	656	\$1,234,623	\$4,870,764	\$ (2,116,948)	(24,333)	\$7,952,413	\$ (1,576,171)	\$ 10,364,753	\$ 359,835	\$ 10,724,588

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED CASH FLOWS STATEMENTS
For the Years Ended August 31, 2018, 2017 and 2016
(In thousands of U.S. dollars)

	2018	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 4,214,594	\$ 3,634,932	\$ 4,349,603
Adjustments to reconcile Net income to Net cash provided by (used in) operating activities—			
Depreciation, amortization and asset impairments	926,776	801,789	729,052
Share-based compensation expense	976,908	795,235	758,176
Pension settlement charge	—	460,908	—
(Gain) loss on sale of businesses	—	252	(848,823)
Deferred income taxes, net	94,000	(364,133)	65,940
Other, net	7,609	88,123	(53,706)
Change in assets and liabilities, net of acquisitions—			
Receivables from clients, net	(476,041)	(169,714)	(177,156)
Unbilled services, current and non-current, net	(234,763)	96,392	(192,912)
Other current and non-current assets	(510,102)	(415,568)	(655,876)
Accounts payable	(167,971)	173,712	72,626
Deferred revenues, current and non-current	176,853	(38,954)	302,738
Accrued payroll and related benefits	646,416	(117,725)	386,018
Income taxes payable, current and non-current	183,933	15,721	(158,970)
Other current and non-current liabilities	188,479	12,069	90,690
Net cash provided by (used in) operating activities	6,026,691	4,973,039	4,667,400
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment	(619,187)	(515,919)	(496,566)
Purchases of businesses and investments, net of cash acquired	(657,546)	(1,704,188)	(932,542)
Proceeds from the sale of businesses and investments, net of cash transferred	20,197	(24,035)	814,538
Proceeds from sales of property and equipment	6,932	10,263	4,220
Net cash provided by (used in) investing activities	(1,249,604)	(2,233,879)	(610,350)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of ordinary shares	753,146	676,045	591,357
Purchases of shares	(2,639,094)	(2,649,051)	(2,604,989)
Proceeds from (repayments of) long-term debt, net	(4,195)	(2,120)	(1,059)
Cash dividends paid	(1,708,724)	(1,567,578)	(1,438,138)
Other, net	(110,161)	(17,531)	(36,389)
Net cash provided by (used in) financing activities	(3,709,028)	(3,560,235)	(3,489,218)
Effect of exchange rate changes on cash and cash equivalents	(133,559)	42,326	(22,989)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	934,500	(778,749)	544,843
CASH AND CASH EQUIVALENTS, beginning of period	4,126,860	4,905,609	4,360,766
CASH AND CASH EQUIVALENTS, end of period	\$ 5,061,360	\$ 4,126,860	\$ 4,905,609
SUPPLEMENTAL CASH FLOW INFORMATION:			
Interest paid	\$ 19,673	\$ 15,751	\$ 16,285
Income taxes paid, net	\$ 1,373,244	\$ 1,288,788	\$ 1,425,480

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS****(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)****1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES****Description of Business**

Accenture plc is one of the world's leading organizations providing consulting, technology and outsourcing services and operates globally with one common brand and business model designed to enable it to provide clients around the world with the same high level of service. Drawing on a combination of industry and functional expertise, technology capabilities and alliances, and global delivery resources, Accenture plc seeks to provide differentiated services that help clients measurably improve their business performance and create sustainable value for their customers and stakeholders. Accenture plc's global delivery model enables it to provide high-quality, cost-effective solutions to clients.

Basis of Presentation

The Consolidated Financial Statements include the accounts of Accenture plc, an Irish company, and our controlled subsidiary companies. Accenture plc is an Irish public limited company, which operates its business through its subsidiaries. Prior to March 13, 2018, Accenture plc's only business was to hold ordinary and deferred shares in, and to act as the controlling shareholder of, its subsidiary, Accenture Holdings plc, an Irish public limited company. We operated our business through Accenture Holdings plc and subsidiaries of Accenture Holdings plc. Accenture plc controlled Accenture Holdings plc's management and operations and consolidated Accenture Holdings plc's results in our Consolidated Financial Statements.

On March 13, 2018, Accenture Holdings plc merged with and into Accenture plc, with Accenture plc as the surviving entity. As a result, all of the assets and liabilities of Accenture Holdings plc were acquired by Accenture plc, and Accenture Holdings plc ceased to exist. In connection with this internal merger, shareholders of Accenture Holdings plc (other than Accenture entities that held shares of Accenture Holdings plc), who primarily consisted of current and former members of Accenture Leadership and their permitted transferees, received one Class A ordinary share of Accenture plc for each share of Accenture Holdings plc that they owned, and Accenture plc redeemed all Class X ordinary shares of Accenture plc owned by such shareholders.

All references to Accenture Holdings plc included in this report with respect to periods prior to August 26, 2015 reflect the activity and/or balances of Accenture SCA (the predecessor of Accenture Holdings plc). The shares of Accenture Holdings plc (for applicable periods) and Accenture Canada Holdings Inc. held by persons other than us are treated as a noncontrolling interest in the Consolidated Financial Statements. The noncontrolling interest percentages were less than 1% and 4% as of August 31, 2018 and 2017, respectively.

All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31. For example, a reference to "fiscal 2018" means the 12-month period that ended on August 31, 2018. All references to quarters, unless otherwise noted, refer to the quarters of our fiscal year.

The preparation of the Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect amounts reported in the Consolidated Financial Statements and accompanying disclosures. Although these estimates are based on management's best knowledge of current events and actions that we may undertake in the future, actual results may be different from those estimates.

Revenue Recognition

Revenues from contracts for technology integration consulting services where we design/redesign, build and implement new or enhanced systems applications and related processes for our clients are recognized on the percentage-of-completion method, which involves calculating the percentage of services provided during the reporting period compared to the total estimated services to be provided over the duration of the contract. Contracts for technology integration consulting services generally span six months to two years. Estimated revenues used in applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenues and costs are continuously monitored during the term of the contract, and recorded revenues and estimated costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenues and income and are reflected in the Consolidated Financial Statements in the periods in which they are first identified. If our estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

amount by which the estimated total direct and indirect costs of the contract exceed the estimated total revenues that will be generated by the contract and are included in Cost of services and classified in Other accrued liabilities.

Revenues from contracts for non-technology integration consulting services with fees based on time and materials or cost-plus are recognized as the services are performed and amounts are earned. We consider amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectibility is reasonably assured. In such contracts, our efforts, measured by time incurred, typically are provided in less than a year and represent the contractual milestones or output measure, which is the contractual earnings pattern. For non-technology integration consulting contracts with fixed fees, we recognize revenues as amounts become billable in accordance with contract terms, provided the billable amounts are not contingent, are consistent with the services delivered and are earned. Contingent or incentive revenues relating to non-technology integration consulting contracts are recognized when the contingency is satisfied and we conclude the amounts are earned.

Outsourcing contracts typically span several years and involve complex delivery, often through multiple workforces in different countries. In a number of these arrangements, we hire client employees and become responsible for certain client obligations. Revenues are recognized on outsourcing contracts as amounts become billable in accordance with contract terms, unless the amounts are billed in advance of performance of services, in which case revenues are recognized when the services are performed and amounts are earned. Revenues from time-and-materials or cost-plus contracts are recognized as the services are performed. In such contracts, our effort, measured by time incurred, represents the contractual milestones or output measure, which is the contractual earnings pattern. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from fixed-price contracts are recognized on a straight-line basis, unless revenues are earned and obligations are fulfilled in a different pattern. Outsourcing contracts can also include incentive payments for benefits delivered to clients. Revenues relating to such incentive payments are recorded when the contingency is satisfied and we conclude the amounts are earned.

Costs related to delivering outsourcing services are expensed as incurred with the exception of certain transition costs related to the set-up of processes, personnel and systems, which are deferred during the transition period and expensed evenly over the period outsourcing services are provided. The deferred costs are specific internal costs or incremental external costs directly related to transition or set-up activities necessary to enable the outsourced services. Generally, deferred amounts are protected in the event of early termination of the contract and are monitored regularly for impairment. Impairment losses are recorded when projected remaining undiscounted operating cash flows of the related contract are not sufficient to recover the carrying amount of contract assets. Deferred transition costs were \$690,868 and \$739,212 as of August 31, 2018 and 2017, respectively, and are included in Deferred contract costs. Deferred transition amortization expense for fiscal 2018, 2017 and 2016 was \$333,118, \$289,555, and \$283,434, respectively. Amounts billable to the client for transition or set-up activities are deferred and recognized as revenue evenly over the period outsourcing services are provided. Deferred transition revenues were \$581,395 and \$606,095 as of August 31, 2018 and 2017, respectively, and are included in non-current Deferred revenues. Contract acquisition and origination costs are expensed as incurred.

We enter into contracts that may consist of multiple deliverables. These contracts may include any combination of technology integration consulting services, non-technology integration consulting services or outsourcing services described above. Revenues for contracts with multiple deliverables are allocated based on the lesser of the element's relative selling price or the amount that is not contingent on future delivery of another deliverable. The selling price of each deliverable is determined by obtaining third party evidence of the selling price for the deliverable and is based on the price charged when largely similar services are sold on a standalone basis by us to similarly situated customers. If the amount of non-contingent revenues allocated to a deliverable accounted for under the percentage-of-completion method of accounting is less than the costs to deliver such services, then such costs are deferred and recognized in future periods when the revenues become non-contingent. Revenues are recognized in accordance with our accounting policies for the separate deliverables when the services have value on a stand-alone basis, selling price of the separate deliverables exists and, in arrangements that include a general right of refund relative to the completed deliverable, performance of the in-process deliverable is considered probable and substantially in our control. While determining fair value and identifying separate deliverables require judgment, generally fair value and the separate deliverables are readily identifiable as we also sell those deliverables unaccompanied by other deliverables.

Revenues recognized in excess of billings are recorded as Unbilled services. Billings in excess of revenues recognized are recorded as Deferred revenues until revenue recognition criteria are met. Client prepayments (even if nonrefundable) are deferred and recognized over future periods as services are delivered or performed.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Revenues before reimbursements (“net revenues”) include the margin earned on computer hardware, software and related services resale, as well as revenues from alliance agreements. Reimbursements include billings for travel and other out-of-pocket expenses and third-party costs, such as the cost of hardware, software and related services resale. In addition, Reimbursements include allocations from gross billings to record an amount equivalent to reimbursable costs, where billings do not specifically identify reimbursable expenses. We report revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Employee Share-Based Compensation Arrangements

Share-based compensation expense is recognized over the requisite service period for awards of equity instruments to employees based on the grant date fair value of those awards expected to ultimately vest. Forfeitures are estimated on the date of grant and revised if actual or expected forfeiture activity differs materially from original estimates.

Income Taxes

We calculate and provide for income taxes in each of the tax jurisdictions in which we operate. Deferred tax assets and liabilities, measured using enacted tax rates, are recognized for the future tax consequences of temporary differences between the tax and financial statement bases of assets and liabilities. A valuation allowance reduces the deferred tax assets to the amount that is more likely than not to be realized. We establish liabilities or reduce assets when we believe tax positions are not more likely than not of being sustained if challenged. Recognized tax positions are measured at the largest amount of benefit greater than 50 percent likely of being realized. Each fiscal quarter, we evaluate tax positions and adjust the related tax assets and liabilities in light of changing facts and circumstances.

Translation of Non-U.S. Currency Amounts

Assets and liabilities of non-U.S. subsidiaries whose functional currency is not the U.S. dollar are translated into U.S. dollars at fiscal year-end exchange rates. Revenue and expense items are translated at average foreign currency exchange rates prevailing during the fiscal year. Translation adjustments are included in Accumulated other comprehensive income (loss). Gains and losses arising from intercompany foreign currency transactions that are of a long-term investment nature are reported in the same manner as translation adjustments.

Cash and Cash Equivalents

Cash and cash equivalents consist of all cash balances and liquid investments with original maturities of three months or less, including certificates of deposit and time deposits. Cash and cash equivalents also include restricted cash of \$45,658 and \$45,547 as of August 31, 2018 and 2017, respectively, which primarily relates to cash held to meet certain insurance requirements. As a result of certain subsidiaries’ cash management systems, checks issued but not presented to the banks for payment may create negative book cash balances. Such negative balances are classified as Current portion of long term debt and bank borrowings.

Client Receivables, Unbilled Services and Allowances

We record our client receivables and unbilled services at their face amounts less allowances. On a periodic basis, we evaluate our receivables and unbilled services and establish allowances based on historical experience and other currently available information. As of August 31, 2018 and 2017, total allowances recorded for client receivables and unbilled services were \$49,913 and \$74,450, respectively. The allowance reflects our best estimate of collectibility risks on outstanding receivables and unbilled services. In limited circumstances, we agree to extend financing to certain clients. The terms vary by contract, but generally payment for services is contractually linked to the achievement of specified performance milestones.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**Concentrations of Credit Risk**

Our financial instruments, consisting primarily of cash and cash equivalents, foreign currency exchange rate instruments, client receivables and unbilled services, are exposed to concentrations of credit risk. We place our cash and cash equivalents and foreign exchange instruments with highly-rated financial institutions, limit the amount of credit exposure with any one financial institution and conduct ongoing evaluations of the credit worthiness of the financial institutions with which we do business. Client receivables are dispersed across many different industries and countries; therefore, concentrations of credit risk are limited.

Investments

All liquid investments with an original maturity greater than three months but less than one year are considered to be short-term investments. Non-current investments are primarily non-marketable equity securities of privately held companies and are accounted for using either the equity or cost methods of accounting, in accordance with the requirements of Accounting Standards Codification (“ASC”) 323, Investments—Equity Method and Joint Ventures. Interest and amortization of premiums and discounts for debt securities are included in Interest income.

Cost method investments are periodically assessed for other-than-temporary impairment. For investments in privately held companies, if there are no identified events or circumstances that would have a significant adverse effect on the fair value of the investment, the fair value is not estimated. If an investment is deemed to have experienced an other-than-temporary decline below its cost basis, we reduce the carrying amount of the investment to its quoted or estimated fair value, as applicable, and establish a new cost basis for the investment.

Property and Equipment

Property and equipment is stated at cost, net of accumulated depreciation. Depreciation of property and equipment is computed on a straight-line basis over the following estimated useful lives:

Computers, related equipment and software	2 to 7 years
Furniture and fixtures	5 to 10 years
Leasehold improvements	Lesser of lease term or 15 years

Goodwill

Goodwill represents the excess of the purchase price of an acquired entity over the fair value of net assets acquired. We review the recoverability of goodwill by reportable operating segment annually, or more frequently when indicators of impairment exist. Based on the results of our annual impairment analysis, we determined that no impairment existed as of August 31, 2018 or 2017, as each reportable operating segment’s estimated fair value substantially exceeded its carrying value.

Long-Lived Assets

Long-lived assets, including deferred contract costs and identifiable intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or group of assets may not be recoverable. Recoverability of long-lived assets or groups of assets is assessed based on a comparison of the carrying amount to the estimated future net cash flows. If estimated future undiscounted net cash flows are less than the carrying amount, the asset is considered impaired and a loss is recorded equal to the amount required to reduce the carrying amount to fair value.

Intangible assets with finite lives are generally amortized using the straight-line method over their estimated economic useful lives, ranging from one to fifteen years.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Operating Expenses

Selected components of operating expenses were as follows:

	Fiscal		
	2018	2017	2016
Research and development costs	\$ 790,779	\$ 704,317	\$ 643,407
Advertising costs	78,464	79,883	80,601
Provision for (release of) doubtful accounts (1)	(1,060)	10,117	15,312

(1) For additional information, see “Client Receivables, Unbilled Services and Allowances”.

New Accounting Pronouncements

The following standards, issued by the Financial Accounting Standards Board (“FASB”), will, or are expected to, result in a change in practice and/or have a financial impact to our Consolidated Financial Statements:

Standard	Description	Accenture Adoption Date	Impact on the Financial Statements or Other Significant Matters
2016-16 : Income Taxes: Intra-Entity Transfers of Assets Other Than Inventory	The guidance requires an entity to recognize the income tax consequences of intra-entity transfers, other than inventory, when the transfer occurs. Under current guidance in U.S. GAAP, in the case of depreciable or amortizable assets, the income tax consequences are deferred at the time of the intra-entity transfer and recognized as the assets are depreciated or amortized. The guidance requires modified retrospective transition with a cumulative catch-up adjustment to opening retained earnings in the period of adoption.	September 1, 2018	The adoption of this ASU will require that we record deferred tax assets on our Consolidated Balance Sheet at the beginning of fiscal 2019. The deferred tax assets, which we expect to be up to \$2.1 billion, represent income tax consequences of prior intra-entity transfers of assets, which are currently recognized over the expected life of the assets. Beginning in fiscal 2019, we will recognize incremental income tax expense as these deferred tax assets are utilized. This could represent approximately a 3.3 percentage point increase in the annual effective tax rate for fiscal 2019. However, the actual impact of adoption will depend on numerous factors, including management’s expectations regarding recoverability of the related deferred taxes. Adoption will not have any impact on our cash flows.
2014-09 : (Accounting Standard Codification 606), Revenue from Contracts with Customers and related updates	The guidance replaces most existing revenue recognition guidance in U.S. GAAP. The core principle of the ASU is that an entity should recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services. The ASU requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments. The guidance allows for both retrospective and modified retrospective methods of adoption.	September 1, 2018	We expect revenue recognition across our portfolio of services to remain largely unchanged. However, the guidance will change the timing of revenue recognition in certain areas, including earlier recognition for certain variable fees and consulting services and later recognition for reimbursable expenses on certain contracts, which will be recognized with other revenues rather than when the expenses are incurred. These impacts are not expected to be material. We adopted the ASU on September 1, 2018, using the modified retrospective method. The estimated cumulative effect adjustment to retained earnings is not material to our Consolidated Financial Statements.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

2016-02 : Leases <i>and related updates</i>	The guidance amends existing guidance to require lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by leases and to disclose additional quantitative and qualitative information about leasing arrangements. The guidance requires either a modified retrospective transition method or a cumulative effect adjustment to opening retained earnings in the period of adoption.	September 1, 2019	While we are continuing to assess the potential impact of this ASU, we currently believe the most significant impact relates to our accounting for office space operating leases. We anticipate this ASU will have a material impact on our Consolidated Balance Sheets but will not have a material impact on our other Consolidated Financial Statements or footnotes. We will apply the cumulative effect method.
2017-07 :Compensation - Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost	The guidance amends certain presentation and disclosure requirements for employers that sponsor defined benefit pension and post-retirement medical plans. The new standard requires the service cost component of the net benefit cost to be in the same line item as other compensation in operating income and the other components of net benefit cost to be presented outside of operating income on a retrospective basis.	September 1, 2018	The adoption of this ASU will require us to reclassify \$58 million of operating expenses to non-operating expense for fiscal 2018 to conform with the fiscal 2019 treatment of these expenses.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

2. EARNINGS PER SHARE

Basic and diluted earnings per share were calculated as follows:

	Fiscal		
	2018	2017	2016
Basic Earnings per share			
Net income attributable to Accenture plc	\$ 4,059,907	\$ 3,445,149	\$ 4,111,892
Basic weighted average Class A ordinary shares	628,451,742	620,104,250	624,797,820
Basic earnings per share	\$ 6.46	\$ 5.56	\$ 6.58
Diluted Earnings per share			
Net income attributable to Accenture plc	\$ 4,059,907	\$ 3,445,149	\$ 4,111,892
Net income attributable to noncontrolling interests in Accenture Holdings plc and Accenture Canada Holdings Inc. (1)	95,063	149,131	195,560
Net income for diluted earnings per share calculation	\$ 4,154,970	\$ 3,594,280	\$ 4,307,452
Basic weighted average Class A ordinary shares	628,451,742	620,104,250	624,797,820
Class A ordinary shares issuable upon redemption/exchange of noncontrolling interests (1)	14,716,884	28,107,510	29,712,982
Diluted effect of employee compensation related to Class A ordinary shares	11,948,075	12,082,241	13,105,585
Diluted effect of share purchase plans related to Class A ordinary shares	179,449	169,226	153,887
Diluted weighted average Class A ordinary shares	655,296,150	660,463,227	667,770,274
Diluted earnings per share	\$ 6.34	\$ 5.44	\$ 6.45

- (1) Diluted earnings per share assumes the exchange of all Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares on a one-for-one basis and the redemption of all Accenture Holdings plc ordinary shares owned by holders of noncontrolling interests prior to March 13, 2018, when these were redeemed for Accenture plc Class A ordinary shares. The income effect does not take into account "Net income attributable to noncontrolling interests - other," since those shares are not redeemable or exchangeable for Accenture plc Class A ordinary shares.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

3. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table summarizes the changes in the accumulated balances for each component of accumulated other comprehensive loss attributable to Accenture plc:

	Fiscal		
	2018	2017	2016
Foreign currency translation			
Beginning balance	\$ (770,043)	\$ (919,963)	\$ (853,504)
Foreign currency translation	(310,548)	164,073	(67,884)
Income tax benefit (expense)	3,354	(988)	2,120
Portion attributable to noncontrolling interests	1,969	(13,165)	(695)
Foreign currency translation, net of tax	(305,225)	149,920	(66,459)
Ending balance	(1,075,268)	(770,043)	(919,963)
Defined benefit plans			
Beginning balance	(440,619)	(809,504)	(523,619)
Actuarial gains (losses)	19,862	49,565	(481,331)
Pension settlement	3,030	509,793	—
Prior service costs arising during the period	(28,696)	847	1,561
Reclassifications into net periodic pension and post-retirement expense (1)	34,972	44,913	26,639
Income tax benefit (expense)	(7,799)	(219,817)	153,869
Portion attributable to noncontrolling interests	(34)	(16,416)	13,377
Defined benefit plans, net of tax	21,335	368,885	(285,885)
Ending balance	(419,284)	(440,619)	(809,504)
Cash flow hedges			
Beginning balance	114,635	68,011	(33,288)
Unrealized gain (loss)	(169,958)	195,848	180,196
Reclassification adjustments into Cost of services	(93,105)	(118,840)	(23,004)
Income tax benefit (expense)	64,118	(28,309)	(51,153)
Portion attributable to noncontrolling interests	300	(2,075)	(4,740)
Cash flow hedges, net of tax	(198,645)	46,624	101,299
Ending balance (2)	(84,010)	114,635	68,011
Investments			
Beginning balance	1,243	(264)	(1,561)
Unrealized gain (loss)	1,455	1,758	2,231
Income tax benefit (expense)	(305)	(183)	(873)
Portion attributable to noncontrolling interests	(2)	(68)	(61)
Investments, net of tax	1,148	1,507	1,297
Ending balance	2,391	1,243	(264)
Accumulated other comprehensive loss	\$ (1,576,171)	\$ (1,094,784)	\$ (1,661,720)

- (1) As of August 31, 2018, \$6,313 of net losses is expected to be reclassified into net periodic pension expense recognized in cost of services, sales and marketing and general and administrative costs in the next twelve months and \$27,316 of net losses is expected to be reclassified into non-operating expenses in the next 12 months.
- (2) As of August 31, 2018, \$21,490 of net unrealized losses related to derivatives designated as cash flow hedges is expected to be reclassified into Cost of services in the next twelve months.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

4. PROPERTY AND EQUIPMENT

The components of Property and equipment, net were as follows:

	August 31, 2018	August 31, 2017
Buildings and land	\$ 60	\$ 3,162
Computers, related equipment and software	1,625,950	1,611,641
Furniture and fixtures	374,294	393,351
Leasehold improvements	1,125,814	1,044,590
Property and equipment, gross	3,126,118	3,052,744
Total accumulated depreciation	(1,862,098)	(1,912,146)
Property and equipment, net	\$ 1,264,020	\$ 1,140,598

Depreciation expense for fiscal 2018, 2017 and 2016 was \$423,471, \$362,817 and \$327,736, respectively.

5. BUSINESS COMBINATIONS AND DIVESTITURES**Business Combinations****Fiscal 2018**

During fiscal 2018, we completed a number of individually immaterial acquisitions for total consideration of \$596,148, net of cash acquired. These acquisitions were completed primarily to expand our services and solutions offerings. In connection with these acquisitions, we recorded goodwill of \$431,087 and intangible assets of \$140,403. The intangible assets primarily consist of customer-related and contract-in-progress intangibles, which are being amortized over one to twelve years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

Fiscal 2017

During fiscal 2017, we completed a number of individually immaterial acquisitions for total consideration of \$1,643,205, net of cash acquired. These acquisitions were completed primarily to expand our services and solutions offerings. In connection with these acquisitions, we recorded goodwill of \$1,350,969 and intangible assets of \$328,776. The intangible assets primarily consist of customer-related and contract-in-progress intangibles, which are being amortized over one to twelve years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

Fiscal 2016

On October 20, 2015, we acquired Cloud Sherpas (through its holding company, Declarative Holdings, Inc.), a leader in cloud advisory and technology services, for approximately \$409,424, net of cash acquired. This acquisition enhances our ability to provide clients with cloud strategy and technology consulting, as well as cloud application implementation, integration and management services, and resulted in approximately 1,100 employees joining us. In connection with this acquisition, we recorded goodwill of \$385,337, which was allocated to all five reportable operating segments, and intangible assets of \$66,522, primarily related to customer-related intangibles. The goodwill is non-deductible for U.S. federal income tax purposes. The intangible assets are being amortized over one to seven years. The pro forma effects of this acquisition on our operations were not material.

During fiscal 2016, we also completed other individually immaterial acquisitions for total consideration of \$458,892, net of cash acquired. These acquisitions were completed primarily to expand our services and solutions offerings. In connection with these acquisitions, we recorded goodwill of \$382,326 and intangible assets of \$109,981. The intangible assets primarily consist of customer-related and technology intangibles, which are being amortized over one to ten years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Divestitures
Fiscal 2016

On January 26, 2016, we completed the sale of Navitaire LLC (“Navitaire”), a wholly owned subsidiary that provides technology and business solutions to the airline industry, to Amadeus IT Group, S.A. (“Amadeus”). Concurrent with the sale, we also entered into several arrangements to provide services to Amadeus, principally infrastructure outsourcing, over five years. We received a total of \$825,644, net of transaction costs and cash divested, of which \$214,500 was recorded as deferred revenue attributable to arrangements to provide services to Amadeus. In connection with the sale of Navitaire, we recorded a gain of \$547,584 (reported in “Gain on sale of businesses” in the Consolidated Income Statements) and recorded related income taxes of \$55,759. Approximately 600 Navitaire employees transferred to Amadeus as a part of this sale.

On August 1, 2016, we completed the transfer of our Duck Creek business to Apax Partners LLP in exchange for \$196,198, net of transaction costs and cash divested, and a 40% non-controlling interest in the newly formed joint venture, Duck Creek Technologies LLC (“Duck Creek”). Duck Creek’s business is to accelerate the innovation of claims, billing and policy administration software for the insurance industry. In connection with the transaction, which resulted in the recording of the retained non-controlling interest at fair value, we recorded a gain of \$301,239 (reported in “Gain on sale of businesses” in the Consolidated Income Statements) and related income tax expense of \$48,286. The fair value of our retained interest in Duck Creek was calculated based on the terms of the transfer and other factors related to the valuation of the non-controlling interest. Approximately 1,000 employees moved to Duck Creek as a part of this transaction.

6. GOODWILL AND INTANGIBLE ASSETS
Goodwill

The changes in the carrying amount of goodwill by reportable operating segment were as follows:

	August 31, 2016	Additions/ Adjustments	Foreign Currency Translation	August 31, 2017	Additions/ Adjustments	Foreign Currency Translation	August 31, 2018
Communications, Media & Technology	\$ 546,566	\$ 220,406	\$ 8,830	\$ 775,802	\$ 98,223	\$ (8,516)	\$ 865,509
Financial Services	854,376	280,569	16,079	1,151,024	32,390	(21,348)	1,162,066
Health & Public Service	715,849	214,316	4,209	934,374	27,816	(3,142)	959,048
Products	1,112,991	564,519	20,630	1,698,140	270,701	(20,440)	1,948,401
Resources	379,655	56,447	6,910	443,012	13,163	(8,187)	447,988
Total	\$ 3,609,437	\$ 1,336,257	\$ 56,658	\$ 5,002,352	\$ 442,293	\$ (61,633)	\$ 5,383,012

Goodwill includes immaterial adjustments related to prior period acquisitions.

Intangible Assets

Our definite-lived intangible assets by major asset class were as follows:

Intangible Asset Class	August 31, 2017			August 31, 2018		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer-related	\$ 809,683	\$ (235,315)	\$ 574,368	\$ 862,418	\$ (299,702)	\$ 562,716
Technology	108,929	(65,453)	43,476	94,844	(55,690)	39,154
Patents	124,669	(62,543)	62,126	128,179	(66,659)	61,520
Other	52,342	(21,930)	30,412	50,490	(26,770)	23,720
Total	\$ 1,095,623	\$ (385,241)	\$ 710,382	\$ 1,135,931	\$ (448,821)	\$ 687,110

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Total amortization related to our intangible assets was \$170,187 , \$149,417 and \$117,882 for fiscal 2018, 2017 and 2016 , respectively. Estimated future amortization related to intangible assets held at August 31, 2018 is as follows:

Fiscal Year	Estimated Amortization	
2019	\$	142,050
2020		120,026
2021		107,162
2022		90,993
2023		77,285
Thereafter		149,594
Total	\$	687,110

7. DERIVATIVE FINANCIAL INSTRUMENTS

In the normal course of business, we use derivative financial instruments to manage foreign currency exchange rate risk. Derivative transactions are governed by a uniform set of policies and procedures covering areas such as authorization, counterparty exposure and hedging practices. Positions are monitored using techniques such as market value and sensitivity analyses. We do not enter into derivative transactions for trading purposes. We classify cash flows from our derivative programs as cash flows from operating activities in the Consolidated Cash Flows Statements.

Certain derivatives give rise to credit risks from the possible non-performance by counterparties. Credit risk is generally limited to the fair value of those contracts that are favorable to us, and the maximum amount of loss due to credit risk, based on the gross fair value of our derivative financial instruments that are in an asset position, was \$59,145 as of August 31, 2018 .

We utilize standard counterparty master agreements containing provisions for the netting of certain foreign currency transaction obligations and for set-off of certain obligations in the event of an insolvency of one of the parties to the transaction. These provisions may reduce our potential overall loss resulting from the insolvency of a counterparty and reduce a counterparty's potential overall loss resulting from our insolvency. Additionally, these agreements contain early termination provisions triggered by adverse changes in a counterparty's credit rating, thereby enabling us to accelerate settlement of a transaction prior to its contractual maturity and potentially decrease our realized loss on an open transaction. Similarly, a decrement in our credit rating could trigger a counterparty's early termination rights, thereby enabling a counterparty to accelerate settlement of a transaction prior to its contractual maturity and potentially increase our realized loss on an open transaction. The aggregate fair value of our derivative instruments with credit-risk-related contingent features that were in a liability position as of August 31, 2018 was \$140,690 .

Our derivative financial instruments consist of deliverable and non-deliverable foreign currency forward contracts. Fair values for derivative financial instruments are based on prices computed using third-party valuation models and are classified as Level 2 in accordance with the three-level hierarchy of fair value measurements. All of the significant inputs to the third-party valuation models are observable in active markets. Inputs include current market-based parameters such as forward rates, yield curves and credit default swap pricing. For additional information related to the three-level hierarchy of fair value measurements, see Note 10 (Retirement and Profit Sharing Plans) to these Consolidated Financial Statements.

Cash Flow Hedges

Certain of our subsidiaries are exposed to currency risk through their use of our global delivery resources. To mitigate this risk, we use foreign currency forward contracts to hedge the foreign exchange risk of the forecasted intercompany expenses denominated in foreign currencies for up to three years in the future. We have designated these derivatives as cash flow hedges. As of August 31, 2018 and 2017 , we held no derivatives that were designated as fair value or net investment hedges.

In order for a derivative to qualify for hedge accounting, the derivative must be formally designated as a fair value, cash flow or net investment hedge by documenting the relationship between the derivative and the hedged item. The documentation includes a description of the hedging instrument, the hedged item, the risk being hedged, our risk management objective and strategy for undertaking the hedge, the method for assessing the effectiveness of the hedge and the method for measuring hedge ineffectiveness. Additionally, the hedge relationship must be expected to be highly

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

effective at offsetting changes in either the fair value or cash flows of the hedged item at both inception of the hedge and on an ongoing basis. We assess the ongoing effectiveness of our hedges using the Hypothetical Derivative Method, which measures hedge ineffectiveness based on a comparison of the change in fair value of the actual derivative designated as the hedging instrument and the change in fair value of a hypothetical derivative. The hypothetical derivative would have terms that identically match the critical terms of the hedged item. We measure and record hedge ineffectiveness at the end of each fiscal quarter.

For a cash flow hedge, the effective portion of the change in estimated fair value of a hedging instrument is recorded in Accumulated other comprehensive loss as a separate component of Shareholders' Equity and is reclassified into Cost of services in the Consolidated Income Statement during the period in which the hedged transaction is recognized. The amounts related to derivatives designated as cash flow hedges that were reclassified into Cost of services were a net gain of \$93,105, \$118,840 and \$23,004 during fiscal 2018, 2017 and 2016, respectively. The ineffective portion of the change in fair value of a cash flow hedge is recognized immediately in Other income (expense), net in the Consolidated Income Statement and for fiscal 2018, 2017 and 2016, was not material. In addition, we did not discontinue any cash flow hedges during fiscal 2018, 2017 or 2016.

Other Derivatives

We also use foreign currency forward contracts, which have not been designated as hedges, to hedge balance sheet exposures, such as intercompany loans. These instruments are generally short-term in nature, with typical maturities of less than one year, and are subject to fluctuations in foreign exchange rates. Realized gains or losses and changes in the estimated fair value of these derivatives were a net loss of \$114,076 for fiscal 2018, a net gain of \$66,748 for fiscal 2017, and a net loss of \$84,293 for fiscal 2016. Gains and losses on these contracts are recorded in Other income (expense), net in the Consolidated Income Statement and are offset by gains and losses on the related hedged items.

Fair Value of Derivative Instruments

The notional and fair values of all derivative instruments were as follows:

	August 31, 2018	August 31, 2017
Assets		
Cash Flow Hedges		
Other current assets	\$ 29,380	\$ 133,935
Other non-current assets	1,065	82,770
Other Derivatives		
Other current assets	28,700	11,470
Total assets	\$ 59,145	\$ 228,175
Liabilities		
Cash Flow Hedges		
Other accrued liabilities	\$ 50,870	\$ 21,632
Other non-current liabilities	64,365	17,244
Other Derivatives		
Other accrued liabilities	25,455	12,242
Total liabilities	\$ 140,690	\$ 51,118
Total fair value	\$ (81,545)	\$ 177,057
Total notional value	\$ 8,783,014	\$ 9,290,345

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

We utilize standard counterparty master agreements containing provisions for the netting of certain foreign currency transaction obligations and for the set-off of certain obligations in the event of an insolvency of one of the parties to the transaction. In the Consolidated Balance Sheets, we record derivative assets and liabilities at gross fair value. The potential effect of netting derivative assets against liabilities under the counterparty master agreements was as follows:

	August 31, 2018	August 31, 2017
Net derivative assets	\$ 23,599	\$ 189,066
Net derivative liabilities	105,144	12,009
Total fair value	<u>\$ (81,545)</u>	<u>\$ 177,057</u>

8. BORROWINGS AND INDEBTEDNESS

As of August 31, 2018, we had the following borrowing facilities, including the issuance of letters of credit, to support general working capital purposes:

	Facility Amount	Borrowings Under Facilities
Syndicated loan facility (1)	\$ 1,000,000	\$ —
Separate, uncommitted, unsecured multicurrency revolving credit facilities (2)	657,033	—
Local guaranteed and non-guaranteed lines of credit (3)	230,165	—
Total	<u>\$ 1,887,198</u>	<u>\$ —</u>

(1) This facility, which matures on December 22, 2020, provides unsecured, revolving borrowing capacity for general working capital purposes, including the issuance of letters of credit. Financing is provided under this facility at the prime rate or at the London Interbank Offered Rate, plus a spread. We continue to be in compliance with relevant covenant terms. The facility is subject to annual commitment fees. As of August 31, 2018 and 2017, we had no borrowings under the facility.

(2) We maintain separate, uncommitted and unsecured multicurrency revolving credit facilities. These facilities provide local currency financing for the majority of our operations. Interest rate terms on the revolving facilities are at market rates prevailing in the relevant local markets. As of August 31, 2018 and 2017, we had no borrowings under these facilities.

(3) We also maintain local guaranteed and non-guaranteed lines of credit for those locations that cannot access our global facilities. As of August 31, 2018 and 2017, we had no borrowings under these various facilities.

Under the borrowing facilities described above, we had an aggregate of \$324,602 and \$195,998 of letters of credit outstanding as of August 31, 2018 and 2017, respectively. In addition, we had total outstanding debt of \$25,013 and \$25,070 as of August 31, 2018 and 2017, respectively. In the fourth quarter of fiscal 2017, we entered into agreements that will allow us to establish a commercial paper program for short-term borrowings of up to \$1 billion, backed by our syndicated loan facility.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

9. INCOME TAXES

	Fiscal		
	2018	2017	2016
Current taxes			
U.S. federal	\$ 70,050	\$ 152,002	\$ 314,121
U.S. state and local	3,574	17,269	38,255
Non-U.S.	1,425,875	1,175,962	835,653
Total current tax expense	1,499,499	1,345,233	1,188,029
Deferred taxes			
U.S. federal	219,034	(200,483)	8,588
U.S. state and local	57,044	(26,069)	1,056
Non-U.S.	(182,078)	(137,581)	56,296
Total deferred tax (benefit) expense	94,000	(364,133)	65,940
Total	\$ 1,593,499	\$ 981,100	\$ 1,253,969

The components of Income before income taxes were as follows:

	Fiscal		
	2018	2017	2016
U.S. sources (1)	\$ 645,943	\$ 251,456	\$ 1,047,909
Non-U.S. sources	5,162,150	4,364,576	4,555,663
Total	\$ 5,808,093	\$ 4,616,032	\$ 5,603,572

(1) Includes U.S. pension settlement charge of \$509,793 for fiscal 2017.

On December 22, 2017, the U.S. enacted the Tax Cuts and Jobs Act (the "Tax Act"), which significantly changed U.S. tax law. The Tax Act lowered the U.S. statutory federal income tax rate from 35% to 21% , effective January 1, 2018, resulting in a blended U.S. statutory federal income tax rate of 25.7% for our fiscal year ended August 31, 2018 . Due to the recent enactment and the complexity involved in applying the provisions of the Tax Act, we had previously recorded provisional amounts in our financial statements. In the three months ended February 28, 2018 , we recognized a provisional tax expense of \$136,724 primarily to remeasure our net deferred tax assets at the new, lower rates. In the three months ended May 31, 2018 , we recorded an adjustment of \$40,927 to our provisional tax expense resulting from our continued analysis of the Tax Act. While we now consider our analysis of these items under the Tax Act to be complete, we have not yet made an accounting policy election to consider the taxes on our intercompany transactions in determining the amount of our valuation allowance.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

The reconciliation of the U.S. federal statutory income tax rate to our effective income tax rate was as follows:

	Fiscal		
	2018	2017	2016
U.S. federal statutory income tax rate	25.7 %	35.0 %	35.0 %
U.S. state and local taxes, net	1.1	1.3	1.1
Non-U.S. operations taxed at lower rates	(6.1)	(16.3)	(12.6)
Final determinations (1)	(1.9)	(3.6)	(2.1)
Other net activity in unrecognized tax benefits	5.8	8.4	2.7
Divestitures	—	—	(3.4)
Excess tax benefits from share based payments	(2.3)	(2.7)	—
Changes in tax laws and rates	4.4	(1.5)	—
Other, net	0.7	0.7	1.7
Effective income tax rate	<u>27.4 %</u>	<u>21.3 %</u>	<u>22.4 %</u>

(1) Final determinations include final agreements with tax authorities and expirations of statutes of limitations.

As of August 31, 2018, we had not recognized a deferred tax liability on \$1,082,198 of undistributed earnings for certain foreign subsidiaries, because these earnings are intended to be indefinitely reinvested. If such earnings were distributed, some countries may impose additional taxes. The unrecognized deferred tax liability (the amount payable if distributed) is approximately \$131,000.

Portions of our operations are subject to reduced tax rates or are free of tax under various tax holidays which expire between fiscal 2019 and 2022. Some of the holidays are renewable at reduced levels, under certain conditions, with possible renewal periods through 2032. The income tax benefits attributable to the tax status of these subsidiaries were estimated to be approximately \$103,000, \$95,000 and \$100,000 in fiscal 2018, 2017 and 2016, respectively.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Changes in tax laws and tax rates decreased our net deferred tax assets by \$247,216 in fiscal 2018 and increased our net deferred tax assets by \$68,724 in fiscal 2017 .

The components of our deferred tax assets and liabilities included the following:

	August 31, 2018	August 31, 2017
Deferred tax assets		
Pensions	\$ 254,268	\$ 294,850
Revenue recognition	110,424	163,393
Compensation and benefits	517,850	734,373
Share-based compensation	259,276	293,546
Tax credit carryforwards	400,253	1,419,506
Net operating loss carryforwards	119,130	204,803
Depreciation and amortization	97,459	97,076
Deferred amortization deductions	728,564	705,495
Indirect effects of unrecognized tax benefits	355,152	343,832
Other	150,740	122,590
	<u>2,993,116</u>	<u>4,379,464</u>
Valuation allowance	(451,775)	(1,564,554)
Total deferred tax assets	<u>2,541,341</u>	<u>2,814,910</u>
Deferred tax liabilities		
Revenue recognition	(66,128)	(80,683)
Depreciation and amortization	(214,396)	(228,166)
Investments in subsidiaries	(138,417)	(202,359)
Other	(161,322)	(225,899)
Total deferred tax liabilities	<u>(580,263)</u>	<u>(737,107)</u>
Net deferred tax assets	<u>\$ 1,961,078</u>	<u>\$ 2,077,803</u>

We recorded valuation allowances of \$451,775 and \$1,564,554 as of August 31, 2018 and 2017 , respectively, against deferred tax assets principally associated with certain tax credit and tax net operating loss carryforwards, as we believe it is more likely than not that these assets will not be realized. For all other deferred tax assets, we believe it is more likely than not that the results of future operations will generate sufficient taxable income to realize these deferred tax assets. During fiscal 2018 , we recorded a net decrease of \$1,112,779 in the valuation allowance. Substantially all of this change related to the write-off of certain tax credit carryforwards for which we had a full valuation allowance. During fiscal 2017 , we recorded a net increase of \$321,347 in the valuation allowance. The majority of this change related to valuation allowances on certain tax credit carryforwards, as we believed it was more likely than not that these assets would not be realized.

We had tax credit carryforwards as of August 31, 2018 of \$400,253 , of which \$19,976 will expire between 2019 and 2028 , \$1,838 will expire between 2029 and 2038 , and \$378,439 has an indefinite carryforward period. We had net operating loss carryforwards as of August 31, 2018 of \$478,274 . Of this amount, \$216,476 expires between 2019 and 2028 , \$11,080 expires between 2029 and 2038 , and \$250,718 has an indefinite carryforward period.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

As of August 31, 2018, we had \$1,210,520 of unrecognized tax benefits, of which \$818,638, if recognized, would favorably affect our effective tax rate. As of August 31, 2017, we had \$945,850 of unrecognized tax benefits, of which \$609,555, if recognized, would favorably affect our effective tax rate. The remaining unrecognized tax benefits as of August 31, 2018 and 2017 of \$391,882 and \$336,295, respectively, represent items recorded as offsetting tax benefits associated with the correlative effects of potential transfer pricing adjustments, state income taxes and timing adjustments.

A reconciliation of the beginning and ending amounts of unrecognized tax benefits was as follows:

	Fiscal	
	2018	2017
Balance, beginning of year	\$ 945,850	\$ 985,755
Additions for tax positions related to the current year	349,343	204,321
Additions for tax positions related to prior years	317,215	254,274
Reductions for tax positions related to prior years	(284,711)	(250,135)
Statute of limitations expirations	(37,050)	(41,544)
Settlements with tax authorities	(68,605)	(221,999)
Foreign currency translation	(11,522)	15,178
Balance, end of year	<u>\$ 1,210,520</u>	<u>\$ 945,850</u>

We recognize interest and penalties related to unrecognized tax benefits in the Provision for income taxes. During fiscal 2018, 2017 and 2016, we recognized expense of \$37,230, \$37,350 and \$8,681 in interest and penalties, respectively. Accrued interest and penalties related to unrecognized tax benefits of \$125,886 (\$114,631, net of tax benefits) and \$98,204 (\$87,417, net of tax benefits) were reflected on our Consolidated Balance Sheets as of August 31, 2018 and 2017, respectively.

We are currently under audit by the U.S. Internal Revenue Service for fiscal 2016. We are also currently under audit in numerous state and non-U.S. tax jurisdictions. Although the outcome of tax audits is always uncertain and could result in significant cash tax payments, we do not believe the outcome of these audits will have a material adverse effect on our consolidated financial position or results of operations. With limited exceptions, we are no longer subject to income tax audits by taxing authorities for the years before 2009. We believe that it is reasonably possible that our unrecognized tax benefits could decrease by approximately \$486,000 or increase by approximately \$219,000 in the next 12 months as a result of settlements, lapses of statutes of limitations, tax audit activity and other adjustments. The majority of these amounts relate to transfer pricing matters in both U.S. and non-U.S. tax jurisdictions.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

10. RETIREMENT AND PROFIT SHARING PLANS
Defined Benefit Pension and Postretirement Plans

In the United States and certain other countries, we maintain and administer defined benefit retirement plans and postretirement medical plans for certain current, retired and resigned employees. In addition, our U.S. defined benefit pension plans include a frozen plan for former pre-incorporation partners, which is unfunded. Benefits under the employee retirement plans are primarily based on years of service and compensation during the years immediately preceding retirement or termination of participation in the plan. The defined benefit pension disclosures include our U.S. and material non-U.S. defined benefit pension plans.

Assumptions

The weighted-average assumptions used to determine the defined benefit pension obligations as of August 31 and the net periodic pension expense were as follows:

	Pension Plans						Postretirement Plans		
	August 31, 2018		August 31, 2017		August 31, 2016		August 31, 2018	August 31, 2017	August 31, 2016
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Discount rate for determining projected benefit obligation	4.00%	3.29%	3.75%	2.83%	3.50%	2.40%	3.98%	3.73%	3.51%
Discount rate for determining net periodic pension expense	3.75%	2.83%	3.50%	2.40%	4.50%	3.47%	3.73%	3.51%	4.46%
Long term rate of return on plan assets	4.25%	3.56%	4.25%	3.52%	4.75%	3.99%	3.64%	4.13%	4.54%
Rate of increase in future compensation for determining projected benefit obligation	2.23%	3.67%	2.25%	3.63%	2.57%	3.47%	N/A	N/A	N/A
Rate of increase in future compensation for determining net periodic pension expense	2.25%	3.63%	2.57%	3.47%	3.60%	3.56%	N/A	N/A	N/A

We utilize a full yield curve approach to estimate the service and interest cost components by applying specific spot rates along the yield curve used in the determination of the benefit obligation to the relevant projected cash flows. This approach provides a correlation between projected benefit cash flows and the corresponding yield curve spot rates and provides a precise measurement of service and interest costs. The discount rate assumptions are based on the expected duration of the benefit payments for each of our defined benefit pension and postretirement plans as of the annual measurement date and are subject to change each year.

The expected long-term rate of return on plan assets should, over time, approximate the actual long-term returns on defined benefit pension and postretirement plan assets and is based on historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the asset portfolio.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**Assumed U.S. Health Care Cost Trend**

Our U.S. postretirement plan assumed annual rate of increase in the per capita cost of health care benefits is 6.9% for the plan year ending June 30, 2019. The rate is assumed to decrease on a straight-line basis to 4.5% for the plan year ending June 30, 2038 and remain at that level thereafter. A one percentage point increase in the assumed health care cost trend rates would increase the benefit obligation by \$79,766 , while a one percentage point decrease would reduce the benefit obligation by \$62,785 .

U.S. Defined Benefit Pension Plan Settlement Charges

In May 2017, we settled our U.S. pension plan obligations. Plan participants elected to receive either a lump-sum distribution or to transfer benefits to a third-party annuity provider. As a result of the settlement, we were relieved of any further obligation under our U.S. pension plan. During fiscal 2017, we recorded a pension settlement charge of \$509,793 , and related income tax benefits of \$198,219 . The charge primarily consisted of unrecognized actuarial losses of \$460,908 previously included in Accumulated other comprehensive loss. In connection with the settlement, we made a \$118,500 cash contribution (\$48,885 related to additional actuarial losses and \$69,615 to fund previously recorded pension liabilities). In connection with the plan termination, we created a separate defined benefit plan, with substantially the same terms as the terminated plan, for approximately 600 active employees who are currently eligible to accrue benefits.

Pension and Postretirement Expense

Pension expense for fiscal 2018, 2017 and 2016 was \$125,320 , \$622,302 (including the above noted settlement charge) and \$94,827 , respectively. Postretirement expense for fiscal 2018, 2017 and 2016 was not material to our Consolidated Financial Statements.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Benefit Obligation, Plan Assets and Funded Status

The changes in the benefit obligations, plan assets and funded status of our pension and postretirement benefit plans for fiscal 2018 and 2017 were as follows:

	Pension Plans				Postretirement Plans	
	August 31, 2018		August 31, 2017		August 31, 2018	August 31, 2017
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Reconciliation of benefit obligation						
Benefit obligation, beginning of year	\$ 342,863	\$ 1,816,462	\$ 2,030,006	\$ 1,758,110	\$ 529,680	\$ 500,964
Service cost	4,233	81,840	7,380	82,727	20,929	19,898
Interest cost	10,626	46,993	48,354	36,906	17,537	15,270
Participant contributions	—	12,189	—	11,832	—	—
Acquisitions/divestitures/transfers	—	(121)	—	15,664	—	—
Amendments	—	28,696	—	(847)	—	—
Curtailment	—	(4,946)	—	—	(2,782)	—
Pension settlement	4,289	(70,124)	(1,612,824)	—	—	—
Actuarial (gain) loss	(16,149)	(25,942)	(80,507)	(76,066)	(18,001)	5,084
Benefits paid	(13,946)	(69,841)	(49,546)	(47,233)	(10,499)	(13,047)
Exchange rate impact	—	(42,494)	—	35,369	(1,232)	1,511
Benefit obligation, end of year	\$ 331,916	\$ 1,772,712	\$ 342,863	\$ 1,816,462	\$ 535,632	\$ 529,680
Reconciliation of fair value of plan assets						
Fair value of plan assets, beginning of year	\$ 204,629	\$ 1,154,128	\$ 1,801,435	\$ 1,081,154	\$ 26,541	\$ 27,130
Actual return on plan assets	(5,278)	6,792	(63,919)	42,417	(505)	(38)
Acquisitions/divestitures/transfers	—	—	—	818	—	—
Employer contributions	20,882	109,292	129,483	67,300	13,176	12,496
Participant contributions	—	12,189	—	11,832	—	—
Pension settlement	4,289	(71,562)	(1,612,824)	—	—	—
Benefits paid	(13,946)	(69,841)	(49,546)	(47,233)	(10,499)	(13,047)
Exchange rate impact	—	(13,622)	—	(2,160)	—	—
Fair value of plan assets, end of year	\$ 210,576	\$ 1,127,376	\$ 204,629	\$ 1,154,128	\$ 28,713	\$ 26,541
Funded status, end of year	\$ (121,340)	\$ (645,336)	\$ (138,234)	\$ (662,334)	\$ (506,919)	\$ (503,139)
Amounts recognized in the Consolidated Balance Sheets						
Non-current assets	\$ 6,757	\$ 106,621	\$ 2,127	\$ 64,461	\$ —	\$ —
Current liabilities	(10,854)	(27,306)	(11,047)	(21,015)	(1,856)	(1,659)
Non-current liabilities	(117,243)	(724,651)	(129,314)	(705,780)	(505,063)	(501,480)
Funded status, end of year	\$ (121,340)	\$ (645,336)	\$ (138,234)	\$ (662,334)	\$ (506,919)	\$ (503,139)

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Accumulated Other Comprehensive Loss

The pre-tax accumulated net loss and prior service (credit) cost recognized in Accumulated other comprehensive loss as of August 31, 2018 and 2017 was as follows:

	Pension Plans				Postretirement Plans	
	August 31, 2018		August 31, 2017		August 31, 2018	August 31, 2017
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Net loss	\$ 105,580	\$ 357,250	\$ 112,015	\$ 386,428	\$ 114,827	\$ 142,197
Prior service (credit) cost	—	22,293	—	(5,222)	23,671	27,656
Accumulated other comprehensive loss, pre-tax	\$ 105,580	\$ 379,543	\$ 112,015	\$ 381,206	\$ 138,498	\$ 169,853

Funded Status for Defined Benefit Plans

The accumulated benefit obligation for defined benefit pension plans as of August 31, 2018 and 2017 was as follows:

	August 31, 2018		August 31, 2017	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
	Accumulated benefit obligation	\$ 325,152	\$ 1,614,649	\$ 333,588

The following information is provided for defined benefit pension plans and postretirement plans with projected benefit obligations in excess of plan assets and for defined benefit pension plans with accumulated benefit obligations in excess of plan assets as of August 31, 2018 and 2017 :

	Pension Plans				Postretirement Plans	
	August 31, 2018		August 31, 2017		August 31, 2018	August 31, 2017
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Projected benefit obligation in excess of plan assets						
Projected benefit obligation	\$ 128,097	\$ 1,009,762	\$ 342,863	\$ 1,037,634	\$ 535,632	\$ 529,680
Fair value of plan assets	—	257,805	202,502	310,839	28,713	26,541

	August 31, 2018		August 31, 2017	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
	Accumulated benefit obligation in excess of plan assets			
Accumulated benefit obligation	\$ 128,097	\$ 848,217	\$ 138,476	\$ 810,330
Fair value of plan assets	—	220,220	—	208,559

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Investment Strategies
U.S. Pension Plans

The overall investment objective of the defined benefit pension plans is to match the duration of the plans' assets to the plans' liabilities while managing risk in order to meet current defined benefit pension obligations. The plans' future prospects, their current financial conditions, our current funding levels and other relevant factors suggest that the plans can tolerate some interim fluctuations in market value and rates of return in order to achieve long-term objectives without undue risk to the plans' ability to meet their current benefit obligations. We recognize that asset allocation of the defined benefit pension plans' assets is an important factor in determining long-term performance. Actual asset allocations at any point in time may vary from the target asset allocations and will be dictated by current and anticipated market conditions, required cash flows and investment decisions of the investment committee and the pension plans' investment funds and managers. Ranges are established to provide flexibility for the asset allocation to vary around the targets without the need for immediate rebalancing.

Non-U.S. Pension Plans

Plan assets in non-U.S. defined benefit pension plans conform to the investment policies and procedures of each plan and to relevant legislation. The pension committee or trustee of each plan regularly, but at least annually, reviews the investment policy and the performance of the investment managers. In certain countries, the trustee is also required to consult with us. Asset allocation decisions are made to provide risk adjusted returns that align with the overall investment strategy for each plan. Generally, the investment return objective of each plan is to achieve a total annualized rate of return that exceeds inflation over the long term by an amount based on the target asset allocation mix of that plan. In certain countries, plan assets are invested in funds that are required to hold a majority of assets in bonds, with a smaller proportion in equities. Also, certain plan assets are entirely invested in contracts held with the plan insurer, which determines the strategy. Defined benefit pension plans in certain countries are unfunded.

Risk Management

Plan investments are exposed to risks including market, interest rate and operating risk. In order to mitigate significant concentrations of these risks, the assets are invested in a diversified portfolio primarily consisting of fixed income instruments and equities. To minimize asset volatility relative to the liabilities, plan assets allocated to debt securities appropriately match the duration of individual plan liabilities. Equities are diversified between U.S. and non-U.S. index funds and are intended to achieve long term capital appreciation. Plan asset allocation and investment managers' guidelines are reviewed on a regular basis.

Plan Assets

Our target allocation for fiscal 2019 and weighted-average plan assets allocations as of August 31, 2018 and 2017 by asset category for defined benefit pension plans were as follows:

Asset Category	2019 Target Allocation		2018		2017	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Equity securities	—%	26%	—%	20%	—%	30%
Debt securities	100	52	94	57	94	58
Cash and short-term investments	—	2	6	2	6	2
Insurance contracts	—	17	—	17	—	6
Other	—	3	—	4	—	4
Total	100%	100%	100%	100%	100%	100%

ACCENTURE PLC
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Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

The three-level hierarchy of fair value measurements is based on whether the inputs to those measurements are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect our market assumptions. The fair-value hierarchy requires the use of observable market data when available and consists of the following levels:

- Level 1—Quoted prices for identical instruments in active markets;
- Level 2—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable in active markets; and
- Level 3—Valuations derived from valuation techniques in which one or more significant inputs are unobservable.

The fair values of defined benefit pension and postretirement plan assets as of August 31, 2018 were as follows:

Non-U.S. Plans

	Level 1	Level 2	Level 3	Total
Equity				
Mutual fund equity securities	\$ —	\$ 222,061	\$ —	\$ 222,061
Fixed Income				
Non-U.S. government debt securities	117,389	—	—	117,389
Mutual fund debt securities	4	535,092	—	535,096
Cash and short-term investments	17,687	5,502	—	23,189
Insurance contracts	—	72,820	114,960	187,780
Other	—	41,861	—	41,861
Total	\$ 135,080	\$ 877,336	\$ 114,960	\$ 1,127,376

There were no transfers between Levels 1 and 2 during fiscal 2018. The level 3 assets are invested in an insurance buy-in contract in a Non-U.S. plan. The fair value of the assets is set to an actuarially calculated present value of the underlying liabilities.

The U.S. Plans have \$239,289 in Level 2 assets, primarily made up of U.S. corporate debt securities of \$136,814 and U.S. government, state and local debt securities of \$58,239.

The following table provides a reconciliation of the beginning and ending balances of Level 3 assets for fiscal 2018:

Level 3 Assets	Fiscal 2018
Beginning balance	\$ —
Purchases, sales and settlements	130,543
Changes in fair value	(15,583)
Ending Balance	\$ 114,960

Expected Contributions

Generally, annual contributions are made at such times and in amounts as required by law and may, from time to time, exceed minimum funding requirements. We estimate we will pay approximately \$93,973 in fiscal 2019 related to contributions to our U.S. and non-U.S. defined benefit pension plans and benefit payments related to the unfunded frozen plan for former pre-incorporation partners. We have not determined whether we will make additional voluntary

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contributions for our defined benefit pension plans. Our postretirement plan contributions in fiscal 2019 are not expected to be material to our Consolidated Financial Statements.

Estimated Future Benefit Payments

Benefit payments for defined benefit pension plans and postretirement plans, which reflect expected future service, as appropriate, are expected to be paid as follows:

	Pension Plans		Postretirement Plans
	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans
2019	\$ 14,168	\$ 61,593	\$ 14,052
2020	15,013	72,592	15,879
2021	15,795	82,049	17,811
2022	16,621	88,100	19,823
2023	17,317	103,213	22,458
2024-2028	96,921	522,427	150,083

Defined Contribution Plans

In the United States and certain other countries, we maintain and administer defined contribution plans for certain current, retired and resigned employees. Total expenses recorded for defined contribution plans were \$485,736 , \$454,124 and \$419,932 in fiscal 2018, 2017 and 2016 , respectively.

11. SHARE-BASED COMPENSATION
Share Incentive Plans

The Amended and Restated Accenture plc 2010 Share Incentive Plan, as amended and approved by our shareholders in 2018 (the "Amended 2010 SIP"), is administered by the Compensation Committee of the Board of Directors of Accenture and provides for the grant of nonqualified share options, incentive stock options, restricted share units and other share-based awards. A maximum of 99,000,000 Accenture plc Class A ordinary shares are currently authorized for awards under the Amended 2010 SIP. As of August 31, 2018 , there were 24,266,070 shares available for future grants. Accenture plc Class A ordinary shares covered by awards that terminate, lapse or are cancelled may again be used to satisfy awards under the Amended 2010 SIP. We issue new Accenture plc Class A ordinary shares and shares from treasury for shares delivered under the Amended 2010 SIP.

A summary of information with respect to share-based compensation is as follows:

	Fiscal		
	2018	2017	2016
Total share-based compensation expense included in Net income	\$ 976,908	\$ 795,235	\$ 758,176
Income tax benefit related to share-based compensation included in Net income (1)	404,124	349,114	236,423

(1) Prior to the adoption of ASU 2016-09 excess tax benefits for share-based compensation were not recognized in the provision for income taxes. Therefore, fiscal 2016 excludes \$92,285 of excess tax benefits from the income tax provision.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Restricted Share Units

Under the Amended 2010 SIP, participants may be, and previously under the predecessor 2001 Share Incentive Plan were, granted restricted share units, each of which represent an unfunded, unsecured right to receive an Accenture plc Class A ordinary share on the date specified in the participant's award agreement. The fair value of the awards is based on our stock price on the date of grant. The restricted share units granted under these plans are subject to cliff or graded vesting, generally ranging from two to seven years. For awards with graded vesting, compensation expense is recognized over the vesting term of each separately vesting portion. Compensation expense is recognized on a straight-line basis for awards with cliff vesting. Restricted share unit activity during fiscal 2018 was as follows:

	Number of Restricted Share Units	Weighted Average Grant-Date Fair Value
Nonvested balance as of August 31, 2017	21,029,042	\$ 101.88
Granted (1)	8,166,416	153.33
Vested (2)	(8,692,766)	96.86
Forfeited	(1,424,085)	109.83
Nonvested balance as of August 31, 2018	19,078,607	\$ 125.59

(1) The weighted average grant-date fair value for restricted share units granted for fiscal 2018, 2017 and 2016 was \$153.33 , \$117.72 and \$105.16 , respectively.

(2) The total grant-date fair value of restricted share units vested for fiscal 2018, 2017 and 2016 was \$842,002 , \$726,324 and \$796,620 , respectively.

As of August 31, 2018 , there was \$924,824 of total unrecognized restricted share unit compensation expense related to nonvested awards, which is expected to be recognized over a weighted average period of 1.2 years. As of August 31, 2018 , there were 598,447 restricted share units vested but not yet delivered as Accenture plc Class A ordinary shares.

Stock Options

There were no stock options granted during fiscal 2018, 2017 or 2016 . As of August 31, 2018 we had 12,274 stock options outstanding and exercisable at a weighted average exercise price of \$39.46 and a weighted average remaining contractual term of 1.2 years.

Employee Share Purchase Plan**2010 ESPP**

The Amended and Restated Accenture plc 2010 Employee Share Purchase Plan (the "2010 ESPP") is a nonqualified plan that provides eligible employees of Accenture plc and its designated affiliates with an opportunity to purchase Accenture plc Class A ordinary shares through payroll deductions. Under the 2010 ESPP, eligible employees may purchase Accenture plc Class A ordinary shares through the Employee Share Purchase Plan (the "ESPP") or the Voluntary Equity Investment Program (the "VEIP"). Under the ESPP, eligible employees may elect to contribute 1% to 10% of their eligible compensation during each semi-annual offering period (up to \$7.5 per offering period) to purchase Accenture plc Class A ordinary shares at a discount. Under the VEIP, eligible members of Accenture Leadership may elect to contribute up to 30% of their eligible compensation towards the monthly purchase of Accenture plc Class A ordinary shares at fair market value. At the end of the VEIP program year, Accenture Leadership participants who did not withdraw from the program will be granted restricted share units under the Amended 2010 SIP equal to 50% of the number of shares purchased during that year and held by the participant as of the grant date.

A maximum of 90,000,000 Accenture plc Class A ordinary shares may be issued under the 2010 ESPP. As of August 31, 2018 , we had issued 54,111,908 Accenture plc Class A ordinary shares under the 2010 ESPP. We issued 5,428,356 , 6,103,977 and 5,850,113 shares to employees in fiscal 2018, 2017 and 2016 , respectively, under the 2010 ESPP.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**12. SHAREHOLDERS' EQUITY****Accenture plc****Ordinary Shares**

We have 40,000 authorized ordinary shares, par value €1 per share. Each ordinary share of Accenture plc entitles its holder to receive payments upon a liquidation of Accenture plc; however a holder of an ordinary share is not entitled to vote on matters submitted to a vote of shareholders of Accenture plc or to receive dividends.

Class A Ordinary Shares

An Accenture plc Class A ordinary share entitles its holder to one vote per share, and holders of those shares do not have cumulative voting rights. Each Class A ordinary share entitles its holder to a pro rata part of any dividend at the times and in the amounts, if any, which Accenture plc's Board of Directors from time to time determines to declare, subject to any preferred dividend rights attaching to any preferred shares. Each Class A ordinary share is entitled on a winding-up of Accenture plc to be paid a pro rata part of the value of the assets of Accenture plc remaining after payment of its liabilities, subject to any preferred rights on liquidation attaching to any preferred shares.

Class X Ordinary Shares

Most of our partners who received Accenture Canada Holdings Inc. exchangeable shares in connection with our transition to a corporate structure received a corresponding number of Accenture plc Class X ordinary shares. An Accenture plc Class X ordinary share entitles its holder to one vote per share, and holders of those shares do not have cumulative voting rights. A Class X ordinary share does not entitle its holder to receive dividends, and holders of those shares are not entitled to be paid any amount upon a winding-up of Accenture plc. Accenture plc may redeem, at its option, any Class X ordinary share for a redemption price equal to the par value of the Class X ordinary share. Accenture plc has separately agreed with the original holders of Accenture Canada Holdings Inc. exchangeable shares not to redeem any Class X ordinary share of such holder if the redemption would reduce the number of Class X ordinary shares held by that holder to a number that is less than the number of Accenture Canada Holdings Inc. exchangeable shares owned by that holder, as the case may be. Accenture plc will redeem Class X ordinary shares upon the redemption or exchange of Accenture Canada Holdings Inc. exchangeable shares so that the aggregate number of Class X ordinary shares outstanding at any time does not exceed the aggregate number of Accenture Canada Holdings Inc. exchangeable shares outstanding. Class X ordinary shares are not transferable without the consent of Accenture plc.

Equity of Subsidiaries Redeemable or Exchangeable for Accenture plc Class A Ordinary Shares**Accenture Canada Holdings Inc. Exchangeable Shares**

Partners resident in Canada and New Zealand received Accenture Canada Holdings Inc. exchangeable shares in connection with our transition to a corporate structure. Holders of Accenture Canada Holdings Inc. exchangeable shares may exchange their shares for Accenture plc Class A ordinary shares at any time on a one-for-one basis. We may, at our option, satisfy this exchange with cash at a price per share generally equal to the market price of an Accenture plc Class A ordinary share at the time of the exchange. Each exchangeable share of Accenture Canada Holdings Inc. entitles its holder to receive distributions equal to any distributions to which an Accenture plc Class A ordinary share entitles its holder.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

13. MATERIAL TRANSACTIONS AFFECTING SHAREHOLDERS' EQUITY
Share Purchases and Redemptions

The Board of Directors of Accenture plc has authorized funding for our publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares and for purchases and redemptions of Accenture plc Class A ordinary shares and Accenture Canada Holdings Inc. exchangeable shares, and prior to March 13, 2018, Accenture Holdings plc ordinary shares, held by current and former members of Accenture Leadership and their permitted transferees. As of August 31, 2018, our aggregate available authorization was \$950,443 for our publicly announced open-market share purchase and these other share purchase programs.

Our share purchase activity during fiscal 2018 was as follows:

	Accenture plc Class A Ordinary Shares		Accenture Holdings plc Ordinary Shares and Accenture Canada Holdings Inc. Exchangeable Shares (3)	
	Shares	Amount	Shares	Amount
Open-market share purchases (1)	13,618,163	\$ 2,083,762	—	\$ —
Other share purchase programs	—	—	571,134	85,010
Other purchases (2)	3,088,027	470,322	—	—
Total	16,706,190	\$ 2,554,084	571,134	\$ 85,010

- (1) We conduct a publicly announced open-market share purchase program for Accenture plc Class A ordinary shares. These shares are held as treasury shares by Accenture plc and may be utilized to provide for select employee benefits, such as equity awards to our employees.
- (2) During fiscal 2018, as authorized under our various employee equity share plans, we acquired Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under those plans. These purchases of shares in connection with employee share plans do not affect our aggregate available authorization for our publicly announced open-market share purchase and the other share purchase programs.
- (3) In connection with the internal merger described in Note 1 (Summary of Significant Accounting Policies) in which Accenture Holdings plc merged with and into Accenture plc, shareholders of Accenture Holdings plc received one Class A ordinary share of Accenture plc for each share of Accenture Holdings plc that they owned, after which Accenture Holdings plc ceased to exist. Accordingly, as of March 13, 2018, there were no longer any ordinary shares of Accenture Holdings plc outstanding.

Other Share Redemptions

During fiscal 2018, we issued 25,906,176 Accenture plc Class A ordinary shares. The merger, described in Note 1 (Summary of Significant Accounting Policies) resulted in 25,554,372 Accenture plc Class A ordinary shares being issued in exchange for Accenture Holdings plc shares on March 13, 2018. Additionally, prior to the merger, we issued 351,804 Accenture plc Class A ordinary shares upon redemptions of an equivalent number of Accenture Holdings plc ordinary shares pursuant to a registration statement on Form S-3 (the "registration statement"). Under the registration statement we, at our option, could issue freely tradable Accenture plc Class A ordinary shares in lieu of cash upon redemptions of Accenture Holdings plc ordinary shares held by current and former members of Accenture Leadership and their permitted transferees. In connection with the merger of Accenture Holdings plc with and into Accenture plc, we have terminated the registration statement.

Cancellation of Treasury Shares

During fiscal 2018, we cancelled 11,620,621 Accenture plc Class A ordinary shares that were held as treasury shares and had an aggregate cost of \$1,582,067. The effect of the cancellation of these treasury shares was recognized in Class A ordinary shares and Additional paid-in capital with the residual recorded in Retained earnings. There was no effect on total shareholders' equity as a result of this cancellation.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
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Dividends

Our dividend activity during fiscal 2018 was as follows:

Dividend Payment Date	Dividend Per Share	Accenture plc Class A Ordinary Shares		Accenture Holdings plc Ordinary Shares and Accenture Canada Holdings Inc. Exchangeable Shares (1)		Total Cash Outlay
		Record Date	Cash Outlay	Record Date	Cash Outlay	
November 15, 2017	\$ 1.33	October 19, 2017	\$ 817,241	October 17, 2017	\$ 36,373	\$ 853,614
May 15, 2018	1.33	April 12, 2018	853,831	April 10, 2018	1,279	855,110
Total Dividends			\$ 1,671,072		\$ 37,652	\$ 1,708,724

- (1) The dividend for the three months ended May 31, 2018 included payments made to holders of Accenture Canada Holdings Inc. exchangeable shares while the dividend for the three months ended November 30, 2017 included payments made to holders of both Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares. See Note 1 (Summary of Significant Accounting Policies) for additional information on Accenture Holdings plc.

The payment of the cash dividends also resulted in the issuance of an immaterial number of additional restricted share units to holders of restricted share units.

Subsequent Events

On September 26, 2018, the Board of Directors of Accenture plc declared a semi-annual cash dividend of \$1.46 per share on its Class A ordinary shares for shareholders of record at the close of business on October 18, 2018 payable on November 15, 2018. The payment of the cash dividends will result in the issuance of an immaterial number of additional restricted share units to holders of restricted share units. In addition, on September 27, 2018, we announced that we are changing the frequency of any cash dividend payments to shareholders during fiscal 2020 from semi-annual to quarterly.

On September 26, 2018, the Board of Directors of Accenture plc approved \$5,000,000 in additional share repurchase authority bringing Accenture's total outstanding authority to \$5,950,443.

14. LEASE COMMITMENTS

We have operating leases, principally for office space, with various renewal options. Substantially all operating leases are non-cancelable or cancelable only by the payment of penalties. Rental expense in agreements with rent holidays and scheduled rent increases is recorded on a straight-line basis over the lease term. Rental expense, including operating costs and taxes, and sublease income from third parties during fiscal 2018, 2017 and 2016 was as follows:

	Fiscal		
	2018	2017	2016
Rental expense	\$ 653,531	\$ 617,014	\$ 578,149
Sublease income from third parties	(28,219)	(28,992)	(26,403)

Future minimum rental commitments under non-cancelable operating leases as of August 31, 2018 were as follows:

	Operating Lease Payments	Operating Sublease Income
2019	\$ 598,483	\$ (28,083)
2020	543,125	(24,115)
2021	474,478	(17,221)
2022	411,002	(7,932)
2023	338,630	(7,661)
Thereafter	1,285,763	(40,286)
	<u>\$ 3,651,481</u>	<u>\$ (125,298)</u>

15. COMMITMENTS AND CONTINGENCIES

Commitments

We have the right to purchase at fair value, or if certain events occur may be required to purchase at fair value, the outstanding shares of our SinnerSchrader AG subsidiary. As of August 31, 2018, the fair value of the redeemable common stock of SinnerSchrader AG of \$46,703 was included in Other accrued liabilities in the Consolidated Balance Sheets.

During fiscal 2018, we purchased shares related to the remaining outstanding redeemable common stock and options on redeemable common stock of our Avanade Inc. subsidiary and eliminated the liability, which was \$52,996 as of August 31, 2017 and was included in Other accrued liabilities in the Consolidated Balance Sheets.

Indemnifications and Guarantees

In the normal course of business and in conjunction with certain client engagements, we have entered into contractual arrangements through which we may be obligated to indemnify clients with respect to certain matters. These arrangements with clients can include provisions whereby we have joint and several liability in relation to the performance of certain contractual obligations along with third parties also providing services and products for a specific project. In addition, our consulting arrangements may include warranty provisions that our solutions will substantially operate in accordance with the applicable system requirements. Indemnification provisions are also included in arrangements under which we agree to hold the indemnified party harmless with respect to third-party claims related to such matters as title to assets sold or licensed or certain intellectual property rights.

Typically, we have contractual recourse against third parties for certain payments we made in connection with arrangements where third-party nonperformance has given rise to the client's claim. Payments we made under any of the arrangements described above are generally conditioned on the client making a claim, which may be disputed by us typically under dispute resolution procedures specified in the particular arrangement. The limitations of liability under these arrangements may be expressly limited or may not be expressly specified in terms of time and/or amount.

As of August 31, 2018 and 2017, our aggregate potential liability to our clients for expressly limited guarantees involving the performance of third parties was approximately \$782,000 and \$697,000, respectively, of which all but approximately \$130,000 and \$149,000, respectively, may be recovered from the other third parties if we are obligated to make payments to the indemnified parties as a consequence of a performance default by the other third parties. For arrangements with unspecified limitations, we cannot reasonably estimate the aggregate maximum potential liability, as it is inherently difficult to predict the maximum potential amount of such payments, due to the conditional nature and unique facts of each particular arrangement.

To date, we have not been required to make any significant payment under any of the arrangements described above. We have assessed the current status of performance/payment risk related to arrangements with limited guarantees, warranty obligations, unspecified limitations and/or indemnification provisions and believe that any potential payments would be immaterial to the Consolidated Financial Statements, as a whole.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Legal Contingencies

As of August 31, 2018, we or our present personnel had been named as a defendant in various litigation matters. We and/or our personnel also from time to time are involved in investigations by various regulatory or legal authorities concerning matters arising in the course of our business around the world. Based on the present status of these matters, management believes the range of reasonably possible losses in addition to amounts accrued, net of insurance recoveries, will not have a material effect on our results of operations or financial condition.

16. SEGMENT REPORTING

Operating segments are components of an enterprise where separate financial information is available that is evaluated regularly by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance.

Our chief operating decision makers are our Chief Executive Officer and Chief Financial Officer. Our operating segments are managed separately because each operating segment represents a strategic business unit providing consulting and outsourcing services to clients in different industries.

Our reportable operating segments are the five operating groups, which are Communications, Media & Technology, Financial Services, Health & Public Service, Products and Resources. Information regarding our reportable operating segments is as follows:

<u>Fiscal</u>		Communications, Media & Technology	Financial Services	Health & Public Service	Products	Resources	Other (3)	Total
<u>2018</u>								
Net revenues	\$	8,030,775	\$ 8,237,982	\$ 6,688,467	\$ 10,854,339	\$ 5,657,178	\$ 104,709	\$ 39,573,450
Depreciation and amortization (1)		176,232	161,451	171,084	271,853	146,156	—	926,776
Operating income		1,368,142	1,352,870	755,559	1,649,785	714,685	—	5,841,041
Net assets as of August 31 (2)		984,345	23,666	989,150	1,571,620	1,046,216	153,725	4,768,722
<u>2017</u>								
Net revenues	\$	6,884,738	\$ 7,393,945	\$ 6,177,846	\$ 9,500,451	\$ 4,847,073	\$ 46,129	\$ 34,850,182
Depreciation and amortization (1)		148,690	147,343	143,659	228,400	133,697	—	801,789
Operating income		1,048,786	1,207,391	772,785	1,558,680	554,760	(509,793)	4,632,609
Net assets as of August 31 (2)		916,325	155,386	911,605	1,299,898	953,820	112,264	4,349,298
<u>2016</u>								
Net revenues	\$	6,615,717	\$ 7,031,053	\$ 5,986,878	\$ 8,395,038	\$ 4,838,963	\$ 15,074	\$ 32,882,723
Depreciation and amortization (1)		141,356	139,518	134,788	206,806	106,584	—	729,052
Operating income		965,574	1,127,750	807,012	1,282,461	627,648	—	4,810,445
Net assets as of August 31 (2)		923,764	123,827	892,569	1,281,551	820,273	(137,761)	3,904,223

- (1) Amounts include depreciation on property and equipment and amortization of intangible assets controlled by each operating segment, as well as an allocation for amounts they do not directly control.
- (2) We do not allocate total assets by operating segment. Operating segment assets directly attributed to an operating segment and provided to the chief operating decision makers include receivables from clients, current and non-current unbilled services, deferred contract costs and current and non-current deferred revenues.
- (3) Other operating income for fiscal 2017 represents the pension settlement charge.

The accounting policies of the operating segments are the same as those described in Note 1 (Summary of Significant Accounting Policies) to these Consolidated Financial Statements.

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(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Revenues are attributed to geographic regions and countries based on where client services are supervised. Information regarding geographic regions and countries is as follows:

<u>Fiscal</u>	North America	Europe	Growth Markets	Total
<u>2018</u>				
Net revenues	\$ 17,849,010	\$ 14,111,622	\$ 7,612,818	\$ 39,573,450
Reimbursements	927,266	738,062	364,650	2,029,978
Revenues	<u>18,776,276</u>	<u>14,849,684</u>	<u>7,977,468</u>	<u>41,603,428</u>
Property and equipment, net as of August 31	375,237	319,487	569,296	1,264,020
<u>2017</u>				
Net revenues	\$ 16,290,842	\$ 12,002,025	\$ 6,557,315	\$ 34,850,182
Reimbursements	963,911	625,073	326,312	1,915,296
Revenues	<u>17,254,753</u>	<u>12,627,098</u>	<u>6,883,627</u>	<u>36,765,478</u>
Property and equipment, net as of August 31	274,463	294,154	571,981	1,140,598
<u>2016</u>				
Net revenues	\$ 15,653,290	\$ 11,512,434	\$ 5,716,999	\$ 32,882,723
Reimbursements	970,248	637,212	307,478	1,914,938
Revenues	<u>16,623,538</u>	<u>12,149,646</u>	<u>6,024,477</u>	<u>34,797,661</u>
Property and equipment, net as of August 31	244,351	220,500	491,691	956,542

Our business in the United States represented 43%, 45% and 46% of our consolidated net revenues during fiscal 2018, 2017 and 2016, respectively. No other country individually comprised 10% or more of our consolidated net revenues during these periods. Business in Ireland, our country of domicile, represented approximately 1% of our consolidated net revenues during each of fiscal 2018, 2017 and 2016.

We conduct business in Ireland and in the following countries that hold 10% or more of our total consolidated Property and equipment, net:

	August 31, 2018	August 31, 2017	August 31, 2016
United States	27%	23%	25%
India	19	25	25
Ireland	7	5	4

Revenues by type of work were as follows:

	Fiscal		
	2018	2017	2016
Consulting	\$ 21,573,983	\$ 18,753,796	\$ 17,867,891
Outsourcing	17,999,467	16,096,386	15,014,832
Net revenues	<u>39,573,450</u>	<u>34,850,182</u>	<u>32,882,723</u>
Reimbursements	2,029,978	1,915,296	1,914,938
Revenues	<u>\$ 41,603,428</u>	<u>\$ 36,765,478</u>	<u>\$ 34,797,661</u>

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

17. QUARTERLY DATA (unaudited)

Fiscal 2018	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Annual
Net revenues	\$ 9,523,222	\$ 9,585,442	\$ 10,314,999	\$ 10,149,787	\$ 39,573,450
Reimbursements	531,271	482,390	523,855	492,462	2,029,978
Revenues	10,054,493	10,067,832	10,838,854	10,642,249	41,603,428
Cost of services before reimbursable expenses	6,470,962	6,737,048	6,995,871	6,926,656	27,130,537
Reimbursable expenses	531,271	482,390	523,855	492,462	2,029,978
Cost of services	7,002,233	7,219,438	7,519,726	7,419,118	29,160,515
Operating income	1,485,880	1,282,764	1,619,726	1,452,671	5,841,041
Net income	1,188,542	919,540	1,058,141	1,048,371	4,214,594
Net income attributable to Accenture plc	1,123,660	863,703	1,043,020	1,029,524	4,059,907
Weighted average Class A ordinary shares:					
—Basic	615,835,525	617,854,667	639,217,344	640,575,241	628,451,742
—Diluted	656,672,417	656,118,796	654,600,026	653,960,751	655,296,150
Earnings per Class A ordinary share:					
—Basic	\$ 1.82	\$ 1.40	\$ 1.63	\$ 1.61	\$ 6.46
—Diluted	1.79	1.37	1.60	1.58	6.34
Ordinary share price per share:					
—High	\$ 148.60	\$ 165.58	\$ 164.30	\$ 169.92	\$ 169.92
—Low	129.10	145.75	146.05	155.30	129.10

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Fiscal 2017	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Annual
Net revenues	\$ 8,515,517	\$ 8,317,671	\$ 8,867,036	\$ 9,149,958	\$ 34,850,182
Reimbursements	490,086	444,511	489,751	490,948	1,915,296
Revenues	9,005,603	8,762,182	9,356,787	9,640,906	36,765,478
Cost of services before reimbursable expenses	5,785,485	5,813,515	5,957,405	6,263,285	23,819,690
Reimbursable expenses	490,086	444,511	489,751	490,948	1,915,296
Cost of services	6,275,571	6,258,026	6,447,156	6,754,233	25,734,986
Operating income	1,331,959	1,138,653	865,435	1,296,562	4,632,609
Net income	1,059,749	887,208	704,801	983,174	3,634,932
Net income attributable to Accenture plc	1,004,476	838,752	669,468	932,453	3,445,149
Weighted average Class A ordinary shares:					
—Basic	621,569,764	621,999,948	619,436,804	617,515,125	620,104,250
—Diluted	663,752,830	661,079,375	658,770,425	658,384,196	660,463,227
Earnings per Class A ordinary share:					
—Basic	\$ 1.62	\$ 1.35	\$ 1.08	\$ 1.51	\$ 5.56
—Diluted	1.58	1.33	1.05	1.48	5.44
Ordinary share price per share:					
—High	\$ 124.96	\$ 125.72	\$ 126.53	\$ 130.92	\$ 130.92
—Low	108.83	112.31	114.82	119.10	108.83

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is entered into as of [] (the "Effective Date") between (a) Accenture Inc., a Delaware corporation and a direct, controlled subsidiary of Accenture plc (the "Indemnitor"), and (b) [] (the "Indemnitee").

RECITALS

WHEREAS, Accenture plc, a public limited company organized under the laws of the Republic of Ireland ("Accenture"), is the ultimate parent company of the Indemnitor and a direct or indirect stockholder of the Indemnitor (as the case may be from time to time);

WHEREAS, the Indemnitor desires to ensure that Accenture benefits from the services of highly competent persons such as the Indemnitee;

WHEREAS, Accenture and the Indemnitor believe that in order to attract and retain highly competent persons such as the Indemnitee to serve as directors and officers, it is appropriate to provide such persons with adequate protection through indemnification and advancement against risks of claims and actions against them arising out of their service to and activities on behalf of Accenture;

WHEREAS, Accenture and the Indemnitor have requested that the Indemnitee serve and continue to serve as a director or officer of Accenture and in any other capacity with respect to Accenture as Accenture may request; and

WHEREAS, Accenture desires to have the Indemnitee serve and continue to serve as a director or officer of Accenture and in any other capacity with respect to Accenture as Accenture may request, and the Indemnitee desires to be indemnified by the Indemnitor and has agreed to serve and continue to serve Accenture in reliance upon the Indemnitor's promise to provide indemnification and other protections to the Indemnitee on the basis hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the Indemnitee's continued service as a director or officer of Accenture, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement:

(a) A "Change in Control" will be deemed to have occurred if, with respect to any particular 24-month period, the individuals who, at the beginning of such 24-month period, constituted the Board of Directors of Accenture (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors; provided, however, that any individual becoming a director subsequent to the beginning of such 24-month period whose election, or nomination for election by the shareholders of Accenture, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors.

(b) "Company" means Accenture and any of its subsidiaries, including the Indemnitor.

(c) “ Disinterested Director ” means a director of Accenture, in Accenture’s capacity as the ultimate parent company and a direct or indirect stockholder of the Indemnitor, who is not or was not a party to the Proceeding in respect of which indemnification is being sought by the Indemnitee from the Indemnitor, and the “ Board of Directors ” means the Board of Directors of Accenture, acting on behalf of Accenture in Accenture’s capacity as the ultimate parent company and a direct or indirect stockholder of the Indemnitor.

(d) “ Enterprise ” means any other corporation, partnership, joint venture, trust, or other enterprise, including an employee benefit plan, but not including Accenture or any subsidiary of Accenture, that the Indemnitee, while a director, officer, employee, agent, or trustee of Accenture, is or was serving at the request of Accenture as a director, officer, employee, agent, or trustee.

(e) “ Expenses ” includes, without limitation, expenses incurred in connection with the defense or settlement of any action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative, or legislative hearing, or any other threatened, pending, or completed proceeding, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative, or other nature, attorneys’ fees, witness fees and expenses, fees and expenses of accountants and other advisors, retainers and disbursements and advances thereon, the premium, security for, and other costs relating to any bond (including cost bonds, appraisal bonds, or their equivalents), and any expenses of establishing a right to indemnification or advancement under Sections 9, 11, 13, and 16 hereof, but shall not include the amount of judgments, fines, ERISA excise taxes, or penalties actually levied against the Indemnitee, or any amounts paid in settlement by or on behalf of the Indemnitee.

(f) “ Independent Counsel ” means a law firm or a member of a law firm that neither is presently nor in the past five years has been retained to represent (i) the Company or the Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a request for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee’s right to indemnification under this Agreement.

(g) “ Proceeding ” means any action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative, or legislative hearing, or any other threatened, pending, or completed proceeding, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative, or other nature, to which the Indemnitee was or is a party or is threatened to be made a party or is otherwise involved in by reason of the fact that the Indemnitee is or was a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee of the Company is or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another Enterprise, or by reason of anything done or not done by the Indemnitee in any such capacity, whether or not the Indemnitee is serving in such capacity at the time any expense, liability, or loss is incurred for which indemnification or advancement can be provided under this Agreement.

2. Service by the Indemnitee. The Indemnitee shall serve and/or continue to serve as a director or officer of Accenture faithfully and to the best of the Indemnitee’s ability so long as the Indemnitee is duly elected or appointed and until such time as the Indemnitee’s successor is elected and qualified or the Indemnitee is removed as permitted by applicable law or resigns. By entering into this Agreement, the Indemnitee is deemed to be serving at the request of Accenture and the Indemnitor, which are deemed to be requesting such service.

3. Indemnification and Advancement of Expenses. The Indemnitor shall indemnify and hold harmless the Indemnitee, and shall pay to the Indemnitee in advance of the final disposition of any Proceeding all Expenses incurred by the Indemnitee in defending any such Proceeding, to the fullest

extent authorized by the Delaware General Corporation Law (the "DGCL"), as the same exists or may hereafter be amended, all on the terms and conditions set forth in this Agreement. Without diminishing the scope of the rights provided by this Section, the rights of the Indemnitee to indemnification and advancement of Expenses provided hereunder shall include but shall not be limited to those rights hereinafter set forth, except that no indemnification or advancement of Expenses shall be paid to the Indemnitee:

(a) to the extent expressly prohibited by applicable law;

(b) for and to the extent that payment is actually made to the Indemnitee under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, provision of the governing documents, or agreement of the Company (and the Indemnitee shall reimburse the Company for any amounts paid by the Company and subsequently so recovered by the Indemnitee); or

(c) in connection with an action, suit, or proceeding, or part thereof voluntarily initiated by the Indemnitee (including claims and counterclaims, whether such counterclaims are asserted by (i) the Indemnitee, or (ii) the Company in an action, suit, or proceeding initiated by the Indemnitee), except a judicial proceeding pursuant to Section 11 to enforce rights under this Agreement, unless the action, suit, or proceeding, or part thereof, was authorized or ratified by Accenture, in its capacity as the ultimate parent company and a direct or indirect stockholder of the Indemnitor, in a decision by the Board of Directors of Accenture, or the Board of Directors otherwise determines that indemnification or advancement of Expenses is appropriate in such instance.

4. Third-Party Actions or Proceedings. Except as limited by Section 3 above, the Indemnitee shall be entitled to the indemnification rights provided in this Section if the Indemnitee was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any Proceeding (other than an action by or in the right of the Company) by reason of the fact that the Indemnitee is or was a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee of the Company is or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another Enterprise, or by reason of anything done or not done by the Indemnitee in any such capacity. Pursuant to this Section, the Indemnitee shall be indemnified against all expense, liability, and loss (including judgments, fines, ERISA excise taxes, penalties, amounts paid in settlement by or on behalf of the Indemnitee, and Expenses) actually and reasonably incurred by the Indemnitee in connection with such Proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful.

5. Proceedings by or in the Right of the Company. Except as limited by Section 3 above, the Indemnitee shall be entitled to the indemnification rights provided in this Section if the Indemnitee was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any Proceeding brought by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Indemnitee is or was a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee of the Company is or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another Enterprise, or by reason of anything done or not done by the Indemnitee in any such capacity. Pursuant to this Section, the Indemnitee shall be indemnified against all Expenses if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, that no such indemnification shall be made in respect of any claim, issue, or matter as to which the DGCL expressly prohibits such indemnification by reason of any adjudication of liability of the Indemnitee to the Company, unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is entitled to indemnification for such expense, liability, and loss as such court shall deem proper.

6. Indemnification for Costs, Charges, and Expenses of Successful Party. Notwithstanding any limitations of Sections 3(c), 4, and 5 above, to the extent that the Indemnitee has been successful, on the merits or otherwise, in whole or in part, in defense of any Proceeding, or in defense of any claim, issue, or matter therein, including, without limitation, the dismissal of any action without prejudice, or if it is ultimately determined, by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal, that the Indemnitee is otherwise entitled to be indemnified against Expenses, the Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee in connection therewith.

7. Partial Indemnification. If the Indemnitee is entitled under any provision of this Agreement to indemnification for some or a portion of the expense, liability, and loss (including judgments, fines, ERISA excise taxes, penalties, amounts paid in settlement by or on behalf of the Indemnitee, and Expenses) actually and reasonably incurred in connection with any Proceeding, or in connection with any judicial proceeding pursuant to Section 11 to enforce rights under this Agreement, but not, however, for all of the total amount thereof, the Indemnitor shall nevertheless indemnify the Indemnitee for the portion of such expense, liability, and loss actually and reasonably incurred to which the Indemnitee is entitled.

8. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the maximum extent permitted by the DGCL, the Indemnitee shall be entitled to indemnification against all Expenses actually and reasonably incurred by the Indemnitee or on the Indemnitee's behalf if the Indemnitee appears as a witness or otherwise incurs legal expenses as a result of or related to the Indemnitee's service as a director, officer, employee, agent, or trustee of the Company, in any threatened, pending, or completed action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative, or legislative hearing, or any other threatened, pending, or completed proceeding, whether of a civil, criminal, administrative, legislative, investigative, or other nature, to which the Indemnitee neither is, nor is threatened to be made, a party.

9. Determination of Entitlement to Indemnification. To receive indemnification under this Agreement, the Indemnitee shall submit a written request to the Company, to the attention of an appropriate individual designated from time to time. Such request shall include documentation or information that is necessary for such determination and is reasonably available to the Indemnitee. Upon receipt by the Company of a written request by the Indemnitee for indemnification, the entitlement of the Indemnitee to indemnification from the Indemnitor pursuant to the terms of this Agreement, to the extent not required pursuant to the terms of Section 6 or Section 8 of this Agreement, shall be determined by Accenture, in its capacity as the ultimate parent company and a direct or indirect stockholder of the Indemnitor, in a decision by the following person or persons who shall be empowered to make such determination (as selected by the Board of Directors, except with respect to Section 9(d) below): (a) the Board of Directors of Accenture by a majority vote of Disinterested Directors, whether or not such majority constitutes a quorum; (b) a committee of Disinterested Directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum; (c) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the Indemnitee; or (d) in the event that a Change in Control has occurred, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the Indemnitee. Such Independent Counsel shall be selected by Accenture, in a decision by the Board of Directors, and approved by the Indemnitee, except that in the event that a Change in Control has occurred, Independent Counsel shall be selected by the Indemnitee. Upon failure of the Board of Directors so to select such Independent Counsel or upon failure of the Indemnitee so to approve (or so to select, in the event a Change in Control has occurred), such Independent Counsel shall be selected upon application to a court of competent jurisdiction. The determination of entitlement to indemnification shall be made and, unless a contrary determination is made, such indemnification shall be paid in full not later than 60 calendar days after receipt by the Company of a written request for indemnification. If it shall be determined that the Indemnitee is entitled to indemnification as to part (but not all) of the application for indemnification, such partial indemnification shall be reasonably prorated among the claims, issues, or matters at issue at the time of the determination.

10. Presumptions and Effect of Certain Proceedings . Upon making a request for indemnification, the Indemnitee shall be presumed to be entitled to indemnification hereunder and the Indemnitor shall have the burden of proof in making any determination contrary to such presumption. If the requested determination with respect to indemnification has not been made within 60 calendar days after receipt by the Company of such request, a requisite determination of entitlement to indemnification shall be deemed to have been made and the Indemnitee shall be absolutely entitled to such indemnification, absent actual fraud in the request for indemnification. The termination of any Proceeding described in Sections 4 or 5 by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself (a) create a presumption that the Indemnitee did not act in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had reasonable cause to believe his or her conduct was unlawful or (b) otherwise adversely affect the rights of the Indemnitee to indemnification except as may be provided herein.

11. Remedies of the Indemnitee in Cases of Determination Not to Indemnify or to Advance Expenses: Right to Bring Suit . In the event that a determination is made that the Indemnitee is not entitled to indemnification hereunder or if payment is not timely made following a determination of entitlement to indemnification pursuant to Sections 9 and 10, or if an advancement of Expenses is not timely made pursuant to Section 16, the Indemnitee may at any time thereafter bring suit seeking an adjudication of entitlement to such indemnification or advancement of Expenses, and any such suit shall be brought in the Court of Chancery of the State of Delaware. The Indemnitor shall not oppose the Indemnitee's right to seek any such adjudication. In any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an advancement of Expenses), it shall be a defense that the Indemnitee has not met any applicable standard of conduct for indemnification set forth in the DGCL, including the standard described in Section 4 or 5, as applicable. Further, in any suit brought by the Indemnitor to recover an advancement of Expenses pursuant to the terms of an undertaking, the Indemnitor shall be entitled to recover such Expenses upon a final judicial decision of a court of competent jurisdiction from which there is no further right to appeal that the Indemnitee has not met the standard of conduct described above. Neither the failure of the Indemnitor to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the standard of conduct described above, nor an actual determination by the Indemnitor that the Indemnitee has not met the standard of conduct described above shall create a presumption that the Indemnitee has not met the standard of conduct described above, or, in the case of such a suit brought by the Indemnitee, be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of Expenses hereunder, or brought by the Indemnitor to recover an advancement of Expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Section 11 or otherwise shall be on the Indemnitor. If a determination is made or deemed to have been made pursuant to the terms of Section 9 or 10 that the Indemnitee is entitled to indemnification, the Indemnitor shall be bound by such determination and are precluded from asserting that such determination has not been made or that the procedure by which such determination was made is not valid, binding, and enforceable. The Indemnitor further agrees to stipulate in any court pursuant to this Section 11 that it is bound by all the provisions of this Agreement and is precluded from making any assertions to the contrary. If the court shall determine that the Indemnitee is entitled to any indemnification or advancement of Expenses hereunder, the Indemnitor shall pay all Expenses actually and reasonably incurred by the Indemnitee in connection with such adjudication (including, but not limited to, any appellate proceedings) to the fullest extent permitted by law, and in any suit brought by the Indemnitor to recover an advancement of Expenses pursuant to the terms of an undertaking, the Indemnitor shall pay all Expenses actually and reasonably incurred by the Indemnitee in connection with such suit to the extent the Indemnitee has been successful, on the merits or otherwise, in whole or in part, in defense of such suit, to the fullest extent permitted by law.

12. Non-Exclusivity of Rights . The rights to indemnification and to the advancement of Expenses provided by this Agreement shall not be deemed exclusive of any other right that the

Indemnitee may now or hereafter acquire under any applicable law, agreement, vote of stockholders or Disinterested Directors, provisions of any governing documents (including those of the Company and the Indemnitor), or otherwise.

13. Expenses to Enforce Agreement. In the event that the Indemnitee is subject to or intervenes in any action, suit, or proceeding in which the validity or enforceability of this Agreement is at issue or seeks an adjudication to enforce the Indemnitee's rights under, or to recover damages for breach of, this Agreement, the Indemnitee, if the Indemnitee prevails in whole or in part in such action, suit, or proceeding, shall be entitled to recover from the Indemnitor and shall be indemnified by the Indemnitor against any Expenses actually and reasonably incurred by the Indemnitee in connection therewith.

14. Continuation of Indemnity. All agreements and obligations of the Indemnitor contained herein shall continue during the period the Indemnitee is a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee is serving at the request of the Company as a director, officer, employee, agent, or trustee of another Enterprise, and shall continue thereafter with respect to any possible claims based on the fact that the Indemnitee was a director, officer, employee, agent, or trustee of the Company or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another Enterprise. This Agreement shall be binding upon all successors and assigns of the Indemnitor (including any transferee of all or substantially all of its assets and any successor by merger or operation of law) and shall inure to the benefit of the Indemnitee's heirs, executors, and administrators.

15. Notification and Defense of Proceeding. Promptly after receipt by the Indemnitee of notice of any Proceeding, the Indemnitee shall, if a request for indemnification or an advancement of Expenses in respect thereof is to be made under this Agreement, notify the Company in writing of the commencement thereof (with such notice directed to the attention of an appropriate individual designated from time to time); but the omission so to notify the Company shall not relieve the Indemnitor from any liability that it may have to the Indemnitee. Notwithstanding any other provision of this Agreement, with respect to any such Proceeding of which the Indemnitee notifies the Company:

(a) The Company shall be entitled to participate therein at its own expense;

(b) Except as otherwise provided in this Section 15(b), to the extent that it may wish, the Company, jointly with any other indemnifying party similarly notified, shall be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election so to assume the defense thereof, the Indemnitor shall not be liable to the Indemnitee under this Agreement for any expenses of counsel subsequently incurred by the Indemnitee in connection with the defense thereof except as otherwise provided below. The Indemnitee shall have the right to employ the Indemnitee's own counsel in such Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (i) the employment of counsel by the Indemnitee has been authorized by the Company, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of such Proceeding, or (iii) the Company shall not within 60 calendar days of receipt of notice from the Indemnitee in fact have employed counsel to assume the defense of the Proceeding, in each of which cases the fees and expenses of the Indemnitee's counsel shall be at the expense of the Indemnitor. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnitee shall have made the conclusion provided for in (ii) above; and

(c) Notwithstanding any other provision of this Agreement, the Indemnitee shall not be entitled to indemnification under this Agreement for any amounts paid in settlement of any Proceeding effected without the Company's written consent, or for any judicial or other award, if the Company was not given an opportunity, in accordance with this Section 15, to participate in the defense of such Proceeding. The Company shall not settle any Proceeding in any manner that would impose any penalty or limitation

on or disclosure obligation with respect to the Indemnitee, or that would directly or indirectly constitute or impose any admission or acknowledgment of fault or culpability with respect to the Indemnitee, without the Indemnitee's written consent. Neither the Company, nor the Indemnitee, shall unreasonably withhold consent to any proposed settlement.

16. Advancement of Expenses. All Expenses incurred by the Indemnitee in defending any Proceeding described in Section 4 or 5 shall be paid by the Indemnitor in advance of the final disposition of such Proceeding at the request of the Indemnitee. The Indemnitee's right to advancement shall not be subject to the satisfaction of any standard of conduct and advances shall be made without regard to the Indemnitee's ultimate entitlement to indemnification under the provisions of this Agreement or otherwise. To receive an advancement of Expenses under this Agreement, the Indemnitee shall submit a written request to the Company, to the attention of an appropriate individual designated from time to time. Such request shall reasonably evidence the Expenses incurred by the Indemnitee. The Indemnitee hereby undertakes to repay all amounts so advanced (without interest) if it shall ultimately be determined, by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal, that the Indemnitee is not entitled to be indemnified for such Expenses as provided by this Agreement or otherwise. The Indemnitee's undertaking to repay any such amounts is not required to be secured, and no other form of undertaking shall be required of the Indemnitee other than the execution of this Agreement. Each such advancement of Expenses shall be made within 20 calendar days after the receipt by the Company of such written request. The Indemnitee's entitlement to Expenses under this Agreement shall include those incurred in connection with any action, suit, or proceeding by the Indemnitee seeking an adjudication pursuant to Section 11 of this Agreement (including the enforcement of this provision) to the extent the court shall determine that the Indemnitee is entitled to an advancement of Expenses hereunder.

17. Severability; Prior Indemnification Agreements. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law (a) the validity, legality, and enforceability of such provision in any other circumstance and of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal, or unenforceable, that are not by themselves invalid, illegal, or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal, or unenforceable, that are not themselves invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent of the parties that the Indemnitee shall receive protection to the fullest extent set forth in this Agreement. This Agreement shall supersede and replace any prior indemnification agreements entered into by and between the Company and the Indemnitee and any such prior agreements shall be terminated upon execution of this Agreement.

18. Headings; References; Pronouns. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof. References herein to section numbers are to sections of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the singular or plural as appropriate.

19. Other Provisions.

(a) This Agreement, and all disputes or controversies arising out of or related to this Agreement, shall be governed by, and construed in accordance with, the internal laws of the State of Delaware (including the DGCL), without regard to the laws of any other jurisdiction that might be applied because of conflicts of laws principles of the State of Delaware or any other state or jurisdiction. If a court of competent jurisdiction shall make a final determination that the provisions of the law of any jurisdiction other than the State of Delaware govern indemnification by the Indemnitor of the Indemnitee, then this

Agreement shall in all instances be enforceable to the fullest extent permitted under such law, notwithstanding any provision of this Agreement to the contrary.

(b) The Indemnitor and the Indemnitee hereby irrevocably and unconditionally: (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought in the Chancery Court of the State of Delaware (the "Chancery Court") or, if the Chancery Court does not have jurisdiction, another state court or federal court located within the State of Delaware; (ii) consent to submit to the exclusive jurisdiction of the state and federal courts of the State of Delaware for purposes of any action or proceeding arising out of or in connection with this Agreement; (iii) agree, to the extent the Indemnitor or the Indemnitee are not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as its agent in the State of Delaware for acceptance of legal process with respect to matters involving this Agreement, and that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the U.S. Postal Service constituting evidence of valid service, and that service by either of the foregoing means shall have the same legal force and validity as if served upon such party personally within the State of Delaware; (iv) waive any objection to the laying of venue of any action or proceeding arising out of or in connection with this Agreement in the courts of the State of Delaware, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the courts of the State of Delaware has been brought in an improper or inconvenient forum.

(c) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

(d) This Agreement shall not be deemed an employment contract with any Indemnitee who is an officer of Accenture, and, if the Indemnitee is an officer of Accenture, the Indemnitee specifically acknowledges that the Indemnitee may be discharged at any time for any reason, with or without cause, and with or without severance compensation, except as may be otherwise provided in a separate written contract between the Indemnitee and Accenture.

(e) In the event of payment under this Agreement, the Indemnitor shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee (excluding insurance obtained on the Indemnitee's own behalf), and the Indemnitee shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Indemnitor effectively to bring suit to enforce such rights.

(f) This Agreement may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, shall preclude any other or further exercise thereof or the exercise of any other right or power.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Indemnitor and the Indemnitee have caused this Agreement to be executed as of the date first written above.

ACCENTURE INC.

By: _____
Name:
Title:

Name:
Indemnitee

SIGNATURE PAGE TO INDEMNIFICATION AGREEMENT

Subsidiaries of the Registrant

Certain subsidiaries of the registrant and their subsidiaries are listed below. Pursuant to Item 601(b)(21) of Regulation S-K, the names of particular subsidiaries have, in certain instances, been omitted because, considered in the aggregate as a single subsidiary, they would not constitute, as of the end of the year covered by this report, a "significant subsidiary" as that term is defined in Rule 1-02(w) of Regulation S-X under the Securities Exchange Act of 1934.

<u>Name</u>	<u>Country of Organization</u>
Sistemas Consulting S.L.	Andorra
Accenture SRL	Argentina
Accenture Service Center SRL	Argentina
Accenture Australia Pty Ltd	Australia
2nd Road Pty Ltd.	Australia
Accenture Australia Holdings Pty Ltd	Australia
Accenture Cloud Solutions Australia Pty Ltd	Australia
Accenture Cloud Solutions Pty Ltd	Australia
Accenture Solutions Pty Ltd	Australia
Avanade Australia Pty Ltd	Australia
DayNine Consulting (Australia) PTY LTD	Australia
Interactive Broadband Consulting Group Australia Pty Ltd	Australia
Loud & Clear Creative Pty Ltd	Australia
Maud Corp Pty Limited	Australia
The Monkeys Pty Limited	Australia
Octo Technology Pty Ltd	Australia
Redcore Group Holdings Pty Ltd	Australia
Redcore Pty Ltd	Australia
Simian Pty Limited	Australia
Troop Studios Pty Ltd	Australia
Accenture GmbH	Austria
Accenture Technology Solutions GmbH	Austria
Avanade Österreich GmbH	Austria
Accenture Communications Infrastructure Solutions Ltd	Bangladesh
Accenture BPM S.C.R.L.	Belgium
Accenture NV/SA	Belgium
Accenture Technology Ventures S.P.R.L.	Belgium
Avanade Belgium SPRL	Belgium
Octo Technology SPRL	Belgium
Accenture Tecnologia, Consultoria e Outsourcing S.A.	Bolivia
Accenture (Botswana) (Proprietary) Limited	Botswana
Accenture do Brasil Limitada	Brazil
Accenture Servicos de Suporte de Negocios Ltda	Brazil
Accenture Servicos Administrativos Ltda	Brazil
AD Dialeto Agencia de Publicidade SA	Brazil
Avanade do Brasil Limitada	Brazil
BPO Servicos Administrativos Ltda	Brazil
Concrete Desenvolvimento de Sistemas Ltda.	Brazil
Concrete Solutions Ltda.	Brazil

<u>Name</u>	<u>Country of Organization</u>
Gapso Serviços de Informática Ltda.	Brazil
Vivere Brasil Serviços e Soluções SA	Brazil
Accenture Bulgaria EOOD	Bulgaria
Accenture Business Services for Utilities Inc	Canada
Accenture Business Services of British Columbia Limited Partnership	Canada
Accenture Canada Holdings Inc.	Canada
Accenture Inc	Canada
Accenture Nova Scotia Unlimited Liability Co.	Canada
Avanade Canada Inc.	Canada
Gestion Altima Canada Inc.	Canada
Kurt Salmon Canada LTD	Canada
NBS Marketing Inc.	Canada
PCO Innovation Canada Inc.	Canada
Accenture Chile Asesorias y Servicios Ltda	Chile
Neo Metrics Chile, S.A.	Chile
Accenture (Beijing) Mobile Technology Co Ltd	China
Accenture (China) Co Ltd	China
Accenture Enterprise Development (Shanghai) Co Ltd.	China
Accenture Technology Solutions (Dalian) Co Ltd	China
Aorui Advertising (Shanghai) Co., Ltd.	China
Avanade (Guangzhou) Computer Technology Development Co., Ltd.	China
Chengdu Mensa Advertising Co., Ltd.	China
designaffairs Business Consulting (Shanghai) Co. Ltd.	China
Inventor Advertisement (Beijing) Co., Ltd.	China
Mackevision CG Technology and Service (Shanghai) Co. Ltd.	China
Nanjing Demeng Advertising Co., Ltd.	China
NewsPage China Ltd.	China
Qi Jie Beijing Information Technologies Co Ltd	China
Shanghai Baiyue Advertising Co., Ltd.	China
Shun Zhe Technology Development Co. Ltd.	China
Vertical Retail Consulting (Shanghai) Ltd.	China
Xiamen Zang Tong Information Technology Co Ltd	China
Accenture Ltda	Colombia
Accenture S.R.L.	Costa Rica
Accenture Services SRL	Costa Rica
Search Technologies LATAM, S.A.	Costa Rica
Accenture Business and Technology Services LLC	Croatia
Accenture Services s.r.o.	Czech Republic
INCAD, spol. s.r.o.	Czech Republic
SinnerSchrader Praha s.r.o.	Czech Republic
Accenture A/S	Denmark
Avanade Denmark A/S	Denmark
Accenture Ecuador S.A.	Ecuador
Accenture Egypt LLC	Egypt
Accenture Oy	Finland
Accenture Technology Solutions Oy	Finland

<u>Name</u>	<u>Country of Organization</u>
Accenture Services Oy	Finland
Avanade Finland Oy	Finland
PJP-Pankkijärjestelmäpalvelut Oy	Finland
Accenture Holdings France SAS	France
Accenture Insurance Services SAS	France
Accenture Post Trade Processing SAS	France
Accenture SAS	France
Accenture Technology Solutions SAS	France
Altima SAS	France
Appaloosa Technology SAS	France
Avanade France SAS	France
Digiplug SAS	France
Octo Technology SA	France
Pach Invest SAS	France
Accenture CAS GmbH	Germany
Accenture Cloud Services GmbH	Germany
Accenture Dienstleistungen GmbH	Germany
Accenture Digital Holdings GmbH	Germany
Accenture GmbH	Germany
Accenture Holding GmbH & Co. KG	Germany
Accenture Management GmbH	Germany
Accenture Services für Kreditinstitute GmbH	Germany
Accenture Services GmbH	Germany
Accenture Technology Solutions GmbH	Germany
Avanade Deutschland GmbH	Germany
designaffairs GmbH	Germany
GoodFilm GmbH Filmproduktion Stuttgart	Germany
Mackevision Medien Design GmbH Hamburg	Germany
Mackevision Medien Design GmbH München	Germany
Mackevision Medien Design GmbH Stuttgart	Germany
SinnerSchrader AG	Germany
SinnerSchrader Commerce GmbH	Germany
SinnerSchrader Content GmbH	Germany
SinnerSchrader Deutschland GmbH	Germany
SinnerSchrader Swipe GmbH	Germany
Accenture Ghana Limited	Ghana
Accenture Minority III Ltd	Gibraltar
Accenture plc	Gibraltar
Accenture S.A.	Greece
Accenture BPM Operations Support Services S.A.	Greece
Accenture Company Ltd	Hong Kong
Accenture Technology Solutions (HK) Co. Ltd.	Hong Kong
Altima Asia Ltd.	Hong Kong
Avanade Hong Kong Ltd	Hong Kong
AvantBiz Consulting Limited	Hong Kong
designaffairs group China Co. Ltd.	Hong Kong
DMA Solutions Limited	Hong Kong

<u>Name</u>	<u>Country of Organization</u>
Inventor Technology Limited	Hong Kong
LemonXL Limited	Hong Kong
Most Champion Ltd	Hong Kong
PacificLink iMedia Ltd.	Hong Kong
Pixo Punch Limited	Hong Kong
Seabury Aviation & Aerospace Asia (Hong Kong) Limited	Hong Kong
Vertical Retail Consulting Hong Kong, Ltd.	Hong Kong
Vertical Retail Consulting Ltd.	Hong Kong
Accenture Hungary Holdings Kft	Hungary
Accenture Industrial Software Solutions Kft	Hungary
Accenture Tanacsado Kolatolt Felelossegu Tarsasag	Hungary
Accenture Solutions Private Limited	India
Energy Quote Private Ltd.	India
Innoveer Solutions India Pvt Ltd	India
Kogentix Technologies Private Limited	India
Redcore (India) Private Limited (India)	India
Sanchez Capital Services Pvt Ltd	India
SolutionsIQ India Consulting Services Private Limited	India
Perseroan Terbatas. Accenture	Indonesia
PT Kogentix Teknologi Indonesia	Indonesia
Accenture Capital DAC	Ireland
Accenture Defined Benefit Pension Plan Trustees Ltd	Ireland
Accenture Defined Contribution Pension Plan Trustees Ltd	Ireland
Accenture Finance Limited	Ireland
Accenture Finance II Ltd	Ireland
Accenture Global Holdings Ltd.	Ireland
Accenture Global Services Ltd	Ireland
Accenture Global Solutions Ltd	Ireland
Accenture International Limited	Ireland
Accenture Limited	Ireland
Agave Consultants Limited	Ireland
Avanade Ireland Limited	Ireland
Exactside Limited	Ireland
Rothco Holdings Designated Activity Company	Ireland
Rothco Unlimited Company	Ireland
S3 TV Technology Limited	Ireland
Tadata Creative Unlimited Company	Ireland
Tara Insurance DAC	Ireland
Accenture Ltd	Israel
Maglan Information Defense Technologies Research Ltd.	Israel
Accenture SpA	Italy
Accenture Back Office and Administration Services S.p.A.	Italy
Accenture Finance and Accounting BPO Services S.p.A.	Italy
Accenture HR Services S.p.A.	Italy
Accenture Managed Services SpA	Italy
Accenture Technology Solutions SRL	Italy
Accenture Outsourcing SRL	Italy

<u>Name</u>	<u>Country of Organization</u>
Avanade Italy SRL	Italy
Fondazione Italiana Accenture	Italy
I-Faber S.p.A.	Italy
Accenture Japan Ltd	Japan
Avanade KK	Japan
DayNine Consulting Japan K.K.	Japan
IMJ Corporation	Japan
Mackevision Japan Co., Ltd.	Japan
Renacentis IT Services, Co. Ltd	Japan
Accenture East Africa Limited	Kenya
Accenture Sàrl	Luxembourg
Accenture International Capital SCA	Luxembourg
Accenture Sendirian Berhad	Malaysia
Accenture Technology Solutions Sdn. Bhd.	Malaysia
Accenture Solutions Sdn Bhd	Malaysia
Aspiro Solutions (Malaysia) Sdn Bhd	Malaysia
Avanade Malaysia Sdn Bhd	Malaysia
Hytracc Consulting Malaysia Sdn. Bhd.	Malaysia
NewsPage (Malaysia) Sdn Bhd	Malaysia
Seabury Malaysia Sdn. Bhd.	Malaysia
Accenture Services (Mauritius) Ltd	Mauritius
Accenture Process Ltd	Mauritius
Accenture S.C.	Mexico
Accenture Technology Solutions S.A. de C.V.	Mexico
Operaciones Accenture S.A. de C.V.	Mexico
Servicios Técnicos de Programación Accenture S.C.	Mexico
Accenture Services Morocco SA	Morocco
Accenture Maghreb S.a.r.l.	Morocco
Octo Technology SA	Morocco
Accenture Mozambique Limitada	Mozambique
ACN Consulting Co Ltd	Myanmar
Accenture Australia Holding B.V.	Netherlands
Accenture Branch Holdings B.V.	Netherlands
Accenture BV	Netherlands
Accenture Central Europe B.V.	Netherlands
Accenture Holdings B.V.	Netherlands
Accenture International BV	Netherlands
Accenture Korea BV	Netherlands
Accenture Middle East B.V	Netherlands
Accenture Minority I BV	Netherlands
Accenture Participations BV	Netherlands
Accenture Technology Ventures BV	Netherlands
Avanade Netherlands BV	Netherlands
Accenture NZ Limited	New Zealand
Cloud Sherpas New Zealand Ltd.	New Zealand
DayNine Consulting (New Zealand) Limited	New Zealand
Redcore (New Zealand) Limited	New Zealand

<u>Name</u>	<u>Country of Organization</u>
Accenture Ltd	Nigeria
Accenture AS	Norway
Avanade Norway AS	Norway
Accenture Services AS	Norway
Hytracc Consulting AS	Norway
Accenture Panama Inc	Panama
Accenture Peru S.R.L	Peru
Accenture Technology Solutions Srl	Peru
Accenture Inc	Philippines
Accenture Healthcare Processing Inc.	Philippines
Cloudsherpas, Inc.	Philippines
Search Technologies BPO, Inc.	Philippines
Zenta Global Philippines, Inc.	Philippines
Accenture Sp. z o.o.	Poland
Accenture Delivery Poland sp. z o.o.	Poland
Accenture Operations Sp. z o.o.	Poland
Accenture Services Sp. z o.o.	Poland
Avanade Poland Sp. z o.o.	Poland
Accenture 2 Business Process Services S.A.	Portugal
Accenture Consultores de Gestao S.A.	Portugal
Accenture Technology Solutions - Soluções Informáticas Integradas, S.A.	Portugal
Accenture Puerto Rico LLC	Puerto Rico
Accenture Services S.r.l.	Romania
Accenture Industrial Software Solutions SA	Romania
Accenture Managed Services SRL	Romania
Accenture OOO	Russia
Accenture Saudi Arabia Limited	Saudi Arabia
Accenture Pte Ltd	Singapore
Accenture SG Services Pte Ltd	Singapore
Accenture Solutions Pte Ltd	Singapore
Avanade Asia Pte Ltd	Singapore
Brand Learning Pte Limited	Singapore
Cloud Sherpas (SN) (PTE.) Limited	Singapore
Kogentix Singapore Pte. Ltd	Singapore
Mackevision Singapore Pte. Ltd.	Singapore
NewsPage Pte Ltd	Singapore
Redcore (Asia) Pte Ltd	Singapore
Accenture s.r.o.	Slovak Republic
Accenture Services s.r.o.	Slovak Republic
Accenture Technology Solutions Slovakia s.r.o.	Slovak Republic
Accenture (South Africa) (Proprietary) Limited	South Africa
Accenture Services Pty Ltd	South Africa
Accenture Technology Solutions Pty Ltd	South Africa
Accenture Africa Pty Ltd	South Africa
Accenture Technology Infrastructure Services Pty Ltd	South Africa
Avanade South Africa Pty Ltd	South Africa

<u>Name</u>	<u>Country of Organization</u>
Mackevision Korea Ltd	South Korea
Accenture Holdings (Iberia) S.L.	Spain
Accenture Outsourcing Services, S.A.	Spain
Accenture S.L.	Spain
Avanade Spain SL	Spain
CustomerWorks Europe SL	Spain
Energua Web, S.A.	Spain
Informatica de Euskadi S.L	Spain
ITBS Servicios Bancarios de Tecnología de la Información SL	Spain
Tecnologica Ecosistemas, S.A.	Spain
Accenture Lanka (Private) Ltd	Sri Lanka
Accenture AB	Sweden
Accenture Services AB	Sweden
Avanade Sweden AB	Sweden
Accenture AG	Switzerland
Accenture Holding GmbH	Switzerland
Accenture Finance GmbH	Switzerland
Accenture Finance II GmbH	Switzerland
Avanade Schweiz GmbH	Switzerland
Accenture Services AG	Switzerland
Octo Technology SA	Switzerland
Accenture Co Ltd	Taiwan
Accenture Consulting Services Ltd Tanzania	Tanzania
Accenture Co Ltd.	Thailand
Accenture Solutions Co Ltd	Thailand
Accenture Technology Solutions (Thailand) Co., Ltd	Thailand
IT One Company Limited	Thailand
AGS Business and Technology Services Limited	Trinidad and Tobago
Accenture Danismanlik Limited Sirketi	Turkey
Accenture Industrial Software Limited Liability Company (Accenture Endüstriyel Yazılım Çözümleri Limited Şirketi)	Turkey
Accenture Azerbaijan Ltd	United Kingdom
Accenture Cloud Solutions Ltd	United Kingdom
Accenture Cloud Software Solutions Ltd	United Kingdom
Accenture HR Services Ltd	United Kingdom
Accenture (UK) Ltd	United Kingdom
Accenture Post-Trade Processing Limited	United Kingdom
Accenture Systems Integration Limited	United Kingdom
Acquity Customer Insight Limited	United Kingdom
Allen International Consulting Group Ltd	United Kingdom
Avanade UK Ltd	United Kingdom
Avanade Europe Holdings Ltd	United Kingdom
Avanade Europe Services Ltd	United Kingdom
Brand Learning Group Limited	United Kingdom
The Brand Learning Partners Limited	United Kingdom
Certus Solutions Consulting Services Ltd	United Kingdom
Cloud Talent Limited	United Kingdom

<u>Name</u>	<u>Country of Organization</u>
Cutting Edge Solutions Ltd	United Kingdom
DayNine Consulting, Ltd.	United Kingdom
Energy Management Brokers Ltd.	United Kingdom
EnergyQuote Trading Ltd.	United Kingdom
EnergyQuote JHA Ltd.	United Kingdom
Focus Group Europe Limited	United Kingdom
Formicary Holdings Limited	United Kingdom
Formicary Limited	United Kingdom
GenFour Limited	United Kingdom
Imagine Broadband (USA) Ltd	United Kingdom
Infusion Development UK Limited	United Kingdom
K Comms Group Limited	United Kingdom
Karma Communications Holdings Limited	United Kingdom
Kaper Communications Limited	United Kingdom
Karma Communications Debtco Limited	United Kingdom
Karma Communications Group Limited	United Kingdom
Karmarama Comms Limited	United Kingdom
Karmarama Limited	United Kingdom
Kogentix Ltd	United Kingdom
Kream Comms Limited	United Kingdom
Kurt Salmon UKI, Ltd.	United Kingdom
Logistics Market Place Limited (UK)	United Kingdom
Mackevision UK Ltd	United Kingdom
Nice Agency Limited	United Kingdom
New Energy Associates Ltd	United Kingdom
Seabury Aviation & Aerospace (UK) Limited	United Kingdom
Search Technologies Limited	United Kingdom
Accenture 2 LLC	United States
Accenture Capital Inc	United States
Accenture Cloud Solutions LLC	United States
Accenture Credit Services LLC	United States
Accenture Federal Services LLC	United States
Accenture Flex LLC	United States
Accenture Inc	United States
Accenture Insurance Services LLC	United States
Accenture International LLC	United States
Accenture LLC	United States
Accenture LLP	United States
Accenture Sub Inc	United States
Accenture State Healthcare Services LLC	United States
Altitude LLC	United States
ASM Research LLC	United States
Avanade Federal Services LLC	United States
Avanade Holdings LLC	United States
Avanade Inc	United States
Avanade International Corporation	United States
BABCN LLC	United States

<u>Name</u>	<u>Country of Organization</u>
Brand Learning LLC	United States
Capital Consultancy Services, Inc.	United States
Clearhead Group, LLC	United States
Cloud Sherpas (GA) LLC	United States
Computer Research and Telecommunications LLC	United States
Davies Consulting, LLC	United States
DayNine Consulting LLC	United States
Declarative Holdings, LLC	United States
Defense Point Security, LLC	United States
Designaffairs, LLC	United States
Digital Consulting & Software Services LLC	United States
Duck Creek Technologies LLC	United States
First Annapolis Consulting, LLC	United States
First Annapolis International, LLC	United States
Imagine Broadband USA LLC	United States
InfusionDev LLC	United States
Interactive Broadband Consulting Group, LLC	United States
Investtech Systems Consulting LLC	United States
Kogentix LLC	United States
Kurt Salmon US LLC	United States
Mackevision Corporation	United States
MCG US Holdings LLC	United States
Meredith Specialty LLC	United States
Meredith Xcelerated Marketing Corporation	United States
Mindtribe Product Engineering LLC	United States
Mortgage Cadence LLC	United States
Pillar Technology Group LLC	United States
Procurian International I LLC	United States
Procurian International II LLC	United States
Procurian LLC	United States
Procurian USA LLC	United States
Proquire LLC	United States
Radiant Services, LLC	United States
Seabury Airline Planning Group, LLC	United States
Seabury Aviation Consulting LLC	United States
Seabury Corporate Advisors LLC	United States
Seabury Human Capital LLC	United States
Seabury Structured Finance LLC	United States
Search Technologies International LLC	United States
Search Technologies LLC	United States
Solutions IQ, LLC	United States
Wire Stone, LLC	United States
Zenta Mortgage Services LLC	United States
Zenta Recoveries Inc	United States
Zenta US Holdings Inc.	United States
Accenture Uruguay SRL	Uruguay
Accenture C.A	Venezuela

Name

Accenture Vietnam Co., LTD
Accenture Zambia Limited

Country of Organization

Vietnam
Zambia

Consent of Independent Registered Public Accounting Firm

The Board of Directors

Accenture plc:

We consent to the incorporation by reference in the registration statements (No. 333-222927, No. 333-210973, No. 333-188134, No. 333-164737 and No. 333-65376-99) on Form S-8 of Accenture plc of our report dated October 24, 2018, with respect to the consolidated balance sheets of Accenture plc as of August 31, 2018 and 2017, and the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended August 31, 2018, and the related notes (collectively, the "consolidated financial statements"), and the effectiveness of internal control over financial reporting as of August 31, 2018, which report appears in the August 31, 2018 annual report on Form 10-K of Accenture plc.

/s/ KPMG LLP
Chicago, Illinois
October 24, 2018

Consent of Independent Registered Public Accounting Firm

The Board of Directors

Accenture plc:

We consent to the incorporation by reference in the registration statements (No. 333-222927, No. 333-210973, No. 333-188134, No. 333-164737 and No. 333-65376-99) on Form S-8 of Accenture plc of our report dated October 24, 2018, with respect to the statements of financial condition and the Amended and Restated Accenture plc 2010 Employee Share Purchase Plan as of August 31, 2018 and 2017, and the related statements of operations and changes in plan equity for each of the years in the three-year period ended August 31, 2018, and the related notes, which report appears in an Exhibit to the August 31, 2018 annual report on Form 10-K of Accenture plc.

/s/ KPMG LLP
Chicago, Illinois
October 24, 2018

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, Pierre Nanterme, certify that:

1. I have reviewed this Annual Report on Form 10-K of Accenture plc for the fiscal year ended August 31, 2018, as filed with the Securities and Exchange Commission on the date hereof;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 24, 2018

/s/ P IERRE N ANTERME

Pierre Nanterme

Chief Executive Officer of Accenture plc
(principal executive officer)

CHIEF FINANCIAL OFFICER CERTIFICATION

I, David P. Rowland, certify that:

1. I have reviewed this Annual Report on Form 10-K of Accenture plc for the fiscal year ended August 31, 2018, as filed with the Securities and Exchange Commission on the date hereof;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 24, 2018

/s/ DAVID P. ROWLAND

David P. Rowland

Chief Financial Officer of Accenture plc
(principal financial officer)

**Certification of the Chief Executive Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Accenture plc (the "Company") on Form 10-K for the fiscal year ended August 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Pierre Nanterme, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 24, 2018

/s/ P IERRE N ANTERME

Pierre Nanterme

*Chief Executive Officer of Accenture plc
(principal executive officer)*

**Certification of the Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Accenture plc (the "Company") on Form 10-K for the fiscal year ended August 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David P. Rowland, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 24, 2018

/s/ DAVID P. ROWLAND

David P. Rowland
Chief Financial Officer of Accenture plc
(principal financial officer)

Report of Independent Registered Public Accounting Firm

To the Participants of the Amended and Restated Accenture plc 2010 Employee Share Purchase Plan and the Compensation Committee of the Board of Directors of Accenture plc:

Opinion on the Financial Statements

We have audited the accompanying statements of financial condition of the Amended and Restated Accenture plc 2010 Employee Share Purchase Plan (the Plan) as of August 31, 2018 and 2017, the related statements of operations and changes in plan equity for each of the years in the three-year period ended August 31, 2018, and the related notes (collectively, the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Plan as of August 31, 2018 and 2017, and the results of its operations and changes in plan equity for each of the years in the three-year period ended August 31, 2018, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Plan's management. Our responsibility is to express an opinion on these financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Plan in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

We have served as the Company's auditor since 2010.

/s/ KPMG LLP

Chicago, Illinois
October 24, 2018

AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN

STATEMENTS OF FINANCIAL CONDITION

August 31, 2018 and 2017

	2018	2017
Contributions receivable	\$ 155,814,779	\$ 141,341,228
Plan equity	\$ 155,814,779	\$ 141,341,228

The accompanying Notes are an integral part of these financial statements.

AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN

**STATEMENTS OF OPERATIONS AND CHANGES IN PLAN EQUITY
For the Years Ended August 31, 2018, 2017 and 2016**

	2018	2017	2016
Participant contributions	\$ 783,971,866	\$ 702,878,318	\$ 621,860,588
Participant withdrawals	(22,245,475)	(17,989,910)	(17,960,725)
Purchases of Accenture plc Class A ordinary shares	(747,252,840)	(670,194,652)	(585,013,794)
Net additions	\$ 14,473,551	\$ 14,693,756	\$ 18,886,069
Plan equity at beginning of year	141,341,228	126,647,472	107,761,403
Plan equity at end of year	\$ 155,814,779	\$ 141,341,228	\$ 126,647,472

The accompanying Notes are an integral part of these financial statements.

**AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN
NOTES TO THE FINANCIAL STATEMENTS**

1. PLAN DESCRIPTION

The following description of the Amended and Restated Accenture plc 2010 Employee Share Purchase Plan (the "Plan") is provided for general information purposes. Participants in the Plan should refer to the Plan document for more detailed and complete information. Under the Plan, there are two programs through which participants may purchase shares: (1) the Employee Share Purchase Plan (the "ESPP") and (2) the Voluntary Equity Investment Program (the "VEIP").

General

Under the Plan, which was approved by the shareholders of Accenture plc (the "Company") at their February 4, 2010 meeting, and approved by the Board of Directors (the "Board") on December 10, 2009, the Company was authorized to issue or transfer up to 45,000,000 Class A ordinary shares ("Shares") of the Company. The Plan is administered by the Compensation Committee of the Board (the "Committee"), which may delegate its duties and powers in whole or in part as it determines, provided, however, that the Board may, in its sole discretion, take any action designated to the Committee under the Plan as it may deem necessary. The Company pays all expenses of the Plan. The Shares may consist, in whole or in part, of unissued Shares or previously issued Shares that have been reacquired.

At its October 30, 2015 meeting, the Board delegated to the Committee the authority to approve the issuance of an additional 45,000,000 Shares of the Company under the Plan. At its December 4, 2015 meeting, the Committee approved the issuance of an additional 45,000,000 Shares under the Plan, subject to shareholder approval. The Plan was approved by the shareholders of the Company at the February 3, 2016 annual general meeting.

The Plan provides eligible employees of the Company or of a participating subsidiary with an opportunity to purchase Shares at a purchase price established by the Committee, which shall in no event be less than 85% of the fair market value of a Share on the purchase date.

The fair market value on a given date is defined as the arithmetic mean of the high and low prices of the Shares as reported on such date on the composite tape of the principal national securities exchange on which the Shares are listed or admitted to trading, or, if no sale of Shares shall have been reported on the composite tape of any national securities exchange on such date, then the immediately preceding date on which sales of the Shares have been so reported or quoted shall be used.

In general, any individual who is an employee of the Company or of a participating subsidiary is eligible to participate in the Plan, except that the Committee may exclude employees (either individually or by reference to a subset thereof) from participation (1) whose customary employment is less than five months per calendar year or 20 hours or less per week; (2) who own shares equaling 5% or more of the total combined voting power or value of all classes of shares of the Company or any subsidiary; or (3) who are highly compensated employees under the Internal Revenue Code (the "Code"). The Plan does not currently qualify as an employee stock purchase plan under Section 423 of the Code and therefore receipt of the Shares will be a taxable event to the participant. The Plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended.

Contributions

Payroll deductions will generally be made from the compensation paid to each participant during an offering period in a whole percentage as elected by the participant but not to exceed the maximum percentage of the participant's eligible compensation (or maximum dollar amount) as permitted by the Committee. Under the ESPP, the maximum whole percentage is 10% (up to a maximum of \$7,500 per offering period), provided that no participant will be entitled to purchase, during any calendar year, Shares with an aggregate value in excess of \$25,000. Under the VEIP, eligible participants may choose to contribute up to 30% of their eligible compensation towards the purchase of Shares. The amount of the contributions is based on pre-tax cash compensation, but contributions are deducted from after-tax pay each pay period. The Committee retains the discretion to impose an aggregate participation limit under the VEIP. If aggregate participant contributions are projected to exceed such limit, contributions will stop and participants will be refunded contributions not used to purchase Shares. In fiscal 2018, there was no aggregate participation limit under the VEIP.

AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN
NOTES TO THE FINANCIAL STATEMENTS — (continued)

A participant may elect his or her percentage of payroll deductions, and change that election, prior to the end of the applicable enrollment period as determined by the Committee. Unless otherwise determined by the Committee, a participant cannot change the rate of payroll deductions once an offering period has commenced. All payroll deductions made with respect to a participant are credited to the participant's payroll deduction account and are deposited with the general funds of the Company. All funds of participants received or held by the Company under the Plan before purchase or issuance of the Shares are held without liability for interest or other increment (unless otherwise required by law) . Under the Plan, the ESPP offering periods in fiscal 2018 included the six-month periods ended November 1, 2017 and May 1, 2018 . The current offering period commenced on May 2, 2018 and will end on November 1, 2018 . The VEIP has a calendar year offering period, as well as a limited mid-year enrollment period, and monthly contribution periods in which shares are purchased on the 5th of the subsequent month.

Share Purchases

As soon as practicable following the end of each ESPP offering period or VEIP contribution period, the number of Shares purchased by each participant is deposited into a brokerage account established in the participant's name. Dividends that are declared on the Shares held in the brokerage account are paid in cash or reinvested. A summary of information with respect to share purchases was as follows:

AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN
NOTES TO THE FINANCIAL STATEMENTS — (continued)

Purchase Date	Offering Type	Number of Participants	Number of Shares Purchased	Purchase Price
August 5, 2018	VEIP	5,562	176,856	\$ 159.95
July 5, 2018	VEIP	5,531	172,118	\$ 164.01
June 5, 2018	VEIP	5,579	179,166	\$ 159.71
May 5, 2018	VEIP	5,626	190,731	\$ 152.15
May 1, 2018	ESPP	60,894	1,507,477	\$ 128.38
April 5, 2018	VEIP	5,674	197,977	\$ 151.04
March 5, 2018	VEIP	5,716	189,099	\$ 158.33
February 5, 2018	VEIP	5,765	192,197	\$ 155.00
January 5, 2018	VEIP	4,811	552,517	\$ 156.93
December 5, 2017	VEIP	4,808	166,963	\$ 147.63
November 5, 2017	VEIP	4,845	171,040	\$ 143.90
November 1, 2017	ESPP	57,009	1,355,593	\$ 120.98
October 5, 2017	VEIP	4,875	182,925	\$ 135.82
September 5, 2017	VEIP	4,898	193,697	\$ 129.75
Total Shares Purchased in fiscal 2018			5,428,356	
August 5, 2017	VEIP	4,965	194,223	\$ 130.11
July 5, 2017	VEIP	4,845	195,901	\$ 124.39
June 5, 2017	VEIP	4,870	193,015	\$ 126.21
May 5, 2017	VEIP	4,912	203,793	\$ 121.14
May 1, 2017	ESPP	56,356	1,696,234	\$ 103.19
April 5, 2017	VEIP	4,940	206,977	\$ 118.29
March 5, 2017	VEIP	4,986	198,482	\$ 123.62
February 5, 2017	VEIP	5,034	216,263	\$ 114.09
January 5, 2017	VEIP	4,291	779,793	\$ 116.05
December 5, 2016	VEIP	4,303	175,359	\$ 117.94
November 5, 2016	VEIP	4,345	178,804	\$ 117.28
November 1, 2016	ESPP	53,299	1,502,168	\$ 98.67
October 5, 2016	VEIP	4,370	178,534	\$ 118.11
September 5, 2016	VEIP	4,403	184,431	\$ 115.75
Total Shares Purchased in fiscal 2017			6,103,977	
August 5, 2016	VEIP	4,437	189,366	\$ 113.64
July 5, 2016	VEIP	4,393	186,613	\$ 113.09
June 5, 2016	VEIP	4,416	181,875	\$ 118.46
May 5, 2016	VEIP	4,455	189,942	\$ 113.95
May 1, 2016	ESPP	48,970	1,622,014	\$ 96.25
April 5, 2016	VEIP	4,480	190,806	\$ 114.52
March 5, 2016	VEIP	4,523	210,648	\$ 103.06
February 5, 2016	VEIP	4,596	217,579	\$ 100.58
January 5, 2016	VEIP	3,757	769,954	\$ 102.17
December 5, 2015	VEIP	3,768	165,661	\$ 107.76
November 5, 2015	VEIP	3,785	168,315	\$ 106.44
November 1, 2015	ESPP	44,151	1,386,856	\$ 91.63
October 5, 2015	VEIP	3,802	178,141	\$ 100.88
September 5, 2015	VEIP	3,833	192,343	\$ 94.40
Total Shares Purchased in fiscal 2016			5,850,113	

As of August 31, 2018, 54,111,908 Accenture plc Class A ordinary shares had been issued under the Plan.

AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN
NOTES TO THE FINANCIAL STATEMENTS — (continued)

Withdrawals

Each participant may withdraw from participation in respect of an offering period (either current or future) or from the Plan under such terms and conditions established by the Committee in its sole discretion. Upon a participant's withdrawal, all accumulated payroll deductions in the participant's Plan account are returned without interest (to the extent permitted by applicable local law). A participant is not entitled to any Shares with respect to the applicable offering period, except under the VEIP for those shares purchased in contribution periods prior to withdrawal. A participant is permitted to participate in subsequent offering periods pursuant to terms and conditions established by the Committee in its sole discretion.

Adjustments

The number of Shares issued or reserved for issuance pursuant to the Plan (or pursuant to outstanding purchase rights) is subject to adjustment on account of share splits, share dividends and other changes in the Shares. In the event of a change in control of the Company, the Committee may take any actions it deems necessary or desirable with respect to any purchase rights as of the date of consummation of the change in control.

Plan Amendment and Termination

The Board may amend, alter or discontinue the Plan, provided, however, that no amendment, alteration or discontinuation will be made that would increase the total number of Shares authorized for the Plan without prior shareholder consent, or, without a participant's consent, would materially adversely affect the participant's rights and obligations under the Plan. The Plan will terminate upon the earliest of: (1) the termination of the Plan by the Board; (2) the issuance of all of the Shares reserved for issuance under the Plan; or (3) December 10, 2024. The Board has not initiated actions to terminate the Plan, and unless otherwise noted, has not amended the Plan.

2. BASIS OF PRESENTATION

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Plan's management to use estimates and assumptions that affect the accompanying financial statements and disclosures. Actual results could differ from these estimates.

As of August 31, 2018, contributions receivable represents payroll deductions from participants with respect to the ESPP offering period beginning May 2, 2018 and ending November 1, 2018, as well as the VEIP contribution period beginning August 1, 2018 and ending August 31, 2018. As of August 31, 2017, contributions receivable represents payroll deductions from participants with respect to the ESPP offering period beginning May 2, 2017 and ending November 1, 2017, as well as the VEIP contribution period beginning August 1, 2017 and ending August 31, 2017. These payroll deductions are held by Accenture plc and/or its affiliates.

Plan equity represents net assets available for future share purchases or participant withdrawals.

3. SUBSEQUENT EVENTS

The Company has evaluated events and transactions subsequent to the Plan's statement of financial condition date. Based on this evaluation, the Company is not aware of any events or transactions that occurred subsequent to the Plan's statement of financial condition date but prior to filing that would require recognition or disclosure in these financial statements.



STATE OF INDIANA

HCM - PAYROLL MODERNIZATION

Request for Proposal 19-105

Addendum #1

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of:

Indiana's Auditor of State (AOS), State Personnel Department (SPD)
and the Indiana Office of Technology (IOT)

In Support Of:

Modernize the Human Resources and Payroll Business Processes
and Technologies

Response Due Date: August 15, 2019 by 3:00 PM EST

Sean Cooper
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Summary of Changes

Deletions are indicated via strikethrough and additions have been made in red font.

***The following edits have been made to the RFP 19-105 HCM-Payroll Modernization document:**

- 1) In Section 1.28 – SUMMARY OF MILESTONES

The following changes have been made:

Key RFP Dates

Activity	Date
Issue of RFP	June 14, 2019
Deadline to Submit Round 1 of Written Questions	June 21, 2019 by 3:00 p.m. Eastern Time
Pre-Proposal Conference	June 25, 2019
Response to Round 1 of Written Questions/RFP Amendments	June 28, 2019
Deadline to Submit Round 2 of Written Questions	July 3, 2019 by 3:00 p.m. Eastern Time
Response to Round 2 of Written Questions/RFP Amendments	July 11, 2019
Intent to Respond & Vendor Qualification Response Templates	July 4 17 , 2019 by 3:00 p.m. Eastern Time
Submission of Proposals	August 15, 2019 by 3:00 p.m. Eastern Time
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation & Shortlisting	<i>August 15 – September 30, 2019</i>
Proposal Discussions/Clarifications (if necessary)	<i>August 20 – August 23, 2019</i>
Oral Presentations & Demonstrations (if necessary)	<i>October 21 – November 8, 2019</i>
Best and Final Offers (if necessary)	<i>November 18 – December 13, 2019</i>
RFP Award Recommendation	<i>December 2019</i>

***The following edits have been made to the Attachment O (Intent to Respond Template) document:**

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) no later than **3:00pm (Eastern Time) on July 12 17, 2019** to indicate your intent to respond to this RFP. For planning and preparation purposes, the intent to respond is required from vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Vendor Qualification Response Template (Attachment P) is included within the submittal of your completed Intent to Respond Template. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.

***The following edits have been made to the Attachment P (Vendor Qualification Response Template) document:**

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) no later than **3:00pm (Eastern Time) on July 12 17, 2019**. Please ensure that a completed Intent to Respond Template (Attachment O) is included within the submittal of your completed Vendor Qualification Response Template. This is required for preliminary vendor qualification purposes to ensure mandatory requirements are met by those vendors that intend to submit a formal proposal in response to RFP 19-105. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.



STATE OF INDIANA

HCM - PAYROLL MODERNIZATION

Request for Proposal 19-105

Addendum #2

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of:

Indiana's Auditor of State (AOS), State Personnel Department (SPD)
and the Indiana Office of Technology (IOT)

In Support Of:

Modernize the Human Resources and Payroll Business Processes
and Technologies

Response Due Date: August 15, 2019 by 3:00 PM EST

Sean Cooper
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Summary of Changes

Deletions are indicated via strikethrough and additions have been made in red font.

***The following edits have been made to the RFP 19-105 HCM-Payroll Modernization document:**

1) In Section 1.28 – SUMMARY OF MILESTONES

The following changes have been made:

Key RFP Dates

Activity	Date
Issue of RFP	June 14, 2019
Deadline to Submit Round 1 of Written Questions	June 21, 2019 by 3:00 p.m. Eastern Time
Pre-Proposal Conference	June 25, 2019
Response to Round 1 of Written Questions/RFP Amendments	June 28, 2019
Deadline to Submit Round 2 of Written Questions	July 3, 2019 by 3:00 p.m. Eastern Time
Response to Round 2 of Written Questions/RFP Amendments	July 11, 2019
Intent to Respond & Vendor Qualification Response Templates	July 17, 2019 by 3:00 p.m. Eastern Time August 15, 2019 by 3:00 p.m. Eastern Time
Submission of Proposals	August 15, 2019 by 3:00 p.m. Eastern Time
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation & Shortlisting	<i>August 15 – September 30, 2019</i>
Proposal Discussions/Clarifications (if necessary)	<i>August 20 – August 23, 2019</i>
Oral Presentations & Demonstrations (if necessary)	<i>October 21 – November 8, 2019</i>
Best and Final Offers (if necessary)	<i>November 18 – December 13, 2019</i>
RFP Award Recommendation	<i>December 2019</i>

2) In Section 1.8 – RFP OUTLINE

The following changes have been made:

Attachment O: Intent to Respond Template	This is required by vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Vendor Qualification Response Template (Attachment P) is included within the submittal of a completed Intent to Respond Template.
Attachment P: Vendor Qualification Response Template	This is required for preliminary vendor qualification purposes to ensure mandatory requirements are met by those vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Intent to Respond Template (Attachment O) is included within the submittal of a completed Vendor Qualification Response Template.

***The following edits have been made to the Attachment O (Intent to Respond Template) document:**

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) ~~no later than 3:00pm (Eastern Time) on July 17, 2019~~ to indicate your intent to respond to this RFP. For planning and preparation purposes, the intent to respond is required from vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Vendor Qualification Response Template (Attachment P) is included within the submittal of your completed Intent to Respond Template. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.

***The following edits have been made to the Attachment P (Vendor Qualification Response Template) document:**

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) no later than ~~3:00pm (Eastern Time) on July 17, 2019~~ **3:00pm (Eastern Time) on August 15, 2019**. Please ensure that a completed Intent to Respond Template (Attachment O) is included within the submittal of your completed Vendor Qualification Response Template. This is required for preliminary vendor qualification purposes to ensure mandatory requirements are met by those vendors that intend to submit a formal proposal in response to RFP 19-105. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.



STATE OF INDIANA

HCM - PAYROLL MODERNIZATION

Request for Proposal 19-105

Addendum #3

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of:

Indiana's Auditor of State (AOS), State Personnel Department (SPD)
and the Indiana Office of Technology (IOT)

In Support Of:

Modernize the Human Resources and Payroll Business Processes
and Technologies

Response Due Date: August 15, 2019 by 3:00 PM EST

Sean Cooper
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Summary of Changes

***The following edits have been made to Attachment F3 Project Related Requirements Workbook located within the Bidder's Library:**

- 1) An update was made to correct the response codes listed within the drop down menus located in the response code column of all applicable tabs/worksheets.

**ATTACHMENT A
MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDOA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF
COMMITMENT (MWBE)**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "**TOTAL BID AMOUNT**" and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019 by 3:00 PM EST

TOTAL BID AMOUNT:

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name:		Contact Person:	
Address:		E-mail:	
Sub-Contract Amount:		Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:			

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name:		Contact Person:	
Address:		E-mail:	
Sub-Contract Amount:		Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:			

Respondent Firm

Address

City/State/Zip Code

Representative

Date

Telephone Number

Fax Number

Email Address

Authorizing Signature

Printed Name and Title

Please check if additional forms are attached.
Page _____ of _____

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.

**ATTACHMENT A1
INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with Section 1.22 of RFP-19-075 the respondent is expected to submit with its proposal an Indiana Veteran Owned Small Business (IVOSB) RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Indiana Veteran Owned Small Business(es) listed in the [VA OSDBU](#) registry, or listed on the IDOA Directory of Certified Firms that conform to the IVOSB rules as laid out at <http://www.in.gov/idoa/2862.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in “**TOTAL BID AMOUNT**” should match the amount entered in the Attachment D, Cost Proposal Template.

If the vendor responding to the RFP is an IVOSB certified entity, the letter confirming same should be submitted with their response. IDOA will verify the certification but will not check for it. Therefore the responding vendor has the responsibility to alert IDOA of their certification. The IVOSB respondent will receive the total points for the IVOSB evaluation criteria per section 3.2.7. Additional ISVOB subcontractors must be included if the IVOSB respondent is seeking the additional bonus point.

The IVOSB respondent must list their **company contact information only** on the IVOSB Subcontractor Commitment Form.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVOSB Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVOSB subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](#)) registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor’s veteran business Certification Letter provided by either IDOA or Federal Govt. (VA OSDBU), to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
- IVOSB must have a Bidder ID (see section 2.3.7 - Department of Administration, Procurement Division)
- A Prime Contractor who is an IVOSB can count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the [VA OSDBU](#) or IDOA Certified Firm directories <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVOSB must accompany the IVOSB Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSB of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the “**TOTAL BID AMOUNT**” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State’s IVOSB Program. Questions involving the regulations governing the IVOSB Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

STATE OF INDIANA IVO SB SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019 by 3:00 PM EST

TOTAL BID AMOUNT:

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount: Sub-Contract Percentage of Total Bid:	Telephone Number: ()	Fax Number: ()
	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount: Sub-Contract Percentage of Total Bid:	Telephone Number: ()	Fax Number: ()
	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

Respondent Firm

Address

City/State/Zip Code

Representative

Date

Telephone Number

Fax Number

Email Address

Authorizing Signature

Printed Name and Title

Please check if additional forms are attached.
Page _____ of _____

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.

ATTACHMENT B
PROFESSIONAL SERVICES CONTRACT

#

This Contract (“this Contract”), entered into by and between _____ (the “State”) and _____ (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

- 1. Duties of Contractor.** The Contractor shall provide the following services relative to this Contract:
- 2. Consideration.** The Contractor will be paid at the rate of _____ for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$ _____.
- 3. Term.** This Contract shall be effective for a period of _____. It shall commence on _____ and shall remain in effect through _____.
- 4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
- 5. Assignment; Successors.**
 - A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State’s prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor’s legal name or legal status so that the changes may be documented and payments to the successor entity may be made.
- 6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 7. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a “Contractor” under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a “subrecipient” and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit

Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the

procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers

maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the

Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an

unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise (“IVOSB”) participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as “Attachment A-1” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA’s IVOSB Division (“IVOSB Division”) and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor’s performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed

operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division ("Division") certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
------------	--------------	-------	-------------------------	---------

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

E-mail: _____

B. Notices to the Contractor shall be sent to:

E-mail: _____

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP #_____, (4) Contractor’s response to RFP #_____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor’s work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2018 OAG/ IDOA Professional Services Contract Manual* or the *2018 SCM Template*) in any way except as follows: _____

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

[Applicable only to contracts processed through SCM]

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

[Contractor]
By: _____

[Indiana Agency]
By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____

Approved by:
Indiana Department of Administration

Approved by:
State Budget Agency

By: _____ (for)
Lesley A. Crane, Commissioner

By: _____ (for)
Jason D. Dudich, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:
Office of the Attorney General

(for)
Curtis T. Hill, Jr., Attorney General

Date: _____

Approved by:
Indiana Office of Technology

By: _____ (for)
Dewand Neely, Chief Information Officer

Date: _____

**Attachment C - Indiana Economic Impact Form
Instructions**

INSTRUCTIONS

1. Complete lines 1 - 15 with the information requested about the company in the Attachment C worksheet.

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

2. Line 16: Enter total amount of this proposal, bid, or current contract.

This figure should match the amount found under the heading "Grand Total" on the Cost Summary tab in Attachment E, Cost Proposal.

3. Lines 18 and 21 measure the full-time equivalent (FTE) count of Indiana residents; this number will be auto-populated on Attachment C worksheet. Respondents shall populate the yellow-shaded cells in the FTE Details worksheet.

The state defines FTE as a measurement of an employee's productivity on a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE.

Please populate the yellow-shaded cells in the FTE Details worksheet.

Respondents shall provide a job title for each of the FTE's proposed for The State of Indiana contract as well as the number of FTE that job title contributes to the total.

ex) PROJECT MANAGER - 1 FTE

Please keep in mind that the only FTE's that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: 10 employees working on 4 contracts (1 of them being the State of Indiana contract) - each of the 10 employees would only count as 1/4 of an FTE or .25. Therefore, the total number of FTE's for this scenario would be 2.5.



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R4 / 1-06)
DEPARTMENT OF ADMINISTRATION
Approved by State Board of Accounts, 2006

INSTRUCTIONS

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	
2	Address/City/State/Zip Code:	
3	Telephone #/Fax #/Website:	
4	Federal Tax Identification Number:	
5	State/Country of domicile/incorporation:	
6	Location of firm's headquarters or principal place of business:	
7	Name of parent company or holding company (if applicable):	
8	State/Country of domicile/incorporation of company listed in #7:	
9	Address of company listed in #7:	
10	IN Department of Workforce Development (DWD) account number:	
11	IN Department of Revenue (DOR) account number:	
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	
13	Total number of employees per most recently completed IRS Form W-2 distribution:	
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	
16	Total amount of this proposal, bid, or current contract:	

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	Prime Contractor Company Name:	
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18	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	0.00
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19	<u>Subcontractor Company Name:</u>				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	0.00	0.00	0.00	0.00

22	<u>Affirmation by authorized official:</u> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief:	
	Signature:	
	Name of authorized official:	
	Title:	
	Date:	

Cost Proposal

RFP 19-105 Attachment D - Cost Proposal Template

Instructions for this Workbook

General Cost Proposal Instructions
This Cost Proposal should include Fixed-Bid Costs to implement the entire proposed scope of services including a) all requirements committed to be met in Attachments F1, F2 and F3, b) those implied by the process,
Prices must be ALL INCLUSIVE, including any and all delivery costs, destination fees and inflation.
This Cost Proposal must include all non-infrastructure and non-hardware product and service costs required to fully execute the proposed scope of services.
Each Cost Summary line item should be described fully in the corresponding worksheet for the appropriate cost category (e.g. Solution Product And Services). The descriptions should include a description of all limitations for products and services including licensing. For instance, if the price for a product license is for up to 600
The additional information must be referenced in the specific worksheet line item description. For instance, if a support agreement is included in the Cost Proposal Worksheet "Support Products And Services" and there is a document that provides all the details for the support agreement, the line item in the worksheet should clearly
All costs in the Cost Proposal should be consistent with the strategy and approach described in Attachment F4 - Technical Proposal - Approach Template as well as the project plan and staffing plan templates.
The "TOTAL BID AMOUNT" cell (bright red shading) in the Costing Summary worksheet must include all costs for
The State reserves the right to contact proposers on price and scope clarification at any time throughout the
Do NOT use "To Be Determined" or similar annotations in the Cost Proposal worksheets. Assumptions should
All worksheets in the Cost Proposal should be thoroughly and accurately completed.
Rows can be added or removed to support your level of detail, however, major categories (e.g. Solution Products
Cost Proposal Formatting Information
The light blue shaded cells indicate information Vendors are expected to provide (e.g. Cost Summary Worksheet,
All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES (e.g. Cost Summary Worksheet, Cell D5). The provided red text SAMPLES and EXAMPLES should be replaced or removed in the
Major column and row headings in each worksheet have comments, when needed, defining the required
The description cells in the Cost Proposal worksheets should be limited to 300 words.
Dollar amounts should always be rounded to the nearest whole dollar.

We have included some formulas, however, it is the Vendor's responsibility to ensure the accuracy of all cells
Rows of appropriate data can and should be added. Columns should not be added without prior approval from
Vendor, Vendor Partner and Third Party Instructions
Where costs for products or services are referred to as Vendor, Vendor Partner or Third Party:
Vendor products or services are defined as:
Vendor owned products or services are the sole responsibility of the Vendor, are committed in the Vendor
Vendor Partner products or services are defined as:
Vendor Partner products or services are the primary responsibility of the Vendor, are committed in the Vendor proposal, and will be contracted through the Vendor. All partners providing resources, including
Third Party products and services are defined as:
Third Party products or services are not the responsibility of the Vendor, are included in the Vendor proposal
All products and services in this Cost Proposal must be clearly defined as Vendor (V), Vendor Partner (VP) or
All Vendor Partners and Third Parties must be thoroughly defined in this Cost Proposal and must be included in
The State strongly prefers to have very few, if any, Third Party products or services!
Brief Cost Proposal Worksheet Descriptions
Cost Proposal Narrative - a brief narrative (not longer than two pages) in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's
Cost Summary - A phase-by-phase summary of all costs required to fully execute the proposed scope of services and fully maintain and support products for 6 months following the final implementation. The implementation
Cost Proposal Assumptions - A full description of any assumptions that are not specific to a Cost Proposal
Payment Schedule - A month-by-month schedule of payment triggers and payment amounts based on the proposed project plan in Attachment F5. NOTE: One of the first implementation related payment triggers must be the sign-off on the implementation plan and statement of work. The final implementation related payment
Implementation Services - A full description of each cost item in the Implementation Services section of the Cost
Other Implementation Services and Products - A full description of each cost item in the Other Implementation
Implementation Maintenance Services and Products - A full description of each cost item in the Implementation
Post-Implementation Maintenance Services - A full description of each cost item in the Post-Implementation
Other Post-Implementation Services and Products - A full description of each cost item in the Other Post-

Cost Proposal Narrative

ID
CPA - 1
CPA - 2
CPA - 3
CPA - 4
CPA - 5
CPA - 6
CPA - 7
CPA - 8
CPA - 9
CPA - 10

Cost Summary ID	Cost Summary Item	Descriptions	ID
			ISP - 1
			ISP - 2
			ISP - 3
			ISP - 4
			ISP - 5
			ISP - 6
			ISP - 7
			ISP - 8
			ISP - 9
			ISP - 10

Cost Summary ID	Cost Summary Item	Descriptions	ID
			OISP - 1
			OISP - 2
			OISP - 3
			OISP - 4
			OISP - 5
			OISP - 6
			OISP - 7
			OISP - 8
			OISP - 9
			OISP - 10

Cost Summary ID	Cost Summary Item	Descriptions	ID
			IMSP - 1
			IMSP - 2
			IMSP - 3
			IMSP - 4
			IMSP - 5
			IMSP - 6
			IMSP - 7
			IMSP - 8
			IMSP - 9
			IMSP - 10
			IMSP - 11
			IMSP - 12
			IMSP - 13
			IMSP - 14
			IMSP - 15
			IMSP - 16
			IMSP - 17
			IMSP - 18
			IMSP - 19
			IMSP - 20

Cost Summary ID	Cost Summary Item	Descriptions	ID
			PIMSP- 1
			PIMSP- 2
			PIMSP- 3
			PIMSP- 4
			PIMSP- 5
			PIMSP- 6
			PIMSP- 7
			PIMSP- 8
			PIMSP- 9
			PIMSP- 10
			PIMSP- 11
			PIMSP- 12
			PIMSP- 13
			PIMSP- 14
			PIMSP- 15
			PIMSP- 16
			PIMSP- 17
			PIMSP- 18
			PIMSP- 19
			PIMSP- 20

Cost Summary ID	Cost Summary Item	Descriptions	ID
			OPISP - 1
			OPISP - 2
			OPISP - 3
			OPISP - 4
			OPISP - 5
			OPISP - 6
			OPISP - 7
			OPISP - 8
			OPISP - 9
			OPISP - 10
			OPISP - 11
			OPISP - 12
			OPISP - 13
			OPISP - 14
			OPISP - 15
			OPISP - 16
			OPISP - 17
			OPISP - 18
			OPISP - 19
			OPISP - 20

Descriptions	Year 1	Year 2	Year 3	Year 4	Year 5	ID
						BEN - 1
						BEN - 2
						BEN - 3
						BEN - 4
						BEN - 5
						BEN - 6
						BEN - 7
						BEN - 8
						BEN - 9
						BEN - 10
						BEN - 11
						BEN - 12
						BEN - 13
						BEN - 14
						BEN - 15
						BEN - 16
						BEN - 17
						BEN - 18

State of Indiana
RFP 19-105
HCM – Payroll Modernization

ATTACHMENT E - BUSINESS PROPOSAL

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

2.3.1 General - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

2.3.3 Company Financial Information - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular

areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

--

2.3.5 Contract Terms/Clauses - Please provide the requested information in RFP Section 2.3.5.

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2.3.6 References - Please identify at least four (4) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Said list of four (4) clients must be inclusive of at least two (2) clients for whom the Respondent has provided products and/or services that meet the mandatory requirements defined within Attachment P. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

Customer 1	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Customer 2	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Customer 3	
Legal Name of Company or Governmental Entity	

Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Customer 4	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	

2.3.6.1 Does your company have any pending litigation regarding contract disputes?

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2.3.6.2 Please list any contracts lost or terminated in the last three years and provide reasons for loss or termination, as well as contact information.

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2.3.7 Registration to do Business - Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this office may be found in Section 1.21 Procurement Division Registration, and Section 1.22 for the Secretary of State Registration, of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

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2.3.8 Authorizing Document - Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this

authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

2.3.9 Subcontractors - The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products and/or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women's Business Enterprises under IC 4-13-16.5-1. See Section 1.25 and Attachment A for Minority and Women's Business Enterprises information. Please enter your response below and indicate if any attachments are included.

2.3.10 Evidence of Financial Responsibility - This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.29 of RFP for details.

2.3.11 General Information - Each Respondent must enter your company’s general information including contact information.

Business Information	
Legal Name of Company	
Contact Name	
Contact Title	
Contact E-mail Address	
Company Mailing Address	
Company City, State, Zip	
Company Telephone Number	
Company Fax Number	
Company Website Address	
Federal Tax Identification Number (F TIN)	
Number of Employees (company)	
Years of Experience	
Number of U.S. Offices	
Year Indiana Office Established (if applicable)	
Parent Company (if applicable)	
Revenues (\$MM, previous year)	
Revenues (\$MM, 2 years prior)	
% Of Revenue from Indiana customers	

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

- b. What is your company’s technology and process for securing any State information that is maintained within your company?

2.3.12 Experience Serving State Governments - Please provide a brief description of your company’s experience in serving state governments and/or quasi-governmental accounts.

2.3.13 Experience Serving Similar Clients - Please describe your company’s experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

Respondent Name:

Please Complete Yellow Shaded Regions

Question No.	RFP Section and Sub-Section or Appendix and Tab Name	Page	Topic	Specific Question/Inquiry
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State of Indiana RFP 19-105, HCM - Payroll Modernization Services

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Question No.	RFP Section and Sub-Section or Appendix and Tab Name	Page	Topic	Specific Question/Inquiry	Clarification Responses
1	Attachment P - Vendor Qualification Response Template	1	Q2	Mandatory Clause mentions at least 1 PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees, Can we show experience for PS HCM 9.2 Upgrade for a City in US rather than US State	No. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects and 2 large PeopleSoft 9.1 or 9.2 Payroll implementation projects to successful completion as the primary, contracted Vendor. One upgrade/implementation project and one Payroll implementation project must be for a U.S. State.
2	Attachment P - Vendor Qualification Response Template	1	Q2	Mandatory Clause mentions at least 1 PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees for the Primary Vendor; if we bid along with a partner who has US State experience and we have private company PS HCM Upgrade experience; does that qualify us jointly to bid for this RFP	No. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects and 2 large PeopleSoft 9.1 or 9.2 Payroll implementation projects to successful completion as the primary, contracted Vendor. One upgrade/implementation project and one Payroll implementation project must be for a U.S. State.
3	Attachment P - Vendor Qualification Response Template	2	Q3	Mandatory clause mentions a qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 Payroll implementations to successful completion as the primary, contracted Vendor (can we show experience of two private companies instead of one US state and one private company)	No. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects and 2 large PeopleSoft 9.1 or 9.2 Payroll implementation projects to successful completion as the primary, contracted Vendor. One upgrade/implementation project and one Payroll implementation project must be for a U.S. State.
4		NA	General	Please let us know if the State is planning to upgrade any Non-HCM systems like Finance, Supply Chain during the HRMS upgrade and Payroll Implementation that is being planned	The State is currently upgrading the PeopleSoft Finance system to 9.2. That project will be completed in 2019.
5		NA	General	Please let us know the expected timelines for completion of the project	Given the critical future support dates affecting both the PeopleSoft HCM 9.1 and GEAC Payroll systems, it should be concluded that an implementation period exceeding 30 months could be problematic.

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6		NA	General	Please let us know if the Current Payroll system (referred to as AOS) is an in-house solution or a packaged ERP product	The current Payroll system is a mainframe system called GEAC. Please refer to Attachments K1, K2, M1 and M2 for more information on the Payroll processes and technologies.
7		NA	General	We assume that it is intended to have a comprehensive implementation of the PeopleSoft Absence and Compensation modules to take advantage of the available functionality. If this is not the case, then please let us know the functionality that you would like to implement.	We expect qualified vendors to recommend the appropriate processes and technologies, including PeopleSoft modules, to satisfy the State's requirements utilizing the vendors recommended best-practices.
8		NA	General	Please list the timeline for the migration of the Performance and Learning mgmt. modules to SuccessFactors.	<p>SuccessFactors Performance & Goals Module: The SAP SuccessFactors Performance solution will be implemented in production in Q1 – 2020. The agency level migration over to the new performance management process will continue during 2020. This solution will support performance management processes for the subset of agencies that are supported by the State Personnel Department. For agencies that have migrated to SAP SuccessFactors based performance management processes, the expectation would be that historical performance appraisal information would still be available for reference in PeopleSoft 9.2.</p> <p>SuccessFactors Learning Module: The rollout dates for the SAP SuccessFactors Learning module have not yet been finalized. For scoping purposes, we recommend that the HCM/Payroll project operate with the assumption that the existing capabilities in ELM 9.2 and the new SAP SuccessFactors Learning Module will both be active in the production environment, during the HCM/Payroll Modernization Project, as the migration will likely be underway NOTE: The PeopleSoft ELM module has already been upgraded to version 9.2.</p>
9		NA	General	We assume that the Implementation of the new modules in PeopleSoft and all documentation will be only in English; please let us know if additional languages are in scope.	We only use English in our system documentation and training.

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10		NA	General	Please let us know if the State is using any of the fluid enabled features in the current PeopleSoft version. If not, is the State looking forward to take advantage of this feature going forward?	We are not currently utilizing fluid functionality as we are on maintenance package 3 of 9.1. We do plan to utilize some fluid functionality as we would like to maximize the ability to self-serve wherever possible.
11		NA	General	Please let us know if any part of the work that is part of this RFP can be executed outside the United States	There are no parts and/or aspects of RFP 19-105 permitted to be executed outside of the United States.
12		NA	HR	Please let us know the current Employee count. Is the count similar to the number of payees in the payroll system?	There are approximately 30,000+ employees and 1,000 payees in payroll that aren't in PeopleSoft HCM today.
13		NA	HR	Please let us know the number of sub-contractors that you have in the system and how are they being stored. Does the State have any other types of workers stored in your database (e.g. Person of interest etc.?)	Our contractors/subcontractors are paid through Accounts Payable. We currently have some employee groups sitting as Persons of Interest in PeopleSoft. There are approximately 12,000 Contingent Workers (CWR) in HCM.
14		NA	HR	Please let us know how many of your contractors are seasonal	This varies and is not relevant.
15		NA	HR	Please let us know if employees work on multiple jobs in the State with different pay rates and job descriptions for each job	We do not use concurrent jobs at the state. Employees have one rate of pay at the State. May need to have flexibility in future to do that as demographics of our workforce and the economy change.
16		NA	HR	However improbable as it may be, please let us know if there are instances of overseas deputed employees and how the State manage them	The State has 1 employee working overseas.
17		NA	Time and Labor	How many time reporting codes do you have in the system?	We plan to have less than 100. Our current list is being reviewed and scaled back.
18		NA	Time and Labor	How many custom rules do you currently have in the Time and Labor module?	We currently have 204 Time and Labor rules with 90% of them customized. We plan to do some clean-up of this data prior to conversion/upgrade to reduce this number.
19		NA	Integrations	Please list any existing integrations with the current Successfactors solutions and also let us know how many new integrations will need to be built going forward	Please refer to Attachments L, N1 and N2 for more information on the HCM processes and technologies.
20		NA	Integrations	How many integrations do you have from the current HR system? Please provide details of which systems they are integrated.	The current interfaces for HCM and Payroll are defined in Attachments L and K2 respectively.
21		NA	Integrations	Please let us know how many of the integrations are real time and how many are file-based or batch?	The current interfaces for HCM and Payroll are defined in Attachments L and K2 respectively.
22		NA	Integrations	Please list the technologies being used in your integration landscape	The current interfaces for HCM and Payroll are defined in Attachments L and K2 respectively.

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23		NA	Integrations	Please let us know if the State has any integrations with external time clocks (e.g.: kaba, Kronos)	We do currently support interfaces from multiple time keeping sources and will plan to continue this in the future.
24		NA	Integrations	Please let us know if the respondents need to consider any paper time sheet processes? If so, is the data entered into T&L and then pushed to Payroll or is it handled in payroll directly via integrations?	All hours data today is being processed in the Time and Labor module regardless of collection method. Only exceptions to the standard process may result in a paper timesheet. The standard business process will be Time and Labor.
25		NA	Integrations	Please let us know if the State has implemented any identity management solutions in the system. If so, please provide details	The State is in the process of implementing Appian Application Security Platform. The current scope will utilize identity management from Microsoft Azure Active Directory and PeopleSoft native identity.
26		NA	Customizations	Has the state specifically identified the customizations that the State would like to remove/replace with the functionality available in PeopleSoft 9.2	Attachments H2 an H3 include customization information including recommendations to remove/replace current customizations that were produce by the HCM Fit/Gap process. Respondents should make their own decisions regarding recommendations for future customizations that are needed to satisfy State requirements.
27		NA	Customizations	Please list the number and extent of customizations that exists in each of the modules	Attachments H2 and H3 include the customization information for each of the HCM modules. Payroll is in a separate system today and may require additional customization based on requirements and the recommendations from the vendor on best practices.
28		NA	Customizations	Please let us know if the State is planning to convert any of the current customizations to fluid based layouts – please list which of the customizations would be converted and any other related expectations	Attachments H2 an H3 include customization information including recommendations to remove/replace current customizations that were produce by the HCM Fit/Gap process. Respondents should make their own decisions regarding recommendations for future customizations that are needed to satisfy State requirements.
29		NA	Customizations	Please let us know if the State has implemented any modules with non-PeopleSoft technology (e.g. JavaScript, COBOL etc.)	PeopleSoft uses COBOL but no custom COBOL. The only non-PeopleSoft technology is for the integration with SuccessFactors. The State uses BizTalk.
30		NA	Infrastructure	We assume that the State's current PeopleSoft solution is hosted on premise. Please let us know if there are any plans of hosting it in the Cloud.	This project is planned to be completed with on premise hosting.
31		NA	Infrastructure	Would you be considering the possibility of moving to cloud as part of your long term vision?	The State will continue to define the future strategic direction for all PeopleSoft ERP infrastructure and solutions.

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32		NA	Infrastructure	Has the Infrastructure Assessment and requirements for PeopleSoft 9.2 (including the new modules) been completed? Would you be looking for any assistance in this regard?	Attachment F1 Technical Requirements Workbook requests respondents to provide recommended PeopleSoft 9.2 infrastructure for the implementation that meets the State's requirements. The respondents are expected to recommend the modules that will achieve the goals of the modernization project.
33		NA	Data Conversion	We assume that the State IT team will extract and transform the legacy data and provide it to the vendor for loading into PeopleSoft. Please let us know if this is not the expectation.	That is correct.
34		NA	Data Conversion	Please let us know if the State intends to migrate historical information into the PeopleSoft system for the new modules being implemented? If yes, then how many years of data is expected to be migrated.	The State anticipates migrating information from the legacy Payroll system into PeopleSoft. The State is expecting qualified vendors to recommend the best practice for data migration to maximize the efficiency and effectiveness of the PeopleSoft HCM 9.2 solution.
35		NA	Reporting	Please list how many new reports are you planning for in the new and existing modules?	The State is expecting proposals to include a definition of future reports needed to meet the State's requirements and efficiently implement the PeopleSoft HCM 9.2 solution.
36		NA	Reporting	Please list the reporting tools currently in use?	The State currently utilizes native reporting tools. For 9.2, Crystal Reports should be replaced with BI Publisher.
37		NA	Absence Management	Please list the leave types that exist and are configured? Please describe any policies for these leave types.	Leave types and rules for all three branches of government were included in the RFP. See Attachment J in Bidder's Library for Leave and Absence Workbook. Standardized leave policies are at https://www.in.gov/spd/2396.htm .
38		NA	Absence Management	Please let us know if the leave policy is the same for different employee types? (e.g. employee type, full/part time, employee class, etc.)	Leave types and rules for all three branches of government were included in the RFP. See Attachment J in Bidder's Library for Leave and Absence Workbook. Standardized leave policies are at https://www.in.gov/spd/2396.htm .
39		NA	Absence Management	Please list the frequency for sending absence data to Payroll? Is there any difference in the frequency for different employee types?	This should occur with each payroll cycle. No difference in frequency.
40		NA	Payroll	How many legal entities that are presently configured or expected to be configured?	There are five EIN's for Payroll. There are additional EIN's for HCM.

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41		NA	Payroll	Please describe the current payroll schedule	The standard payroll schedule is (Saturday through Sunday) a bi-weekly pay period with employees being paid 10 calendar days after the pay period ends, every other Wednesday. The State also runs an off-cycle payroll on the alternating Wednesdays to account for manual warrants. There is also a group that could be paid weekly.
42		NA	Payroll	Please let us know how are sub-contractors paid today and if there exists any change to the current mechanism through the new system	Contractors and sub-contractors are paid through Accounts Payable.
43		NA	Payroll	We assume that the pay-slip generation and distribution will be handled by AOS going forward. Please let us know if this is not what is being planned.	We would like to use PeopleSoft to create the employee paystub.
44		NA	General	Due to the complexity of the solution, is it possible to extend the proposal due date to September November 13th, 2019?	This State does not intend to alter the Aug 15, 2019 proposal due date.
45		NA	General	Is the State of Indiana willing to negotiate a cap on the unlimited liability clause on the sample contract?	Please submit your recommended changes in Attachment E Business Proposal Template.
46		NA	General	Is the State of Indiana willing to negotiate and accept changes to clauses and terms and conditions on the sample contract?	Please submit your recommended changes in Attachment E Business Proposal Template.
47		NA	General	If vendors suggest changes to the standard contract terms will they be disqualified?	Suggested changes to the Standard Contract terms will be evaluated in all phases of the evaluation and selections process. Suggested changes are not grounds for disqualification.
48		NA	General	We respectfully request that commercial clients references can be used to fulfill the RFP references requirements. Please confirm.	No. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects and 2 large Peoplesoft 9.1 or 9.2 Payroll implementation projects to successful completion as the primary, contracted Vendor. One upgrade/implementation project and one Payroll implementation project must be for a U.S. State.
49		NA	General	Are there any restrictions on using project resources based in Global Delivery Centers outside of the United States?	Project resources in support of RFP 19-105 that are based in Global Delivery Centers outside of the United States are <u>not</u> permitted.

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50	1.24 Equal Opportunity Commitment (Subcontracting)	22	MBE/WBE/ IVBE	I'm a new organization and we are Minority, Woman, and Veteran owned. How does our organization become a sub contractor that has been awarded the contract?	Please reference the applicable Minority, Woman, and Veteran contact information referenced within the Pre-Proposal Presentation via the following: https://www.in.gov/idoa/proc/bids/RFP-19-105/
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51	2.3.5 Contract Terms/Clauses	26	Mandatory Clauses	While we would not be able to agree to the broad indemnification language in the State's proposed mandatory terms, we could offer to reimburse the State for direct losses of money it incurs if a third party makes a claim against the State for personal injury, damage to tangible property, breach of contractual data security obligations, or intellectual property infringement, to the extent the claim arises out of something we did, not the State's or someone else's actions. "Losses" includes dollar judgments, agreed upon settlement amounts, and reimbursement for attorney's fees which the party we are indemnifying incurs, all to the extent attributable to our actions. We do not seek indemnification from the State. Would the State consider our proposal as "responsive" with this exception included or would our proposal be deemed "non-responsive" if we cannot accept that one clause but accept all of the other mandatory clauses "as-is"?	Please submit your recommended changes in Attachment E Business Proposal Template.
52	1.28 SUMMARY OF MILESTONES	41	Due Date	Will the State consider a two week extension to the RFP response due date?	This State does not intend to alter the Aug 15, 2019 proposal due date.
53	1.29 EVIDENCE OF FINANCIAL RESPONSIBILITY	23	Bond	To satisfy the State's EVIDENCE OF FINANCIAL RESPONSIBILITY requirement in section 1.29 of the RFP, would impressive audited financial statements be deemed as acceptable evidence?	The percentage commitment still needs to be met. The evidence of financial responsibility must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond acquired from a surety company registered with the Indiana Department of Insurance, or other evidence deemed acceptable by the State.
54	1.29 EVIDENCE OF FINANCIAL RESPONSIBILITY	23	Bond	(See question 3 above) If not, may respondents take exception to the requirement in section 1.29 requesting the submission of an irrevocable letter of credit, certified check, cashier's check, or a bond in the amount of 10% of the negotiated total contract dollar amount?	Please submit your recommended changes in Attachment E Business Proposal Template.
55	2.4.8 Attachment F8 – Future-State Process Definition Template	33	Future State Process Flows	Since future state process flows are typically documented as a result of design sessions and validated conclusions, would the State be willing to eliminate the requirement to produce process flows as part of the RFP response?	To clarify, the State is requesting respondents include <u>high-level</u> process flows and narratives for the <u>major process improvements</u> the vendor recommends given their knowledge of the PeopleSoft HCM 9.2 solution and best practices.
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**State of Indiana RFP 19-105, HCM - Payroll Modernization
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Please Complete Yellow Shaded Regions

Question No.	RFP Section and Sub-Section or Appendix and Tab Name	Page	Topic	Specific Question/Inquiry	Clarification Responses
1	Attachment F3 Project Related Requirements Workbook, Vendor Team Experience tab	N/A	Vendor Team Experience	Testing methodology is common across ERP solutions and not specific to the application. Also, the number of years is higher than what is typically staffed. Is it possible for the Sr. HCM / Payroll Test Lead to have 5-7 years of ERP system testing experience?	This is not a mandatory requirement. Please provide a detailed description of the HCM, Payroll and PeopleSoft testing experience for each key team member.
2	Attachment F3 Project Related Requirements Workbook, Vendor Team Experience tab	N/A	Vendor Team Experience	Training methodology is common across ERP solutions and not specific to the application. Also, the number of years is higher than what is typically staffed. Is it possible for the Sr. HCM / Payroll Training Lead to have 5-7 years of ERP training experience?	This is not a mandatory requirement. Please provide a detailed description of the HCM, Payroll and PeopleSoft training experience for each key team member.
3	Attachment F3 Project Related Requirements Workbook, Vendor Team Experience tab	N/A	Vendor Team Experience	The Technology Architect role is common across ERP solutions and not specific to the HCM / Payroll application. Also, the number of years is higher than what is typically staffed. Is it possible for the Technical Architect to have 7-10 years of ERP system technical architecture experience?	This is not a mandatory requirement. Please provide a detailed description of the HCM, Payroll and PeopleSoft technical architect experience for each key team member.
4	Attachment F1 Technical Requirements Workbook, Service Level Requirements tab	N/A	Solution Capacity - Concurrent Users	Self service is expected for 35,000 employees. In our experience, concurrency (users logged in at the same instant using the website) requirement for 35,000 employees through self-service is very high and we've normally observed this to be around 5-7%. Is it possible to review this concurrency requirement and reduce the concurrency to 2,500?	Please include all concerns and recommendations with responses to any requirement.
5	Attachment H2 HCM Fit Gap 9.2 RTM Documentation	31	CoreHR Fit Gap Analysis Document - SOI CR	Some of the projects marked with "Y?" in "Need for 9.2" column and notes says " to verify with SPD Compensation team". Is it correct to assume the objects associated with these projects needs to be retrofit as part of the project?	The fit/gap indicated all of the objects that would need to be retrofit if they were not 9.2 functionality. SOI is open to some process changes to avoid customizations.
6	Request for Proposal, Section 1.5 Scope and Usage - PeopleSoft HCM and SuccessFactors	9	Scope and Usage	Is it the intent of the State to use the HCM Warehouse referenced in the RFP as a copy of your production HCM instance for reporting going forward?	We are looking for vendors to make recommendations around future reporting needs.
7	Request for Proposal, Section 1.10 Question/Inquiry Process	14	Question/ Inquiry Process	Would the State consider adding one additional round of Questions and Answers given we are still six weeks out from proposal submission?	To ensure forthcoming key milestones are met and the solicitation schedule is adhered to there will not be an additional round of questions and answers.
8	Attachment F2 Functional Requirements Workbook, Payroll	N/A	Payroll	Which system is responsible for calculating Pension payments? Is the State of Indiana considering PeopleSoft Pension module implementation for these in the future? Otherwise will the current system interface the payments to PeopleSoft Payroll in the future?	The state is open to solutions including or excluding the Pension models.
9	Attachment M1 Payroll Technology Infrastructure Description	1	SQL Server Databases	There are 22 Microsoft SQL Server 2012 databases. What is the function of these 22 SQL server databases in relation to Payroll implementation scope?	AOS uses some of the 22 Microsoft SQL for payroll (close to 3 of 22). Reporting related to payroll given to external an source from the SOI.

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

Please Complete Yellow Shaded Regions

10	Attachment F2 Functional Requirements Workbook, Alloc	N/A	Allocations	Does the State intend for the Vendor to complete the setup/configuration in the Project Costing/General Ledger modules in Finance in order to meet the Allocation requirements presented in this RFP? The Allocation requirements cannot be met in the HCM application, as HCM is intending to collect the funding sources, distribute the money and then send it to Financials. Allocation setup/configuration happens in the Finance application either in the Project Costing or General Ledger module.	We have SMEs that can partner from our Finance Support Team for cross-over from T&L or Payroll. We understand the interdependence.
11	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-001	End-User Training Plan	Please provide a list and description of all of the distinct audiences that need to be trained, and the number of trainees in each audience, so that we can accurately estimate the number of classroom deliveries and materials production costs.	We expect the training requirements will be significant across many organizations throughout the State. Respondents should use their experience with government entities of similar size and complexity to estimate the proper training strategies and plans.
12	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-013	Computer Based Training Maintenance	Since SOI wants to maintain and edit training, what elearning authoring tools does the state currently use or prefer? If none, should the vendor be prepared to provide this authoring software to the state?	Our current tool is Adobe Captivate-Future State Success Factors uses Adobe Captivate and articulate StoryLine.
13	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-005	Training Delivery Approach	Does the state wish to include training on all business process changes in addition to system training?	The State is looking for qualified vendors to recommend the scope of training.
14	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-002	Training Timing	Typically training content cannot be developed until the new systems are relatively stable and functioning in a training or test environment. Will the time needed for training content development be mutually agreed on by the State and the vendor training team?	YES
15	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-002	Training Timing	Does the state expect all training to be piloted, refined, and delivered prior to go-live?	Yes, all except recurring training.
16	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-027	Training Location	Will the training vendor be expected to manage training logistics (notifications, enrollment, tracking, reporting, booking training labs, etc.) ?	No, as it could be very expensive.

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

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17	1.29 EVIDENCE OF FINANCIAL RESPONSIBILITY	23	Bond	<p>The State requires "Evidence of Financial Responsibility" in the amount of 10% of the negotiated total contract dollar amount to guarantee the performance of the selected respondent over the life of the contract. The evidence of financial responsibility must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond.</p> <p>These types of performance guarantees have become rare in today's marketplace. While we are a financially stable organization, issuing a letter of credit or similar instrument would require us to tie up a significant amount of capital over an extended period of time. We believe there are alternative, more effective approaches that protect the State during an implementation. For example, requiring a deliverable/milestone based contract that includes a 'hold back/retainage' percentage of total fees until project Go-Live has been a successful alternative in our past projects.</p> <p>Would the State allow other alternatives to protect the financial interests of the State such as a deliverable/milestone based fee approach with a certain hold back/retainage percentage until project Go-Live?</p>	Please include all concerns and recommendations with responses to any contract related term, condition or requirement.
18				What is the estimated cost of the Modernize the Human Resources and Payroll Business Processes and Technologies Project?	That is yet to be determined.
19				Has the Department allocated funding for the Modernize the Human Resources and Payroll Business Processes and Technologies Project yet? If so, through which source (budget, CIP, state/federal grant, etc.)? If no funding is secured, which sources will be sought and when? If utilizing a grant, would you be able to specify which one?	There is an approved budget to support this project.
20				When does the Department want this solution to be implemented by?	We are looking for vendors to make recommendations around implementation schedules.
21				What other systems will have to integrate or interface with the Modernize the Human Resources and Payroll Business Processes and Technologies Project, and what vendor provides each system?	The many integration and interfaces are defined in the RFP and attachments. Please see Attachment H2
22				Does the Department need to replace or upgrade any of the integrated systems in the next 5 years? If so, which system and when?	It is possible for many of the integrations and interfaces to require updates or replacement.
23				What vendor provides the current Solution? When does the contract expire?	The relevant information is provided in the RFP.
24				At the point of the closure, who will be the technical point of contact for the Modernize the Human Resources and Payroll Business Processes and Technologies Project?	There will be technical points of contracts from the States IOT department and the sponsor organizations, AOS and SPD.

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

Please Complete Yellow Shaded Regions

25				Does the Department anticipate any professional or consulting services may be needed through separate procurements to accomplish this effort? (i.e. project planning/oversight, PM, QA, IV&V, staff augmentation, implementation services etc.)? If so, what services does the Department desire and how do they anticipate to procure?	For a project of this size and complexity, the State will likely require some service augmentation. The project leadership and governance teams will continue to evaluate the need for additional services as the RFP procurement process proceeds.
26				1. Aside from this solicitation, is the Department looking into any other technology projects within the next 3 years? If so, what kind?	Several AOS and SPD active or planned projects are described in the RFP. Additional projects will continue to be evaluated as business cases are developed.
27				~What are the drivers for these project(s)?	Efficiency, productivity and citizen service
28				~How does the Department plan to procure the potential project(s)?	This not material to this project
29				~When does the Department want them to be implemented?	Various times that should not impact this project.
30		NA	Interfaces	Please list the interfaces from PeopleSoft to Successfactors along with the frequency	Please refer to Attachment H2
31		NA	Data Conversion	We understand that the State would like to migrate historical payroll data to PeopleSoft. Please let us know how many years of data needs to be migrated and the current Payroll database size.	We are requesting qualified vendors to recommend the data conversion and migration strategy that reflects best practices for PeopleSoft HCM implementations for State governments of similar size and complexity.
32		NA	Infrastructure	We understand that the State is planning to virtualize its servers and implement a Linux OS. Could you please specify the version of the Linux OS being planned if this has been worked out	At this time, SOI is planning to implement Oracle Enterprise Linux. Contract terms are currently under negotiation. The version will be the latest PeopleSoft certified version available at the time when the first upgrade environment is provisioned.
33		NA	Infrastructure	Please specify the CPU count, RAM, Database and File Repository size of the current PeopleSoft environment. We assume that the DR Site will have similar specifications as the Primary Site – please confirm	Current environment runs on physical servers that will be decommissioned after go-live. Vendor should recommend appropriate virtual server specifications for the load and deliverables of this project.
34		NA	Infrastructure	We assume that the State will provide Staging and Test environments along with the necessary infrastructure before the start of the project – Please confirm	That is correct! We are asking qualified vendors to include the infrastructure / environments required to execute their implementation strategy and plan.
35		NA	Submission	Please let us know if the teams be granted an extension to ask the new set of questions to 10 July and can the submission deadline be extended to 30 August.	To ensure forthcoming key milestones are met and the solicitation schedule is adhered to there will not be an additional round of questions and answers. The State does not anticipate an extension approval relative to the proposal due date of Aug 15, 2019.

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

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36	Attachment P - Vendor Qualification Response Template	43467		<p>We are currently working on some contractual items with a potential partner firm we are working with to respond to the HCM Payroll Modernization RFP. Because of the timing associated with getting these agreements in place and also some scheduled vacations, we are not going to be in a position to provide a comprehensive response to the Intent to Respond and Vendor Qualifications by the scheduled 7/12 date.</p> <p>Would not responding with the Intent and Questionnaire by 7/12 disqualify us from this RFP. We could provide some cursory answers to the questionnaire but would be representative of our actual RFP response once we have our partnership agreements in place.</p>	The Vendor Qualification Response Template asks for responses to the mandatory qualifications which must be met in order to qualify to be the primary Vendor. Contractual arrangements with potential partners should not change the ability of a Vendor to qualify as a primary Vendor.
37	2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY 3.2 EVALUATION CRITERIA	35 & 38	Buy Indiana	Will a prime be awarded the five Buy Indiana points if they include a Minority, Women's, and/or Indiana Veteran Business Enterprise that is able to claim preference points by being on the Buy Indiana roster? Will this be in addition to the appropriate points allotted for meeting the Minority, Women's, and Indiana Veteran Business Enterprise goals?	Please refer to RFP Section 3.2 Evaluation Criteria.
38	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses)	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses). Question 12	Future State for Employees Not Currently Paid from PeopleSoft	Can the State outline how it pays the approximately 1000 employees who are not in the PeopleSoft HCM environment today? Will these employees be a part of the HCM 9.2 solution in the future-state?	All employees are paid through GEAC today. These 1000 employees submit their payroll directly to the Auditor of State, currently, which updates GEAC to process their payroll. Future state all employees will need processed through PeopleSoft 9.2 solution.
39	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses)	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses). Question 16	Payroll for Overseas Employee	Can the State outline how it pays the one overseas employee?	The State is evaluating how we will proceed with overseas employees.
40	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses)	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses). Question 8	Success Factors	Round 1 -- Question Responses #8 identifies a "subset of agencies" that SuccessFactors will support for performance management processes supported by the State Personnel Department. Will there be any agencies who will not use SuccessFactors Performance Management or will all agencies be using the SuccessFactors solution?	Please refer to RFP Section 1.5 Scope and Usage

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

Please Complete Yellow Shaded Regions

41			Staffing	What is the State's planned staffing plan?	The State plans to aggressive staff the implementation project with knowledgeable and experienced technology and business leaders and SMEs. We plan to provide PeopleSoft HCM and Payroll training to key team members as part of the initial implementation phase, if not before. We are asking qualified vendors to identify the State resources required to support their implementation strategy and plan.
42			Training	Does the State have plans for the staff not familiar with PeopleSoft and their associated project responsibility areas to get "training" prior to the start of the project?	See Answer to Question No. 41
43			Training	Will the State get their personnel trained in both the Payroll and Absence Management prior to the start of the project?	See Answer to Question No. 41
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State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

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State of Indiana
RFP 19-105
HCM – Payroll Modernization

Attachment O – Intent to Respond Template

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) ~~no later than 3:00pm (Eastern Time) on July 17, 2019~~ to indicate your intent to respond to this RFP. For planning and preparation purposes, the intent to respond is required from vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Vendor Qualification Response Template (Attachment P) is included within the submittal of your completed Intent to Respond Template. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.

Company Name: _____

Contact Name: _____

Contact Title: _____

Address: _____

Contact Telephone: _____

Contact Email: _____

Fax: _____

Mark **one** of the following:

_____ We **do** plan to respond to this RFP with a proposal for HCM
- Payroll Modernization Services

_____ We **do not** plan to respond to this RFP

Reason if no: _____

Indicate approach(s) to be presented: _____

State of Indiana
RFP 19-105
HCM – Payroll Modernization

Attachment P – Vendor Qualification Response Template

The State intends to select and contract with a single qualified primary Vendor. The following are the mandatory qualifications which must be met in order to qualify to be the primary Vendor. Please submit detailed project experience for each requirement below including client organization, number of employees, PeopleSoft version (e.g. PSv9.x), modules addressed and level of business process transformation.

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) no later than ~~3:00pm (Eastern Time) on July 17, 2019~~ **3:00pm (Eastern Time) on August 15, 2019**. Please ensure that a completed Intent to Respond Template (Attachment O) is included within the submittal of your completed Vendor Qualification Response Template. This is required for preliminary vendor qualification purposes to ensure mandatory requirements are met by those vendors that intend to submit a formal proposal in response to RFP 19-105. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.

1. A qualified primary Vendor must have the experience and ability to lead the process and technology transformation and modernization as explained in this RFP.

Response:

2. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects to successful completion as the primary, contracted Vendor. The experience must include:
 - a. at least 1 PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees who faced similar challenges as those explained in this RFP,
 - and
 - b. at least 1 additional PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a legal entity (i.e. U.S. state government, U.S. local government, private company) with at least 25,000 employees who faced similar challenges as those explained in this RFP.

Response:

3. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 Payroll implementations to successful completion as the primary, contracted Vendor. The experience must include:
 - a. at least 1 PeopleSoft 9.1 or 9.2 HCM Payroll implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees who migrated from a legacy system and faced similar challenges as those explained in this RFP,
 - and
 - b. at least 1 additional PeopleSoft 9.1 or 9.2 HCM Payroll implementation, within the past 7 years, for a legal entity (i.e. U.S. state government, U.S. local government, private company) with at least 25,000 employees who migrated from a legacy system and faced similar challenges as those explained in this RFP.

Response:

4. Please provide details if you have performed both a large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation project and a large PeopleSoft 9.1 or 9.2 HCM Payroll implementation within a single project.

Response:

RFP 19-105 HCM-Payroll Modernization

Attachment Q - Definition and Abbreviations of Terms

IV & V	Independent Verification and Validation
ACA	Affordable Care Act
Alchemy	Document Repository for Agency access of GEAC-related reports
AOS	Auditor of State
AP63	Payroll form completed by the Agency to request change in GEAC
AS47	Non PS Deduction Form
ATC	Alcohol & Tobacco Commission
ATG	Attorney General's Office
Award Recommendation	IDOA's summary to the agency being supported, typically in letter format, of the solicitation and suggestion on vendor selection for the purposes of beginning contract negotiations.
BMV	Bureau of Motor Vehicles
BMVC	Bureau of Motor Vehicles Commission
BOAH	Board of Animal Health
BU	Business Unit
CAFR	Comprehensive Annual Financial Report
CHE	Commission of Higher Education
CJI	Criminal Justice Institute
CODY	Time Solution utilized by DNR Officers
Common File	Labor Distribution information
Contract Award	The acceptance of IDOA's Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
DCS	Department of Child Services
DFI	Department of Financial Institutions
DHS	Department of Homeland Security
DNR	Department of Natural Resources
DOC	Department of Correction
DOE	Deduction or Other Earning
DOE	Department of Education
DOI	Department of Insurance
DOL	Department of Labor
DOR	Department of Revenue
DWD	Department of Workforce Development
EMPLID	PeopleSoft Employee ID
ERM	Employer Reporting Maintenance
FSSA	Family and Social Services Administration

Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFP for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
GCPD	Governor's Planning Council for People w/ Disabilities
GEAC	IN Payroll Solution – An INFOR product
GEAC Master File	Interface to IOT & INDOT - Provides pay-related data and accruals that are loaded into the PeopleSoft 9.1 payroll tables; also feeds data to ESS
GMIS	Government Management Information Services
GSHARE	Share Drive for GEAC-related information
GOV	Governor's Office
HRC	IN Horse Racing Commission
IAC	Indiana Administrative Code
IARA	IN Archives and Records Admin
IBTR	IN Board of Tax Review
IC	Indiana Code
ICRC	IN Civil Rights Commission
IDEM	IN Department of Environmental Management
IDOA	IN Department of Administration
IEDC	IN Economic Development Corporation
IGC	IN Gaming Commission
Implementation	The successful implementation of HCM-Payroll Modernization services at the Indiana Government Center as specified in the contract resulting from this RFP
INHE	IN Commission on Higher Education
INSB	IN School for the Blind
INSC	IN Supreme Court
INSD	IN School for the Deaf
INSM	IN State Museum
INPRS	IN Public Retirement System
INDOT	IN Department of Transportation
Installation	The delivery and physical setup of products or services requested in this RFP
INTAX	DOR program to file state tax
IOT	IN Office of Technology
ISDH	IN State Department of Health
ISL	IN State Library
ISP	IN State Police
ITP	IN Transparency Portal
IURC	IN Utility Regulatory Commission
IVH	IN Veterans Home
JTAC	Judicial Technology & Automation Commission

JWF	JWF Specialty - Long-Term Disability and Worker's Comp Vendor
LG	Lieutenant Governor
LSA	Legislative Services Agency
MPH	Management Performance Hub
OEA	Office of Environmental Adjudication
OIG	IN Office of Inspector General
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: <ol style="list-style-type: none"> 1) The judicial branch 2) The legislative branch 3) A political subdivision (includes towns, cities, local governments, etc.) 4) A state educational institution
OUCC	Office of Utility Consumer Counselor
PAGE	PAGE Process utilized for time capture from 3.5 agencies who do not utilize PeopleSoft Time & Labor - Agencies include: DNR Officers, Court of Appeals, Prosecuting Attorneys, and Legislative Services
Pay Fake	Initial GEAC payroll processing for errors and edits
PCN	Position Control Number
PDC	Public Defenders Council
PERF	Public Employees Retirement Fund - Administered by INPRS
Persons of Interest (POI's)	Individuals paid by State of Indiana
PID	Pension ID
PIMAGE	File provided from GEAC to GMIS – used to create check stub in PeopleSoft
PLA	Professional Licensing Agency
PPAF	Personnel Payroll Action Form
Products	Tangible goods or manufactured items as specified in this RFP
Proposal	An offer as defined in IC 5-22-2-17
PUM	PeopleSoft Update Manager
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract
SBA	State Budget Agency
SBOA	State Board of Account
Services	Work to be performed as specified in this RFP
SGB	Separate Governing Body
SOI	State of Indiana
SOP	Standard Operating Procedures
SPD	State Personnel Department

SOC Code	Code defining job description for DWD
SOS	Secretary of State
State Agency	As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government
TM700	Converts old school GEAC funds to PeopleSoft Funds
TOS	Treasurer of State
Total Bid Amount	The amount that the respondent proposes on Attachment D that represents their total, all-inclusive price.
TRC Code	Time Reporting Code
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products or services requested by this RFP
VSC	Valuable Scope Contribution – A business function that supports the scope of this solicitation
WCB	Worker's Compensation Board
WRSP	White River State Park – Quasi – Not paid through Payroll

**INDIANA’S AUDITOR OF STATE, STATE PERSONNEL
DEPARTMENT, & OFFICE OF TECHNOLOGY**

CONFIDENTIALITY AGREEMENT

RFI & RFP 19-105 HCM - PAYROLL MODERNIZATION

Attachment R

The contractor understands and agrees to maintain the confidentiality of any and all non-public data, materials and information ("confidential and proprietary information"), which it receives from Indiana’s Auditor of State (“AOS”), State Personnel Department (“SPD”), Office of Technology (“IOT”), and partner agencies. The contractor understands and acknowledges that any and all information obtained during the course of its involvement with the HCM-Payroll Modernization (Project), including information regarding internal computer systems or databases, processes, and systems for AOS, SPD, IOT, and partner agencies and/or development of a replacement system, is confidential and proprietary information. The contractor agrees to use the confidential and proprietary information solely for the benefit of the AOS, SPD, IOT, and other partner agencies as it relates to the Project. The contractor will not share or provide, in any manner, any confidential and proprietary information under this confidentiality agreement to any other person ("third party") without the express written consent of the AOS, SPD, IOT, and other partner agencies. The contractor further agrees to return or destroy any confidential and proprietary information as and when the AOS, SPD, IOT, and other partner agencies directs. Upon termination or expiration of the parties' engagement, the contractor shall not retain any confidential and proprietary information for any purpose whatsoever. The contractor understands that any unauthorized disclosure of any confidential and proprietary information may constitute a breach of this confidentiality agreement and may be grounds for the immediate termination of any contract or statements of work between the contractor and the AOS, SPD, IOT, and other partner agencies under which such access or disclosure was permitted, and denial of further work with the AOS, SPD, IOT, and other partner agencies.

Notwithstanding anything to the contrary contained herein, the AOS, SPD, IOT, and other partner agencies understands and acknowledges that the contractor provides services related to information risk management services, project management, and other similar services to other Indiana state agencies and non-Indiana governmental entities. Nothing herein shall preclude the contractor from continuing its work with such entities or from providing additional services related to information risk management services, project management, and other similar services for such entities.

Confidential and proprietary information, as described herein, does not include, and the restrictions contained herein shall not apply to any information that (i) is or becomes generally available to the public through no act or failure to act on the part of the contractor; (ii) can be shown by reasonable documentation to have been known to the contractor at the time of its receipt from the AOS, SPD, IOT, and other partner agencies without an obligation of confidentiality; provided that any information regarding the Project provided by the AOS, SPD, IOT, and other partner agencies prior to the execution of this confidentiality agreement shall be considered confidential/proprietary information as defined herein; or (iii) can be shown by reasonable documentation to have been independently developed by the contractor.

Indiana Auditor of State (AOS)

Name and Title, Printed

Signature

Date

Indiana State Personnel Department (SPD)

Name and Title, Printed

Signature

Date

Indiana Office of Technology (IOT)

Name and Title, Printed

Signature

Date

Contractor / Respondent

Name and Title, Printed

Signature

Date

Pre-Proposal Conference on June 25, 2019

Company Name	MBE/ WBE/ IVOSB	How did you hear about this Pre-Proposal Conference? (Please Circle One, or List Other)
		IDOA Current Opportunities Website Email Solicitation Supplier Diversity Division Other: _____
		IDOA Current Opportunities Website Email Solicitation Supplier Diversity Division Other: _____
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Pre-Proposal Conference on June 25, 2019

Company Name	MBE/ WBE/ IVOSB	How did you hear about this Pre-Proposal Conference? (Please Circle One, or List Other)
		IDOA Current Opportunities Website Solicitation Supplier Diversity Division Other: _____
		IDOA Current Opportunities Website Email Solicitation Supplier Diversity Division Other: _____
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STATE OF INDIANA

Request for Proposal 19-105

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of:

**Auditor of State, State Personnel Department and Indiana Office of
Technology**

Solicitation In Support Of:

**Modernize the Human Resources and Payroll Business Processes
and Technologies**

Response Due Date: August 15, 2019 by 3:00 PM Eastern Time

Sean Cooper, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

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If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. The state also reserves the right to seek the opinion of the PAC for guidance if the state has doubts the cited exception is applicable.	
1.20 TAXES	18
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SECTION ONE GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of the Auditor of State (AOS), State Personnel Department (SPD) and the Indiana Office of Technology (IOT) requires a respondent provide and implement the HCM – Payroll Modernization. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the scope of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 BUSINESS CHALLENGES

AOS Business Challenges

The AOS implemented a Payroll and General Ledger system in 1992 which had very little integration to the State Personnel Department's Human Resources System that was in place at that time. The Human Resources and General Ledger Systems were replaced by PeopleSoft solutions in 1999 and 2009 respectively.

The payroll solution of 1992 has not been effectively enhanced by the vendor over the past few years and the vendor has announced the solution support will no longer be provided past 2023. Even if basic support can be secured through a third-party provider, the capabilities of the solution will become static in the future and the vendor will most likely see the best members of the support staff leave for more stable opportunities. This poses an unacceptable risk for this vital service and solution.

The current solution's constrained processes have limitations that drive operational inefficiency, higher cost, and a higher risk of errors within the AOS and throughout State government. In addition to the operational inefficiencies and risks, it is very cumbersome, if not nearly impossible, to meet new employment and reporting standards without customized, tedious work-arounds.

While AOS and partner organizations continue efforts to improve processes, achieve efficiencies and drive taxpayer benefits, the current solution does not provide an acceptable near-term or long-term foundation.

HCM Business Challenges

The PeopleSoft Human Capital Management system (HCM) was first implemented by the State in 1999. The functionality includes Core HR capabilities, HR data, and Time & Labor. The HCM functionality integrates with PeopleSoft Financials which is used by all State Organizations.

The currently installed HCM version 9.1 will be no longer be able to be part of mainstream Oracle support beginning in September 2019. The non-mainstream Oracle support beginning in September will be more expensive and less comprehensive.

The new PeopleSoft HCM version 9.2 modules have expanded significantly in functionality, scalability, usability, and mobility, along with reduced cost of ownership over the past few releases.

Due to the magnitude of customizations, the State has not been able to implement the expanded HCM functionality since version 8.9. As a result, modules are missing numerous enhancements and software “bug” fixes which prevent SOI from moving forward with critical solutions and infrastructure updates and improvements.

The SOI needs to transition to the most current PeopleSoft HCM version which provides the functionality required to eliminate unnecessary customizations and facilitate streamlined and efficient HR and Payroll processes throughout State government. To avoid falling into the same update problems described previously, a sustainable resource plan for implementing updates and expanded functionality as they become available is required.

1.3 BACKGROUND

In June of 2018, the AOS embarked upon an initiative (Payroll Modernization Project) to modernize and transform business processes, technology, and services supporting State payroll targeting significant tangible and intangible benefits, as well as reduced risk. During Q3 of 2018, the Payroll Modernization team initiated the project and launched efforts to define State-wide current payroll process and future requirements. The State selected International Software Group (ISG) to provide the process and requirement definition services. In October, the team recommended, and executive leadership approved alignment of the future payroll solution with the State’s PeopleSoft ERP strategy.

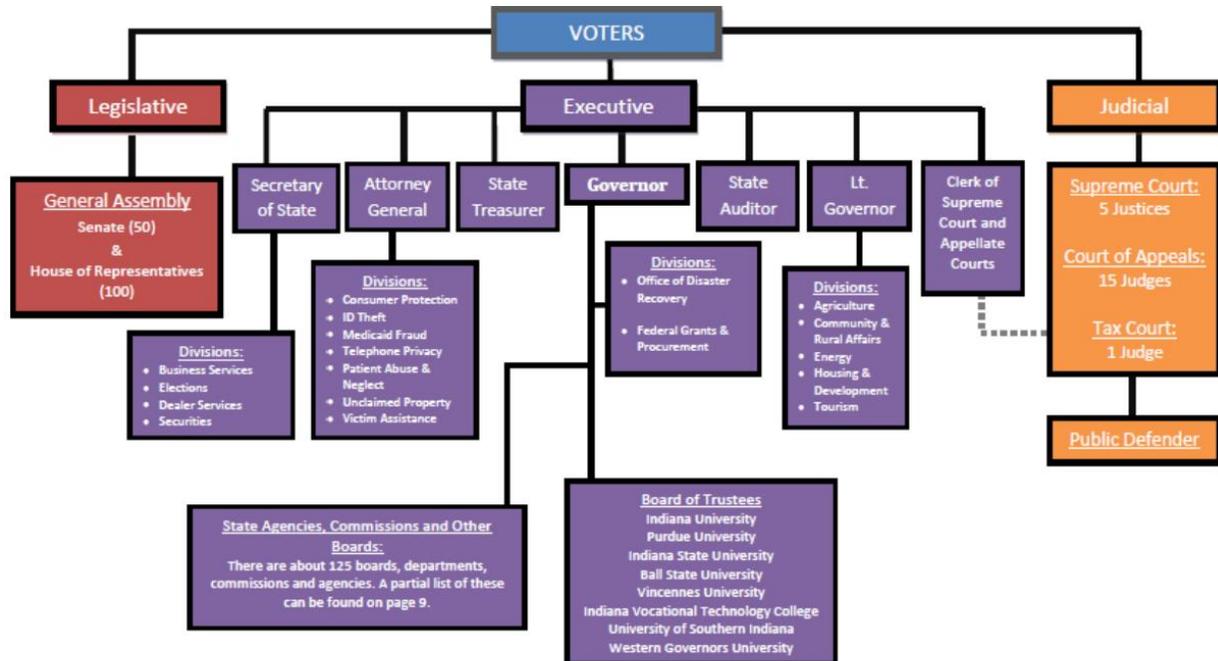
During the 2nd half of 2018, SPD and the Government Management Information Systems (GMIS) revised plans and initiated efforts to assess and evaluate the work necessary to successfully upgrade or re-implement PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2. The assessment identified an initial need for a Fit/Gap effort to evaluate past customizations, socialize the improvements available within the 9.2 product, and design potential solutions with best practices in mind. The Fit-Gap RFS was issued in December of 2018 and the initiative launched in January 2019. The State selected MOTOWN as our partner to provide Fit/Gap and PeopleSoft HCM 9.1 preparation services.

Given the AOS decision to align the future Payroll solution with the State’s PeopleSoft ERP strategy and the realization that both projects targeted an efficient, effective implementation of the State’s PeopleSoft HCM solution on the latest PeopleSoft version, the executive sponsorship approved the merger of the HCM 9.2 Project and Payroll Modernization projects in November of 2018 to create the HCM-Payroll Modernization Project. This alignment was focused on ensuring the funding, resources, business process redesign, communication, training, change management, and implementation timeline are integrated and appropriately supported. A single governance committee will provide the oversight and mechanism of escalation to best position this modernization program for success.

As a result, the AOS, SPD and the IOT are executing an initiative to modernize the human resources and payroll business processes and technologies. The State has assembled a team including members from three branches of government, multiple State agencies and quasi-agencies, boards, commissions, the State Budget Agency (SBA), AOS, SPD and IOT to guide the future of the integrated HCM/Payroll solution in order to bring meaningful change to State operations.

1.4 KEY ORGANIZATIONS

Many organizations throughout the State partner with, or are serviced by, the AOS, SPD and GMIS departments through their technology systems and business processes. The following is an organization chart and listing showing the broad reach of human resource and payroll services:



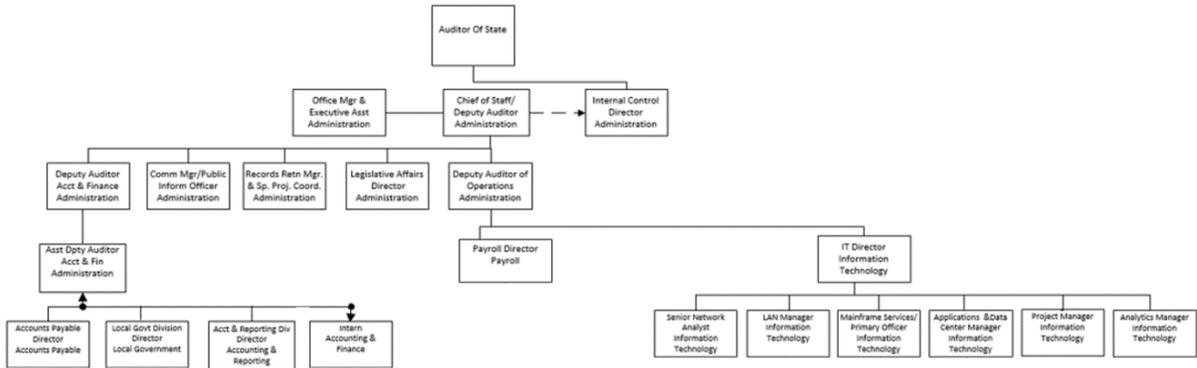
Auditor of State (AOS)

The Indiana AOS is responsible for paying all State employees; State police pension recipients; accounting for State funds, creating the State's Comprehensive Annual Financial Report (CAFR); overseeing and disbursing county, city, town, and school tax distributions; and, paying the State's bills. The AOS is also the Administrator of the State of Indiana Deferred Compensation Plan, known as Hoosier S.T.A.R.T.

The AOS Payroll Department pays 30,000+ State employees, including all elected officials, 1,600+ police pension recipients and retired governor's and governor's widows and several other unique groups. Payroll encompasses all three branches of State government and five additional State entities with separate tax ID numbers (State of Indiana, Bureau of Motor Vehicles, Indiana State Museum, Indiana State Lottery Commission and the Indiana State Police Pension Trust). Payments to employees are made primarily by direct deposit or pay card, although weekly checks and manual warrants are processed. There are close to 150 payroll deduction or other earnings codes (DOE Codes) utilized. The department also calculates, withholds, and reports taxes to the appropriate tax authorities and is responsible for federal and state compliance reporting to various entities. All

payroll processes are processed in-house, including but not limited to W-2 creation and distribution, garnishment processing, all tax reporting and filing, and retirement wage and contribution reporting. The following is the organization chart for AOS:

Indiana AOS Department Organizational Chart



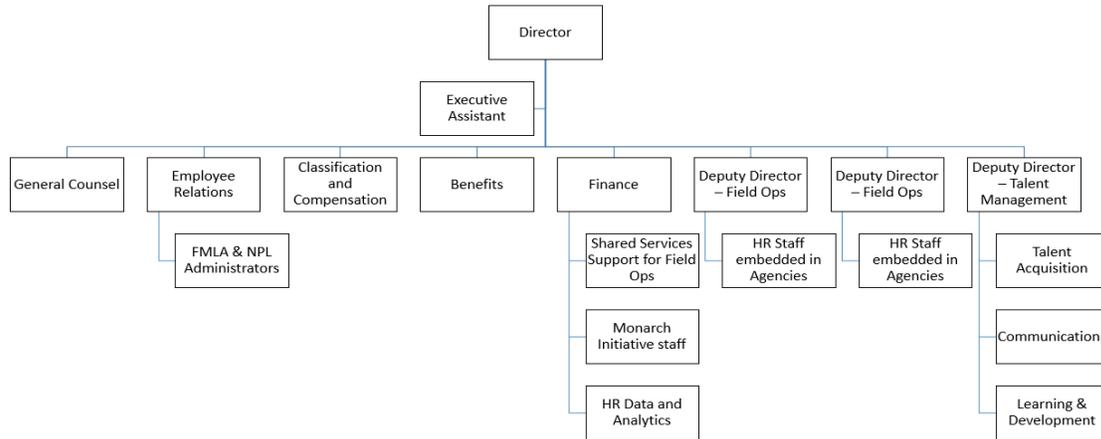
State Personnel Department (SPD)

The Indiana State Personnel Department (SPD) is responsible for providing human resources services for the executive branch of Indiana State Government; administering medical, dental, vision, life, and disability plans and wellness programs for 30,000 State employees and their eligible dependents; developing and administering the classification and compensation plans; recruiting, hiring, and onboarding new employees; setting standards and implementing pay increases related to performance management; managing and reporting on data for employees through the enterprise-wide ERP system; developing and applying standardized policies governing the employment relationship; processing requests for family and medical leave and new parent leave; overseeing drug and alcohol testing programs; and providing advice and counsel to managers.

The SPD employs a staff of 206 FTEs and assigns HR Generalist field staff to provide services directly within partner locations and HR Specialist staff within the central office to accomplish the responsibilities listed above. The SPD Finance division manages the budget and costs allocated for field services provided directly to partner organizations, core responsibilities for SOI as an enterprise, and dedicated benefits funds related to health care plans. The State civil service law, Ind. Code §§ 4-15-2.2, et seq., identifies entities not under SPD's jurisdiction; however, many of those entities do use benefit plans administered by SPD, and data on their employees is housed and managed in the enterprise-wide ERP system. SPD staff also provide advice and counsel on best practices and options to those non-supported entities.

The following is the organization chart for SPD:

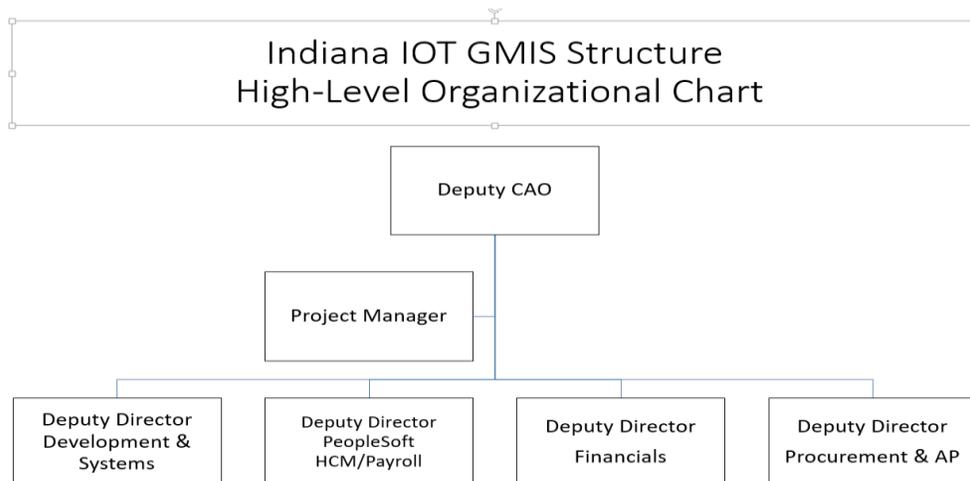
Indiana State Personnel Department High-Level Functional Organizational Chart



Government Management Information Services (GMIS)

GMIS, a department within IOT, provides services for the PeopleSoft Financials, Human Capital Management, and Hyperion ERP systems for all State organizations using PeopleSoft ERP services, as de-fined by Indiana Code. These services include System Administration, Development, Configuration, as well as troubleshooting and break-fixes in partnership with our Business Owners, the ERP Steering Committee, and the ERP Governance Committee.

The following is the organization chart for GMIS:



1.5 SCOPE AND USAGE - PEOPLESOFT HCM AND SUCCESSFACTORS

PeopleSoft is the statewide ERP solution for HR, Supply Chain and Finance functions. All state employees, contractors and parties paid by the Auditor of the State or Benefits managed by State Personnel will be housed and processed in PeopleSoft 9.2. Part of our strategy for upgrade and the implementation of Payroll is to enable our users the ability to do more through self-service and mobile functionality. All transactions related to these core functions are to be performed in PeopleSoft as our system of record.

Several key modules of SuccessFactors are being implemented to streamline some of the areas in HR around talent for agencies that are centrally managed by the State Personnel Department. These modules will be used as bolt-on, front-end applications for several key business functions in HR. An integral part of success in these areas is a seamless integration between PeopleSoft HCM and SuccessFactors.

The table below shows projected status and solutions coverage at time of upgrade/implementation for PeopleSoft and SuccessFactors modules being deployed on the respective systems.

System Modules	Module Name	Status at time of Upgrade/Implementation	Current Planned Solution Coverage
PeopleSoft	Benefits Administration	Licensed and Supported	Statewide Adoption
PeopleSoft	Recruiting Solutions	Decommissioned	NA
PeopleSoft	eBenefits	Licensed and Supported	Statewide Adoption
PeopleSoft	eProfile	Licensed and Supported	Statewide Adoption
PeopleSoft	eProfile Manager	Licensed and Supported	Statewide Adoption
PeopleSoft	HRMS Portal Pack	Licensed and Supported	Statewide Adoption
PeopleSoft	Reporting Tools for HR	Licensed and Supported	Statewide Adoption
PeopleSoft	Time and Labor	Licensed and Supported	Statewide Adoption
PeopleSoft	Enterprise Learning Management	Being Decommissioned	1st Qtr 2021
PeopleSoft	Strategic Hiring Management Workforce Administration	Licensed and Supported	Statewide Adoption
PeopleSoft	ePerformance	Being Decommissioned	2nd Qtr 2020
PeopleSoft	eRecruit	Decommissioned	NA
PeopleSoft	Fundamentals for Human Capital Management	Licensed and Supported	Statewide Adoption
PeopleSoft	Payroll Interface	Licensed and Supported	Statewide Adoption
PeopleSoft	Talent Acquisition Management	Decommissioned	NA
PeopleSoft	Community Portal	Licensed not utilizing	TBD
PeopleSoft	North American Payroll-Including Absence Management	Licensed not utilizing	TBD
PeopleSoft	HCM Warehouse	Licensed not utilizing	TBD
PeopleSoft	eDevelopment	Licensed not utilizing	
PeopleSoft	Workforce Scorecard	Licensed not utilizing	TBD
PeopleSoft	Help Desk for Human Resources	Licensed not utilizing	TBD
PeopleSoft	ePay	Licensed not utilizing	TBD
PeopleSoft	Directory Interface	Licensed not utilizing	TBD
PeopleSoft	eCompensation	Not Licensed	TBD
SuccessFactors	Recruiting	Licensed and Supported	Partial Adoption
SuccessFactors	Onboarding	Licensed and Supported	Partial Adoption
SuccessFactors	Learning	Licensed and Supported	Partial Adoption
SuccessFactors	Succession and Development	Licensed and Supported	Partial Adoption
SuccessFactors	Performance and Goals	Licensed and Supported	Partial Adoption

1.6 PURPOSE OF THE RFP

The purpose of this RFP is to select and contract with a qualified vendor that can provide high quality, proven PeopleSoft HCM/Payroll implementation and support services. The qualified vendor must provide these services drawing upon their high level of PeopleSoft HCM/Payroll transformation and implementation expertise, proven relevant HCM/Payroll implementation knowledge and experience, and excellent understanding of the operational integration required by the business processes of state personnel and payroll departments.

1.7 SUMMARY SCOPE OF WORK

The HCM-Payroll Modernization project is focused on achieving a complete, efficient implementation of the State's PeopleSoft HCM solution including the following objectives:

- Transforming HCM from the current 9.1 version to 9.2 eliminating all unnecessary customizations
- Implementing PeopleSoft HCM payroll capabilities, replacing the GEAC legacy payroll solution, and integrating with other PeopleSoft functions
- Transforming the HR and Payroll processes throughout State government to support the most efficient, effective implementation of the PeopleSoft HCM solution
- Implementing tools and support processes to maintain future HCM product updates and facilitate continuous improvement
- Potentially implementing additional value-added HCM-housed functional capabilities through new modules such as Management of Accruals and Leaves and Compensation

The scope of work includes the necessary vendor leadership and execution services, across all aspects of the project, that are required to deliver on-time, on-budget, on-target results that achieve these goals and objectives.

1.8 RFP OUTLINE

The outline of this RFP document is described below. The State has made significant changes and additions to some of the sections and appendices previously included in the RFI 19-105.

Respondents are encouraged to review the RFI 19-105 for additional background on the activities leading to this RFP, and are directly responsible to make the appropriate RFI and RFP comparisons in order to understand updates. RFI 19-105 will be included in the Bidder's Library defined in Section 1.11.

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business

	Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate respondents’ proposals
Attachment A: M/WBE Participation Plan Form	This attachment provides the template vendors must fill out to explain their ability to meet the M/WBE Participation requirements.
Attachment A1: IVOSB Participation Plan Form	This attachment provides the template vendors must fill out to explain their ability to meet the IVOSB Participation requirements.
Attachment B: Preliminary Contract Terms and Conditions	This is the preliminary Indiana contract terms and conditions.
Attachment C: Indiana Economic Impact Form	Indiana Economic Impact Form
Attachment D: Cost Proposal Template	This attachment documents the cost proposal information as it relates to the proposed strategy, approach and plan.
Attachment E: Business Proposal Template	This attachment provides instructions and required information related to the Business Proposal.
Attachment F1: Technical Proposal – Technical Requirements Workbook	This spreadsheet provides technical and service level requirements considered to be vital to support State’s capabilities for the future.
Attachment F2: Technical Proposal – Functional Requirements Workbook	This spreadsheet will provide the functional requirements for the human resource and payroll processes.
Attachment F3: Technical Proposal – Project Related Requirements Workbook	This attachment provides project related requirements that are considered to be vital or desired to support the State’s HCM and Payroll capabilities for the future.
Attachment F4: Technical Proposal – Approach Template	This attachment provides instructions and a template for vendors to provide their proposed implementation strategy and approach that will drive project success and achieve the State’s goals and objectives.
Attachment F5: Technical Proposal – Project Plan Template	This attachment provides instructions for vendors to provide their proposed implementation plan that will drive project success and achieve the State’s goals and objectives.
Attachment F6: Technical Proposal – Staffing Plan Template	This attachment provides instructions and a template for vendors to provide their proposed staffing plan that will drive project success and achieve the State’s goals and objectives.
Attachment F7: Technical Proposal	This attachment provides instructions and a template for

– Statement of Work Template	vendors to provide their proposed initial Statement of Work that will serve as a starting point for negotiations and collaboration on a final SOW during the later phases of the selection process.
Attachment F8: Technical Proposal – Future-State Process Definition Template	This attachment provides instructions and a template for vendors to provide their proposed future-state process definitions that respond to the State’s future-state process improvement opportunities and recommendations
Attachment G: Question Submission Template	This spreadsheet provides the template for vendors to utilize when submitting questions.
Attachment H1: SOI HCM Compare Report Chart and Data	This attachment depicts the current system from a high level.
Attachment H2: HCM 9.2 Fit-Gap Analysis & RTM Documentation	These attachments show 2 efforts: 1- “Module Name” Customizations. An in-depth analysis of all customizations, wherein, for each customization project, there is identified customizations no longer needed (e.g. replaced by NA Payroll integrations), or can be replaced by delivered 9.2 functionality, or provided a recommendation for if that customization should move forward. In addition, provided is a summary of the number of customizations that can be dropped and a number of how many should be brought forward. Reports, processes, and interfaces are included in this analysis. 2 – “Module Name” RTM. An analysis of the business processes and identification of requirements, documenting for each gap recommended functionality.
Attachment H3: HCM Fit-Gap Recommended Business Process Improvements	This attachment provides a high-level definition of targeted and potential process and system changes to be implemented in version 9.2.
Attachment I: Current Payroll Process Definitions	This attachment provides the detailed current Payroll business process flows and narratives.
Attachment J: Current HCM Process Definitions	This attachment provides the detailed current human resources business process flows and narratives.
Attachment K1: Payroll Technology Solutions Definition	This document provides current Payroll technology solutions information.
Attachment K2: Payroll Technology Solutions Information	This spreadsheet provides more detailed current Payroll technology solutions information concerning interfaces, forms, reports, and conversion sources.
Attachment L: HCM Technology Solutions Definition and Information	This provides more detailed PeopleSoft HCM technology solutions information.
Attachment M1: Payroll	This provides more detailed Payroll technology infrastructure

Technology Infrastructure Description	information.
Attachment M2: Payroll Technology Infrastructure Diagrams	This provides Payroll current infrastructure diagrams.
Attachment N1: HCM Technology Infrastructure Description	This provides more detailed HCM technology infrastructure information.
Attachment N2: HCM Technology Infrastructure Diagrams	This provides current HCM infrastructure diagrams.
Attachment O: Intent to Respond Template	This is required by vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Vendor Qualification Response Template (Attachment P) is included within the submittal of a completed Intent to Respond Template.
Attachment P: Vendor Qualification Response Template	This is required for preliminary vendor qualification purposes to ensure mandatory requirements are met by those vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Intent to Respond Template (Attachment O) is included within the submittal of a completed Vendor Qualification Response Template.
Attachment Q: Definition and Abbreviations of Terms	This provides a definition of terms and acronyms that are used throughout this RFP.
Attachment R: State of Indiana Vendor Confidentiality Agreement	Access to the Bidder's Library will be limited to vendors who either previously submitted a signed "Confidentiality Agreement" as outlined and provided within RFI 19-105 or have signed a "Confidentiality Agreement" (Attachment R of this RFP 19-105) and submitted a request for access to the secured Bidder's Library.
Attachment S: Pre-Proposal Meeting Attendance Roster	Vendors that will be joining the Pre-Proposal Meeting remote via phone are required to submit Attendance Roster prior to the Pre-Proposal Meeting.
Attachment T: Pre-Proposal Meeting Internal Data Tracker	Vendors that will be joining the Pre-Proposal Meeting remote via phone are required to submit Internal Data Tracker prior to the Pre-Proposal Meeting.

1.9 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **June 25, 2019 at 10:00AM Eastern Time** in Indiana Government Center South Conference Center Room C. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

To join meeting via phone:

Dial: 240-454-0887 - Enter Access Code: 737 255 369

To view Presentation Slide Deck during meeting via video:

<https://indiana.webex.com/meet/procurementwebex>

Vendors that will be joining the Pre-Proposal Meeting via phone are required to submit in an email to SeCooper@idoa.IN.gov a completed Pre-Proposal Meeting Attendance Roster (Attachment S) and Pre-Proposal Meeting Internal Data Tracker (Attachment T) prior to the Pre-Proposal Meeting.

IMPORTANT NOTE: Reference Section 1.10 for information about how the State may address questions received before the Pre-Proposal Conference.

1.10 QUESTION/INQUIRY PROCESS

Round 1 Question/Inquiry Requirements and Procedure is as follows:

Round 1 of questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time on June 21, 2019**. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to SeCooper@idoa.IN.gov and must be received by the time and date indicated above. **Questions received before 3:00 p.m. Eastern Time on June 21, 2019 will be reviewed by the State and may be selected for inclusion within a subset of clarification responses for pre-selected questions that will be included within the Pre-Proposal Conference presentation.**

Round 2 Question/Inquiry Requirements and Procedure is as follows:

Round 2 of questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time on July 3, 2019**. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to SeCooper@idoa.IN.gov and must be received by the deadline of **3:00 p.m. Eastern Time on July 3, 2019**.

Following each question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.28. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of AOS, SPD, IOT, or any other participating agency. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.11 BIDDERS LIBRARY

The State has assembled several supporting documents in their Bidder's Library. Access to the Bidder's Library will be limited to vendors who either previously submitted a signed Confidentiality Agreement as outlined and provided within the Request for Information (RFI 19-105) or have signed a Confidentiality Agreement (Attachment R of this RFP 19-105) and submitted a request for access to the secured Bidder's Library. To gain access to the Bidder's Library, submit an emailed request inclusive of a signed Confidentiality Agreement (Attachment R) to SeCooper@idoa.IN.gov.

1.12 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time on August 15, 2019**. Each Respondent must submit **one (1) original CD-ROM or USB "flash drive" (marked "Original")** of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The **original** CD-ROM or USB will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD-ROM or USB may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Sean Cooper, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

If you hand-deliver solicitation responses:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 10 N. Senate Avenue (East side of building). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police. Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

If you ship or mail solicitation responses: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be **sealed** and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.13 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA, and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.14 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.15 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent

providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A preliminary contract is provided in Attachment B. Any requested changes to the preliminary contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.16 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

The State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

1.17 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required, will be discussed in the technical proposal.

1.18 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one Respondent to fulfill the requirements in this RFP.

1.19 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file will be posted on the IDOA website and may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be "public records" unless a specific provision of IC 5-14-3 protects it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate in the Transmittal Letter** which specific provision applies to which specific part of the response. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. Please note citing "Confidential" on an entire section is not sufficient. The Public Access Counselor (PAC) provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance IDOA follows:

- [18-INF-06; Redaction of Public Procurement Documents Informal Inquiry](#)

If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. The state also reserves the right to seek the opinion of the

PAC for guidance if the state has doubts the cited exception is applicable.

1.20 TAXES

Proposals should not include any tax from which the State is exempt.

1.21 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm.

1.22 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations, and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.23 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.24 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of minority, women, and Indiana veteran business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8% for Minority Business Enterprises, 8% for Women Business Enterprises, and 3% for Indiana Veteran Owned Small Businesses have been established and all

respondents will be expected to comply with the regulation set forth in 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5.

Failure to address these requirements may impact the evaluation of your proposal.

1.25 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT (MWBE)

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondent must complete the Subcontractor Commitment Form in its entirety. The amount entered in "TOTAL BID AMOUNT" should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDOA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT (MWBE)

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as

acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate dates the subcontractor will perform work on this contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed, and/or does not reference and match the subcontract amount as a percentage of the “**TOTAL BID AMOUNT**” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State’s M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women’s Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

MINORITY & WOMEN’S BUSINESS COMPLIANCE (MWBE)

If awarded the contract with MWBE subcontractor participation, the Respondent is required to report payments made to MWBE Division subcontractors under the Contract on a monthly basis using the online audit tool, commonly referred to as “Pay Audit.” The Contractor should also notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm

Further, a copy of each subcontractor agreement must be submitted to IDOA’s MWBE Division within thirty (30) days of the effective date of this Contract. The contracts may be uploaded into Pay Audit, emailed to MWBECompliance@idoa.IN.gov; or mailed to MWBE Compliance 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement or failure to meet these commitments could be considered a material breach of this Contract and result in sanctions per 25 IAC 5.

Any changes to this information during the term of the contract must be approved by MWBE Compliance at MWBECompliance@idoa.IN.gov.

1.26 INDIANA VETERAN OWNED SMALL BUSINESS SUBCONTRACTOR COMMITMENT (IVOSB)

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veteran Owned Small Business subcontracting opportunities on a contract awarded under this RFP. The IVOSB Subcontractor Commitment Form is to be submitted alongside the Respondent’s proposal. The Form must show that they are participating in the proposed contract and IVOSB firms that meet the requirements listed at the Veteran’s Business Program website (<http://www.in.gov/idoa/2862.htm>).

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondent must complete the Subcontractor Commitment Form in its entirety. The amount entered in

“**TOTAL BID AMOUNT**” should match the amount entered in the Attachment D, Cost Proposal Template.

If the vendor responding to the RFP is an IVOSB certified entity, the letter confirming same should be submitted with their response. IDOA will verify the certification but will not check for it; therefore the responding vendor has the responsibility to alert IDOA of their certification. The IVOSB respondent will receive the total points for the IVOSB evaluation criteria per section 3.2.7. Additional ISVOB subcontractors must be included if the IVOSB respondent is seeking the additional bonus point.

The IVOSB respondent must list their **company contact information only** on the IVOSB Subcontractor Commitment Form.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVOSB Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVOSB subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](#)) registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor’s veteran business Certification Letter provided by either IDOA or Federal Govt. (VA OSDBU), to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
- IVOSB must have a Bidder ID (see section 2.3.7 - Department of Administration, Procurement Division)
- A Prime Contractor who is an IVOSB can count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the [VA OSDBU](#) or IDOA Certified Firm directories <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVOSB must accompany the IVOSB Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSB of its subcontract amount, a description of products and/or services to be provided on this project, and approximate dates the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed, and/or does not reference and match the subcontract amount as a percentage of the “**TOTAL BID**”

AMOUNT” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State’s IVOSB Program. Questions involving the regulations governing the IVOSB Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

1.27 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.28 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team’s findings.

Key RFP Dates

Activity	Date
Issue of RFP	June 14, 2019
Deadline to Submit Round 1 of Written Questions	June 21, 2019 by 3:00 p.m. Eastern Time
Pre-Proposal Conference	June 25, 2019
Response to Round 1 of Written Questions/RFP Amendments	June 28, 2019
Deadline to Submit Round 2 of Written Questions	July 3, 2019 by 3:00 p.m. Eastern Time
Response to Round 2 of Written Questions/RFP Amendments	July 11, 2019
Intent to Respond & Vendor Qualification Response Templates	July 17, 2019 by 3:00 p.m. Eastern Time August 15, 2019 by 3:00 p.m. Eastern Time
Submission of Proposals	August 15, 2019 by 3:00 p.m. Eastern Time

<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation & Shortlisting	<i>August 15 – September 30, 2019</i>
Proposal Discussions/Clarifications (if necessary)	<i>August 20 – August 23, 2019</i>
Oral Presentations & Demonstrations (if necessary)	<i>October 21 – November 8, 2019</i>
Best and Final Offers (if necessary)	<i>November 18 – December 13, 2019</i>
RFP Award Recommendation	<i>December 2019</i>

1.29 EVIDENCE OF FINANCIAL RESPONSIBILITY (25 IAC 1.1-1-5)

Evidence of financial responsibility, in the amount of 10% of the negotiated total contract dollar amount is required to guarantee the performance of the selected respondent prior to a fully executed contract. The evidence of financial responsibility must remain in effect for the duration of the contract including any/all renewals. The evidence of financial responsibility must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond acquired from a surety company registered with the Indiana Department of Insurance, or other evidence deemed acceptable by the State. Notwithstanding any other provisions relating to the beginning of the term, the contract shall not become effective until the evidence of financial responsibility required by the contract is delivered in the correct form and amount to IDOA Procurement. The evidence of financial responsibility must be submitted to the following address prior to contract execution:

Sean Cooper, Strategic Sourcing Analyst
SeCooper@idoa.IN.gov
 Indiana Department of Administration
 Procurement Division
 402 West Washington Street, Room W468
 Indianapolis, IN 46204

1.30 CONFLICT OF INTEREST

Any person, firm, or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP “person” means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM or USB should be organized to mirror the sections below and the attachments.
- Each form, workbook and template, including the Transmittal Letter, Business Proposal Template, Technical Proposal templates and workbooks, and Cost Proposal Template, must be separate standalone electronic files on the CD-ROM or USB in their original format (e.g. Excel, Word).
- Do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM or USB.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirements listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal

Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.**

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq. (see section 1.19).

Provide the following information:

- List all documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
- Provide a separate redacted (for public release) version of the document.

2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions from consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

2.3.5 Contract Terms/Clauses

A preliminary contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the preliminary contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses within your transmittal letter. If a non-mandatory clause is not acceptable as worded, suggest

specific alternative wording to address issues raised by the specific clause and include within Section 2.3.15 of the Business Proposal Template (Attachment E). If you require additional contract terms, please include within Section 2.3.15 of the Business Proposal Template (Attachment E). To reiterate, it is the State's strong desire to not deviate from the preliminary contract provided in Attachment B and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondent's response may be incorporated as part of the final contract.

2.3.6 References

The Respondent must include a list of at least four (4) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Said list of four (4) clients must be inclusive of at least two (2) clients for whom the Respondent has provided products and/or services that meet the mandatory requirements defined within Attachment P. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations, and limited liability companies. The Respondent must

indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up to register vendors interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

IVOSB entities (whether a prime or subcontractor) must have a bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes and will be subject to the provisions thereof. For each portion of the

proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5. See Sections 1.21, 1.22 and Attachments A/A1 for Minority, Women, and Veteran Business information.

IVOSB entities (whether a prime or subcontractor) must have a bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA (please see section 2.3.7, Department of Administration, Procurement Division for details).

2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.29 for details.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.29.

2.3.11 General Information

Each Respondent must enter your company's general information including contact information.

2.3.12 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

2.3.13 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

2.3.14 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. Respondent must clearly indicate which preference they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.

Buy Indiana

Refer to Section 2.7 for additional information.

2.4 TECHNICAL PROPOSAL

The Technical Proposal is a series of workbooks and templates as follows:

- Attachment F1 Technical Requirements Workbook
- Attachment F2 Functional Requirements Workbook
- Attachment F3 Project Related Requirements Workbook
- Attachment F4 Approach Template
- Attachment F5 Project Plan Template
- Attachment F6 Staffing Plan Template
- Attachment F7 SOW Template
- Attachment F8 Future-State Process Definition Template

The Technical Proposal must be submitted in the separate workbooks or templates described above. Every point made in each workbook or template must be addressed in the order given. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

2.4.1 Attachment F1 - Technical Requirements Workbook

Attachment F1 provides technical and service level standards and requirements that are considered to be vital or desired to support the State's required HCM and Payroll capabilities

for the future. The Respondent must answer each of the questions in a manner consistent with the instructions in Attachment F1.

Attachment F1 is an Excel workbook with the following worksheets:

- Instructions
- Recommended Infrastructure
- General Requirements
- Security Requirements
- Service Level Requirements
- Reporting + Query Requirements
- Interface Requirements
- Conversion Requirements
- Development Requirements

Service levels for solution and infrastructure services are extremely important. The service provider's ability to implement the systems to meet or exceed the required service levels will be a key evaluation criteria during the RFP process.

Additional Information concerning the State's HCM and Payroll technology solutions and infrastructure footprint is included in Attachments H, K, L, M and N.

2.4.2 Attachment F2 – Functional Requirements Workbook

Attachment F2 provides functional requirements by major process area that are considered to be vital or desired to support the State's required HCM and Payroll capabilities for the future. The Respondent must answer each of the questions in a manner consistent with the instructions in Attachment F2.

Attachment F2 is an Excel workbook with the following worksheets:

- Instructions
- Personnel Administration
- Classification and Compensation
- Benefits Administration
- Payroll
- Time
- Leave
- Allocations
- Current Payroll Reports Info
- Current Payroll Forms Info

AOS, SPD and GMIS have followed a process-driven approach toward defining requirements. They have documented enterprise processes based on known leading practices, industry standards, and Indiana-specific legislative and policy mandates.

Additional Information concerning the State's HCM and Payroll business processes and functions is included in Attachments I, J, K and L.

2.4.3 Attachment F3 – Project Related Requirements Workbook

Attachment F3 provides project related requirements that are considered to be vital or desired to support the State's HCM and Payroll capabilities for the future. The Respondent must answer each of the questions in a manner consistent with the instructions in Attachment F3.

Attachment F3 is an Excel workbook to capture responses to project related methodology and service requirements in the following worksheets:

- Instructions
- Project Related Requests
- Project Management
- Org Change Management
- Training

Please note the important notice in Attachment F3 Project Related Requirements Workbook, worksheet "Training", item "PRTR-003" concerning the State's request for a complete training services plan.

- Testing
- Vendor Team Experience
- Project Build & Design
- Cutover & Support

2.4.4 Attachment F4 – Approach Template

Attachment F4 provides instructions and a template for vendors to provide their proposed implementation strategy and approach that will drive project success and achieve the State's goals and objectives. The Respondent should demonstrate to the State that the Respondent has attained a high level of PeopleSoft HCM/Payroll transformation and implementation expertise, a high level of HCM/Payroll knowledge, and an excellent understanding of the way state personnel and payroll departments operate.

Attachment F4 is a Word document.

All information in this Approach Template must be consistent and coordinated with the information in this RFP including the Project Plan, Staffing Plan, Statement of Work, Future State Processes, and Cost Proposal templates.

2.4.5 Attachment F5 – Project Plan Template

Attachment F5 provides instructions for vendors to provide their proposed implementation plan that will drive project success and achieve the State's goals and objectives.

Attachment F6 is a Word document, however, the required response is a MS Project plan.

All information in this Project Plan Template must be consistent and coordinated with the information in this RFP including the Approach, Staffing Plan, Statement of Work, Future State Processes, and Cost Proposal templates.

2.4.6 Attachment F6 – Staffing Plan Template

Attachment F6 provides instructions and a template for vendors to provide their proposed staffing plan that will drive project success and achieve the State’s goals and objectives. The Respondent must complete the template in a manner consistent with the instructions in this template.

Attachment F6 is an Excel workbook with the following worksheets:

- Instructions
- Staffing Summary
- State Staffing
- Vendor Staffing
- Vendor Partner Staffing
- Third Party Staffing
- Additional Information
- Assumptions

All information in this Staffing Plan Template must be consistent and coordinated with the information in this RFP including the Approach, Project Plan, Statement of Work, Future State Processes, and Cost Proposal templates.

2.4.7 Attachment F7 – Statement of Work Template

Attachment F7 provides instructions and a template for vendors to provide their proposed initial Statement of Work that will serve as a starting point for negotiations and collaboration on a final SOW during the later phases of the selection process. The SOW should include the strongest performance standards and service levels the vendor believes they can accept.

Attachment F7 is a Word document.

All information in this Statement of Work Template must be consistent and coordinated with the information in this RFP including the Approach, Project Plan, Staffing Plan, Future State Processes, and Cost Proposal templates.

2.4.8 Attachment F8 – Future-State Process Definition Template

Attachment F8 provides instructions and a template for vendors to provide their proposed future-state process definitions that respond to the State’s future-state process improvement opportunities and recommendations outlined in Attachments H3 and H4. This template will provide key definitions demonstrating the Respondent’s level of PeopleSoft HCM/Payroll

solution transformation and implementation expertise, level of HCM/Payroll knowledge, and overall understanding of the way state personnel and payroll departments operate.

Attachment F8 is a Word document.

All information in this Future-State Process Definition Template must be consistent and coordinated with the information in this RFP including the Approach, Project Plan, Staffing Plan, Statement of Work, and Cost Proposal templates.

2.5 COST PROPOSAL

This section documents the cost proposal information as it relates to the proposed strategy, approach and plan. The State is interested in evaluating the costs and expected benefits to be realized from the proposed scope of services. The State will have an eye for implementation approaches that provide early benefits, low risk and reflect the realization that time is the enemy of major transformation projects.

The Cost Proposal Template, Attachment D, is an Excel workbook with the following worksheets:

- Instructions
- Cost Proposal Narrative
- Cost Summary
- Cost Proposal Assumptions
- Payment Schedule
- Solution Products and Services
- Implementation Services
- Other Imp Services And Products
- Impl Mnt Services And Products
- Post-Impl Mnt Svcs and Products
- Other Post-Impl Svcs and Prods
- Benefit Expectations

All information in this Cost Proposal Template must be consistent and coordinated with the information in this RFP including the Approach, Project Plan, Staffing Plan, Statement of Work, and Future-State Process Definition templates.

Cost Proposal Narrative

The Respondent should provide a brief narrative in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal. For example, evaluators will expect detailed explanation of *Maintenance and Support* to correspond to *Maintenance and Support items* if described in the Technical Proposal. **Please include said narrative within the Cost Proposal Narrative tab of the Cost Proposal Template (Attachment D).**

Cost Assumptions, Conditions and Constraints

The respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the respondent in the development of the respondent's Technical Proposal that have a material impact on price. It is in the best interest of the respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions or constraints that conflict with the RFP requirements are not acceptable. **Please include said cost assumptions, conditions, and constraints within the Cost Proposal Assumptions tab of the Cost Proposal Template (Attachment D).**

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an “Indiana Economic Impact” form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 “Total amount of this proposal, bid, or current contract” should match the amount entered in the Attachment D, Cost Proposal Template.

2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business’ status. The registration process should be complete at the time of proposal submission.

Respondent must clearly indicate which preference(s) they intend to claim in the Business Proposal, Attachment E, section 2.3.14 (Respondent will only be evaluated on the criteria selected/cited from IC 5-22-15-20.5).

Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by buyindianainvest@idoa.in.gov included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.

Respondents must also fully complete the Indiana Economic Impact form (Attachment C) and include it with their proposal response.

Defining an Indiana Business:

“Indiana business” refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment in Indiana of \$5 million or more in plant and/or equipment or annual lease payments in Indiana of \$2.5 million or more shall qualify as an Indiana business under I.C.5-22-15-20.5 (b)(4).

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under I.C. 5-22-15-20.5 (b)(5).

SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA, AOS, SPD, and IOT for further action, such as contract negotiations. If, however, IDOA, AOS, SPD, and IOT decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). Negative points may be assigned in the cost score. Additionally, there is an opportunity for a bonus of three points if certain criteria are met. For further information, please reference Sections 3.2.6 and 3.2.7 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	52 available points
3. Cost (Cost Proposal)	23 available points
4. Indiana Economic Impact	5
5. Buy Indiana	5
6. Minority Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Business Enterprise (IVOSB) Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.7)
Total	100 (103 if bonus awarded)

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

- 3.2.1 Adherence to Requirements – Pass/Fail
Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 75 points.

- 3.2.2 Management Assessment/Quality
52 available points

- 3.2.3 Price
23 available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 23 points. The normalization formula is as follows:

- $Respondent's\ Cost\ Score = (Lowest\ Cost\ Proposal / Total\ Cost\ of\ Proposal) \times 23$

- 3.2.4 Indiana Economic Impact (5 points)

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) Indiana resident employees for the Respondent's proposal, to execute the scope of work proposed in this RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, for more detailed instructions.

- 3.2.5 Buy Indiana Initiative – 5 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

- 3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the

MBE and WBE goals listed in Section 1.24 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)

If the respondent’s commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent’s commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable VSC participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Owned Small Business Subcontractor Commitment - (5 points).

The following formula will be used to determine points to be awarded based on the IVOSB goal listed in Section 1.24 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVOSB participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established IVOSB goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

If the respondent’s commitment percentage is 0% for IVOSB participation, a deduction of 1 point will be assessed.

The IVOSB prime respondent commitment will be 3%, and will receive 5 points. Any additional IVOSB subcontractor commitments will be added to the 3%.

The respondent with the greatest applicable VSC participation which exceeds the stated goal for the IVOSB category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the IVOSB category both firms will receive 6 points.

3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

Indiana Department of Administration

On Behalf Of:

**Indiana's Auditor of State (AOS), State Personnel Department (SPD)
and the Indiana Office of Technology (IOT)**

Request for Proposal 19-105

**Modernize the Human Resources and Payroll Business Processes and
Technologies**

Pre-Proposal Conference

June 25, 2019

10:00 AM

Mark Hempel

Indiana Department of Administration



Agenda

- General Information
- RFP Information
 - Purpose and Term of RFP
 - Mandatory Requirements
 - Key Dates
- Proposal Preparation & Evaluation
- Minority and Women's Business Enterprises (M/WBE)
- Indiana Veteran Owned Small Business (IVOSB)
- Question and Answer



General Information

- Sign-In Sheet for Attendees
- Sign-In Sheet and PowerPoint will be posted on IDOA's Solicitation Website
- Hold questions until the end of the presentation
 - *Any verbal response is not considered binding; respondents are encouraged to submit any question formally in writing if it affects the proposal that will be submitted to the state.*



Key Dates

Activity	Date
Issue of RFP	June 14, 2019
Deadline to Submit Round 1 of Written Questions	June 21, 2019 by 3:00 p.m. Eastern Time
Pre-Proposal Conference	June 25, 2019
Response to Round 1 of Written Questions/RFP Amendments	June 28, 2019
Deadline to Submit Round 2 of Written Questions	July 3, 2019 by 3:00 p.m. Eastern Time
Response to Round 2 of Written Questions/RFP Amendments	July 11, 2019
Intent to Respond & Vendor Qualification Response Templates	July 12, 2019 by 3:00 p.m. Eastern Time
Submission of Proposals	August 15, 2019 by 3:00 p.m. Eastern Time
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation & Shortlisting	<i>August 15 – September 30, 2019</i>
Proposal Discussions/Clarifications (if necessary)	<i>August 20 – August 23, 2019</i>
Oral Presentations & Demonstrations (if necessary)	<i>October 21 – November 8, 2019</i>
Best and Final Offers (if necessary)	<i>November 18 – December 13, 2019</i>
RFP Award Recommendation	<i>December 2019</i>



Team Introductions

Glen Baker Program Leader

State Leaders

Brent Plunkett	AOS	Scarlette Harden	GMIS
Sally Burnell	SPD		
Brandy Hooton	GMIS	Paula Hart	AOS
Christy Tittle	SPD	Stan Kirk	AOS
Kristy Hall	SPD	Shannon Bay	AOS
Joanne Weber	GMIS	Margaret Blackburn	AOS
Sean Cooper	IDOA		

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Purpose of the RFP

- Select a **qualified** partner to provide PeopleSoft HCM 9.2 process and technology transformation and implementation services
 - **Transforming HCM from the current 9.1 version to 9.2** eliminating all unnecessary customizations
 - **Implementing PeopleSoft HCM payroll capabilities**, replacing the GEAC legacy payroll solution, and integrating with other PeopleSoft functions
 - **Transforming the HR and Payroll processes** throughout State government to support the most efficient, effective implementation of the PeopleSoft HCM solution
 - **Implementing tools and support processes** to maintain future HCM product updates and facilitate continuous improvement
 - Potentially **implementing additional value-added HCM-housed functional capabilities** through new modules and capabilities such as Management of Accruals and Leaves, and Compensation



Mandatory Respondent Qualifications

- A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects to successful completion as the primary, contracted Vendor. The experience must include:
 - at least 1 PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees who faced similar challenges as those explained in this RFP,
 - and
 - at least 1 additional PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a legal entity (i.e. U.S. state government, U.S. local government, private company) with at least 25,000 employees who faced similar challenges as those explained in this RFP.



Mandatory Respondent Qualifications

- A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 Payroll implementations to successful completion as the primary, contracted Vendor. The experience must include:
 - at least 1 PeopleSoft 9.1 or 9.2 HCM Payroll implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees who migrated from a legacy system and faced similar challenges as those explained in this RFP,
 - and
 - at least 1 additional PeopleSoft 9.1 or 9.2 HCM Payroll implementation, within the past 7 years, for a legal entity (i.e. U.S. state government, U.S. local government, private company) with at least 25,000 employees who migrated from a legacy system and faced similar challenges as those explained in this RFP.



Term of RFP

- Contract Term
 - The term of the contract shall be for the implementation period and 6 months of post-implementation support as defined in the Cost Proposal.
 - Given the critical future support dates affecting both the PeopleSoft HCM 9.1 and GEAC Payroll systems, it should be concluded that an implementation period exceeding 30 months could be problematic.



Business Proposal

(Attachment E)

- Company Financial Information (Section 2.3.3)
 - Confidential information must be kept separate from the proposal in both hard and soft copy
- References (Section 2.3.6)
 - Respondent should include clients that closely match the scope and complexity of the services requested in the RFP
- Contract Terms & Conditions (Section 2.3.5 of RFP and 2.3.15 of Business Proposal)
 - Respondent should review the Preliminary State contract and note exceptions to State mandatory and non-mandatory clauses within Section 2.3.15 of the Business Proposal

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Technical Proposal

(Attachment F)

- Please use the Templates and Workbooks we have provided for you.
 - Technical Requirements Workbook
 - Functional Requirements Workbook
 - Project Related Workbook
 - Approach Template
 - Project Plan Template
 - Staffing Plan Template
 - Statement of Work Template
 - Future-State Process Definition Template
 - Where appropriate, supporting documentation may be referenced by a page and paragraph number, and including the applicable ID number from the template.

Indiana Department of Administration



Cost Proposal

(Attachment D)

- The cost proposal is designed to capture significant cost detail by phase, month, project milestone and service provider where appropriate.
 - Cost Summary Detail
 - Implementation Services and Products
 - Implementation Maintenance Services and Products
 - Post-Implementation Maintenance Services and Products
 - Payment Schedule Detail
 - By month based on project plan milestones
- Cost proposal detail must be aligned and consistent with appropriate detail in the business and technical proposals.

Indiana Department of Administration



Proposal Preparation

- Buy Indiana, Business Proposal (2.3.14)
 - Status shall be finalized by proposal due date
 - 5 definitions, details provided in Business Proposal
 - **Email confirmation included in proposal from buyindianainvest@idoa.in.gov (See section 2.7)**
 - This is required for any of the 5 criteria
- Indiana Economic Impact, Attachment C
 - Definition of FTE (Full-Time Equivalent)
 - Example: If a Respondent has 5 full time employees and is bidding on its 5th contract, and all contracts get an equal amount of commitment from the employees then each employee commits 20% of his or her time to the new contract:
 - $0.2 \times 5 \text{ employees} = 1 \text{ FTE}$.



Proposal Preparation

- Attachment D (Cost Proposal) must be returned in Excel
- Use the templates and workbooks provided for all answers
- Do not alter excel templates or workbooks except to add rows of detail where applicable
- Submit all questions using templates and workbooks provided



Proposal Evaluation

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	52 available points
3. Cost (Cost Proposal)	23 available points
4. Indiana Economic Impact	5 points
5. Buy Indiana	5 points
6. Minority Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Owned Small Business Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.7)
Total	100 (103 if bonus awarded)

Indiana Department of Administration



Minority and Women's Business Enterprises

Mission/Vision

- Promote, monitor, and enforce the standards for certification of minority and women's business enterprises.
- Provide equal opportunity to minority and women enterprises in the state's procurement and contracting process.

Nondiscrimination and Antidiscrimination Laws

- Pursuant to Indiana Civil Rights Law, specifically IC §22-9-1-10, every state contract shall contain a provision requiring the contractor and subcontractors to not discriminate against any employee or applicant with respect to Protected Characteristics



Minority and Women's Business Enterprises

Contact Information

- Phone: 317-232-3061
- E-mail: mwbecompliance@idoa.in.gov
- Web: www.in.gov/idoa/mwbe

Complete Attachment A, MWBE Form

- Include sub-contractor letter of commitment

Goals for Proposal

- 8% Minority Business Enterprise
- 8% Women's Business Enterprise



**ATTACHMENT A
MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idca/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "TOTAL BID AMOUNT" should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDCA Directory of Certified Firms, on or before the proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDCA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idca/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF
COMMITMENT (MWBE)**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "TOTAL BID AMOUNT" and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idca/2352.htm>.

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Minority and Women's Business Enterprises

Prime contractors must ensure that the proposed subcontractors meet the following criteria:

- Are listed in the IDOA Directory of Certified Firms, on or before the proposal due date, national diversity plans are generally not accepted. The directory can be found here: <http://www.in.gov/idoa/mwbe/2743.htm>
- **Serve a Valuable Scope Contribution (VSC) on the engagement, as confirmed by the State.**
- Provide the goods or services specific to the contract and within the industry area for which it is certified

Indiana Department of Administration



Minority and Women's Business Enterprises

Prime contractors should note the following:

- Subcontractors' MBE/WBE Certification Letter, provided by IDOA, must accompany the proposal to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- Pursuant to 25 IAC 5-6-2(b)(d), a Prime Contractor who is a MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.



STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP# 19-105

DUE DATE: August 15, 2019

TOTAL BID AMOUNT: _____

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		Contact Person:	
Company Name:		E-mail:	
Address:		Telephone Number:	Fax Number:
		()	()
Sub-Contract Amount:		Describe service/product to be provided and how this is a Valuable Scope Contribution of the Contract:	
Sub-Contract Percentage of Total Bid:			
Provide approximate dates when Sub-Contractor will perform on this project:			

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		Contact Person:	
Company Name:		E-mail:	
Address:		Telephone Number:	Fax Number:
		()	()
Sub-Contract Amount:		Describe service/product to be provided and how this is a Valuable Scope Contribution of the Contract:	
Sub-Contract Percentage of Total Bid:			
Provide approximate dates when Sub-Contractor will perform on this project:			

Respondent Firm _____	Telephone Number _____
Address _____	Fax Number _____
City/State/Zip Code _____	Email Address _____
Representative _____	Authorizing Signature _____
Date _____	Printed Name and Title _____

Please check if additional forms are attached.
Page _____ of _____

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.



Minority and Women's Business Enterprises

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP# 19-105

DUE DATE: August 15, 2019

TOTAL BID AMOUNT:

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name:		Contact Person:	
Address:		E-mail:	
		Telephone Number: ()	Fax Number: ()
Sub-Contract Amount:		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Sub-Contract Percentage of Total Bid:			
Provide approximate dates when Sub-Contractor will perform on this project:			

Indiana Department of Administration



Minority and Women's Business Enterprises

- **New Process** – Effective 2014, MWBE scoring is conducted based on 10 points plus a possible 2 bonus points scale

 - MBE: Possible 5 points + 1 bonus point

 - WBE: Possible 5 points + 1 bonus point

- **Professional Services Scoring Methodology:**

 - The points will be awarded on the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

Fractional percentages will be rounded up or down to the nearest whole percentage

 - If the respondent's commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

 - Submissions of 0% participation will result in a deduction of 1 point in each category

 - The highest submission which exceeds the goal in each category will receive 6 points (5 points plus 1 bonus point). In case of a tie both firms will receive 6 points



Indiana Veteran Owned Small Business

Contact Information

- Phone: 317-232-3061
- E-mail: Indianaveteranspreference@idoa.in.gov
- Web: www.in.gov/idoa/2862.htm

Complete Attachment A1, IVOSB Form

- Include sub-contractor letters of commitment

Goals for Proposal

- 3% Indiana Veteran Owned Small Business



**ATTACHMENT A1
INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with Section 1.22, the respondent is expected to submit with its proposal an Indiana Veteran Owned Small Business (IVOSB) RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Indiana Veteran Owned Small Business(es) listed in the [VA OSDBU](#) registry, or listed on the IDOA Directory of Certified Firms that conform to the IVOSE rules as laid out at <http://www.in.gov/idoa/2862.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "TOTAL BID AMOUNT" should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to address these goals may affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVOSE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](#)) registry or listed on the IDOA Directory of Certified Firms, on or before the proposal due date
- Prime Contractor must include with their proposal the subcontractor's veteran business Certification Letter provided by either IDOA or Federal Govt. ([VA OSDBU](#)), to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSE
- A Prime Contractor who is an IVOSE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.
- Must provide goods or service only in the industry area for which it is certified as listed in the [VA OSDBU](#) or IDOA Certified Firm directories, <http://www.in.gov/idoa/2852.htm>
- Must be used to provide the goods or services specific to the contract

**INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR LETTER OF
COMMITMENT**

A signed letter(s), on company letterhead, from the IVOSE must accompany the IVOSE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The IVOSE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "TOTAL BID AMOUNT" and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's IVOSE Program. Questions involving the regulations governing the IVOSE Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.



Indiana Veteran Owned Small Business

Prime contractors should note the following:

- Pursuant to 25 IAC 9-4-1(c), a Prime Contractor who is an IVOSB can use their own workforce to count toward the goal.
- IVOSB must have a Bidder ID (see section 2.3.7 - Department of Administration, Procurement Division).
- Prime contractor and/or subcontractors' Certification Letter(s), provided by IDOA or VA OSDBU, must accompany the proposal to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see section 1.21), or IVOSB.

Indiana Department of Administration



Indiana Veteran Owned Small Business

Prime contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](#)) registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date.
- **Serve a Valuable Scope Contribution (VSC) on the engagement, as confirmed by the State.**
- Provide the goods or services specific to the contract and within the industry area for which it is certified

Indiana Department of Administration



STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019

TOTAL BID AMOUNT: _____

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount: Sub-Contract Percentage of Total Bid:	Telephone Number: ()	Fax Number: ()
	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount: Sub-Contract Percentage of Total Bid:	Telephone Number: ()	Fax Number: ()
	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

Respondent Firm	Telephone Number
Address	Fax Number
City/State/Zip Code	Email Address
Representative	Authorizing Signature
Date	Printed Name and Title

Please check if additional forms are attached.
Page _____ of _____

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.



Indiana Veteran Owned Small Business

STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019

TOTAL BID AMOUNT:

Company Name:	Contact Person:
Address:	E-mail:
	Telephone Number: ()
	Fax Number: ()
Sub-Contract Amount:	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>
Sub-Contract Percentage of Total Bid:	
Provide approximate dates when Sub-Contractor will perform on this project:	

Indiana Department of Administration



Indiana Veteran Owned Small Business

- **New Process** - IVOSB scoring is conducted based on 5 points plus a possible 1 bonus point scale
 - IVOSB: Possible 5 points + 1 bonus point

- **Professional Services Scoring Methodology:**

- The points will be awarded on the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

- Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)
- Submissions of 0% participation will result in a deduction of 1 point in each category
- The highest submission which exceeds the goal in each category will receive 5 points (5 points plus 1 bonus point). In case of a tie both firms will receive 6 points.



IDOA Subcontractor Scoring

RFP MBE/WBE/IVOSB Scoring Example

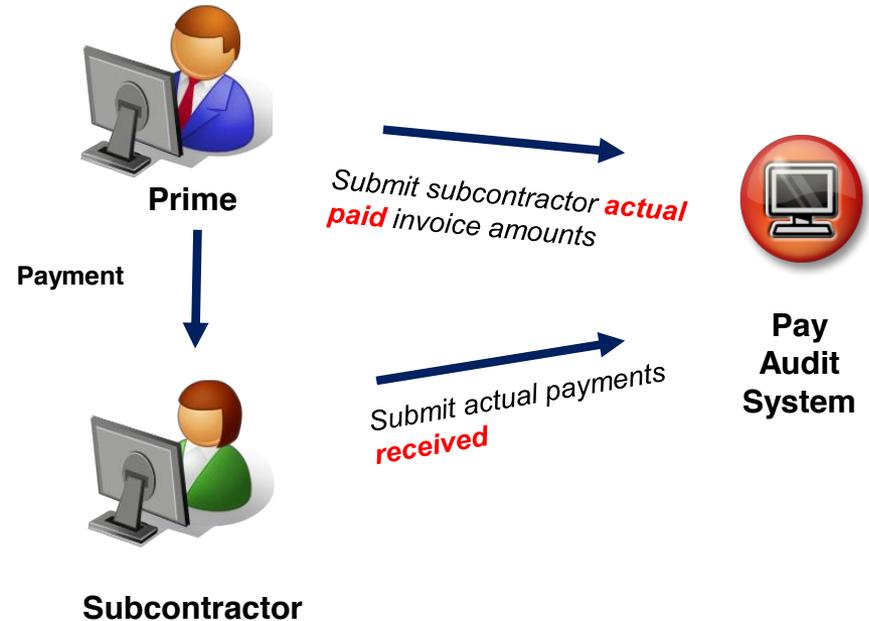
Bidder	MBE %	Pts.	WBE %	Pts.	IVOSB %	Pts.	Total Pts.
Bidder 1	12.0%	5.0	10.0%	6.0	3.5%	6.0	17.00
Bidder 2	6.0%	3.75	4.0%	2.5	1.8%	3.0	9.25
Bidder 3	8.0%	5.0	8.0%	5.0	3.0%	5.0	15.00
Bidder 4	16.0%	6.0	0.2%	0.0	0.6%	1.0	7.00
Bidder 5	0.0%	-1.0	0.0%	-1.0	0.0%	-1.0	-3.00



Subcontractor Compliance

Pay Audit System

- Tool utilized to monitor the state's diversity spend for subcontractors
- Selected primes and subcontractors are required to report payments submitted or received through this web-based tool
- Based on contract terms payments should be reported monthly or quarterly
- **Questions?** Contact Division of Supplier Diversity
 - mwbecompliance@idoa.in.gov
 - www.in.gov/idoa/mwbe/payaudit.htm



Additional Information

IDOA PROCUREMENT LINKS AND NUMBERS

<http://www.in.gov/idoa/2354.htm>

A. For Vendor Registration Questions:

<http://www.in.gov/idoa/2464.htm>

B. Secretary of State of Indiana:

Can be reached at (317) 232-6576 for registration assistance. www.in.gov/sos

C. See Vendor and Supplier Resource Center:

<http://www.in.gov/idoa/3106.htm>

D. Minority and Women Owned Business Enterprises:

Link to more information and full listing of IDOA Minority and Women Owned Businesses

<http://www.in.gov/idoa/2352.htm>

E. Indiana Veteran Owned Small Business Program:

Link to more information and full listing of Indiana Veteran Owned Small Businesses:

<http://www.in.gov/idoa/2862.htm>. To search certified IVOSBs: <https://www.vip.vetbiz.va.gov>

F. RFP posting and updates:

Go to <http://www.in.gov/idoa/2354.htm> (select “Current Opportunities” link)

Scroll through table until you find desired RFP number on left-hand side and click the link.

Indiana Department of Administration



Questions

Any verbal response is not considered binding; respondents are encouraged to submit any question formally in writing if it affects the proposal that will be submitted to the state.

Indiana Department of Administration



RFP 19-105: Modernize the Human Resources and Payroll Business Processes and Technologies

PRE-PROPOSAL CONFERENCE

Tuesday, June 25, 2019 at 10:00 AM in Conference Room C, IGCS

ATTENDANCE ROSTER

Company Name	MBE/WBE/IVOSB	Company Address	Contact Name	Telephone/Email
GNC Consulting	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	4119 S. LaGrange Rd Frankfort, IL 60423	Barb Perozzi Garry Cooper	815-341-8518
Serra-Cedar	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	1255 W. Alph Aldern Drive Apharetz GA 30005	Stephanie Papp Mike Youngwirth	312-399-4952 918-688-1666
ERPA Group	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	425 Metro Place North Suite 570 Dublin, OH 43017	Steve Keouzi	630 450 1747 Skeouzi@ERPAgroup.com
Knowledge Services	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	5875 Castle Creek Park Indpls IN 46250	Barbara Brown	317-806-6107 barbb@knowledgeservices.com
ERPA Group	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	425 Metro Place North Suite 570 Dublin OH 43017	Judie Meeks	647 719 9222 x7154 jmeeks@erpagroup.com
Next Generation Inc	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	444 W. Lake Street #1940 Chicago, IL 60666	Anoop Kumar	312-739-0520 akumar@nextgeninc.com
netlogx, LLC	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	212 W. 10th Street, C465 INDY, IN 46202	Nick Petrone	317-313-6528 npetrone@netlogx.com
Brilijent	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	7999 Kave Rd INDY, IN	Scott Lorich	317 771 1142 slorich@brilijent.com
STLogius	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	Carmel, IN	Vera Kotlyar	317-343-0511 verak@stlogius.com
Pyramid TecSol	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	9535 E. 59th INDY	Hary Jones	317-280-9900 h.jones@pyramidinc.com
Amit Mehta	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	55 Monument Circle #1200 B		amit.x.mehta@accenture.com
Chris Hetzel	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	55 Monument Circle #1200 B		michael.c.hetzel@accenture.com
Wendy Maple	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	212 W. 10th St. Indpls, IN	Wendy Maple	wmaple@netlogx.com
Guidehouse LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	837 E 56th St Indy, IN	Philif Reilly	Preilly@Guidehouse.com
Guidehouse LLP	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	8899 E 56th St.	Anwar Ahmed	aaahmed@guidehouse.com
Sage Squared Consulting	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	4325 Leeward Spring Bloomington 47403	Yonda Snyder	ysnyder@sagesquared.com
Intrinsic, Inc	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	12175 Visionary Way #430 Fishers, IN 46038	Susan Spangler	susan.spangler@intrinsicinc.com
RepuCare, Inc	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	4245 N Meridian St Indy IN	Chang Sanders	csanders@rpx-care.com

**RFP 19-105: HCM-Payroll Modernization
PRE-PROPOSAL CONFERENCE
June 25, 2019 at 10:00 a.m. Eastern Time in Conference Room(s) C, IGCS**

ATTENDANCE ROSTER

Company Name	MBE/WBE/IVOSB	Company Address	Contact Name	Telephone/Email
Accenture LLP	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	55 Monument Circle, Suite 1200 B, Indianapolis, IN 46204	Kate Murphy	kathryn.d.murphy@accenture.com 623-512-2829
Accenture LLP	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	55 Monument Circle, Suite 1200 B, Indianapolis, IN 46204	Suzanne Dempsey	suzanne.g.dempsey@accenture.com 617-233-8033
Computer Consultants International, Inc.	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	10949 W. Villa Monte dr. Mukilteo, WA 98275	Judy Elly	8004932105 /hr@cci-worldwide.com
CherryRoad Technologies Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	301 Gibraltar Drive, Suite 2C Morris Plains, NJ 07950	Kevin Teder	317-250-1536 / kteder@cherryroad.com
Ciber Global LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	3270 W. Big Beaver Rd Troy Michigan 48084	Jeff Hunter	248-882-1367 / jhunter@ciber.com
GNC CONSULTING, INC	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	21195 S. LAGRANGE RD., FRANKFORT, IL 60423	GARRY P. COOPER	(815) 469-7255
GNC CONSULTING, INC	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	21195 S. LAGRANGE RD., FRANKFORT, IL 60423	BARB PEROZZI	(815) 469-7255
GNC CONSULTING, INC	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	21195 S. LAGRANGE RD., FRANKFORT, IL 60423	MICHAEL BAILEY	(815) 469-7255
Guidehouse LLP	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	8888 Keystone Crossing, Ste 1300 Indianapolis, IN 46240	Jeffrey S. Bankowski	(734) 644-0595
Hexaware Technologies Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	101 Wood Avenue South, Suite 600, Iselin, New Jersey 08830	Vishal Rao Senior Director, Enterprise Solutions	Telephone: 856-275-0753 Email : vishalr@hexaware.com
Highstreet IT Solutions, LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	2600 Tower Oaks Blvd, Suite 240 Rockville	Cecil Cadwallader	813.240.2435 / cecil.cadwallader@highstreetit.com
Highstreet IT Solutions, LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	2600 Tower Oaks Blvd, Suite 240 Rockville	Henry Tran	818.430.5289 / henry.tran@highstreetit.com
Highstreet IT Solutions, LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	2600 Tower Oaks Blvd, Suite 240 Rockville	Rick Bell	480.295.2647 / richard.bell@highstreetit.com
Highstreet IT Solutions, LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	2600 Tower Oaks Blvd, Suite 240 Rockville	Meg Phillips	863.670.6163 / meg.phillips@highstreetit.com
Intrin, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	12175 Visionary Way, #430, Fishers, Indiana 46038	Patricia Musariri	317-640-6996 patricia.musariri@intrinzincorp.com
Intrin, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	12175 Visionary Way, #430, Fishers, Indiana 46038	Susan Spangler	317-919-5287 susan.spangler@intrinzincorp.com
JDC Innovations LLC	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	3224 Derby Way Dr. #104 Brownsburg, IN 46112	Darrin Chatman	(313) 408-3382/dachatman08@jdcinnovations.com
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE			

EXHIBIT A
IMPLEMENTATION SERVICES AND POST GO-LIVE SUPPORT SERVICES PAYMENT SCHEDULE

Pursuant to Article III, Section 3 and Section 37 of the Base Contract, Accenture will perform the Services on a fixed fee basis. Accenture’s aggregate fees, and the amount to be paid by the State, for Implementation Services and Post Go-Live Support Services shall not exceed **\$12,999,995**, which shall be invoiced and paid upon each Payment Point in the amounts as follows. The date of submission of an invoice for each Payment Point (“Invoice Date”) will be based on the Acceptance of each Deliverable as described in Section 1.10 of Exhibit C, SOW. “Month 1” shall be April, 2020.

Payment Point	Deliverable Number	Projected Invoice Month	Payment Amount
Implementation Period			
Project Work Plan	Deliverable 1	Month 1	\$ 562,940
Project Plan	Deliverable 2	Month 2	\$ 658,817
Project Management Plan	Deliverable 3	Month 3	\$ 699,807
Upgrade Strategy and Plan	Deliverable 4	Month 4	\$ 366,327
Organizational Change Management Strategy and Plan	Deliverable 5	Month 4	\$ 366,327
Requirements Validation Document w/RICEFW Inventory	Deliverable 6	Month 5	\$ 786,211
Retrofit Validation Document	Deliverable 7	Month 6	\$ 280,180
Communication Strategy and Plan	Deliverable 8	Month 6	\$ 280,180
Future State Process Definition	Deliverable 9	Month 6	\$ 280,180
Change Readiness Assessment 1	Deliverable 10	Month 7	\$ 167,892
Position Definition Approach	Deliverable 11	Month 7	\$ 167,892
Agency Readiness Scorecard	Deliverable 12	Month 7	\$ 167,892
Test Management Strategy and Plans	Deliverable 13	Month 8	\$ 188,281
Security Management Plan	Deliverable 14	Month 8	\$ 188,281
End-User Training Strategy and Plan	Deliverable 15	Month 8	\$ 188,281
Solution Configuration Design and Build	Deliverable 16	Month 9	\$ 351,453
RICEFW Design Specifications 1	Deliverable 17	Month 9	\$ 351,453
RICEFW Design Specifications 2	Deliverable 18	Month 10	\$ 330,763
Change Readiness Assessment 2	Deliverable 19	Month 10	\$ 330,763
Parallel Payroll Test Plan	Deliverable 20	Month 11	\$ 694,330
RICEFW Build Specifications 1	Deliverable 21	Month 12	\$ 353,978
RICEFW Build Specifications 2	Deliverable 22	Month 12	\$ 353,978
RICEFW Build Specifications 3	Deliverable 23	Month 13	\$ 316,398

Change Readiness Assessment 3	Deliverable 24	Month 13	\$ 316,398
System Integration Test Results 1	Deliverable 25	Month 14	\$ 329,236
Train-the-Trainer Materials	Deliverable 26	Month 14	\$ 329,236
System Integration Test Results 2	Deliverable 27	Month 15	\$ 195,990
Parallel Payroll Test Results	Deliverable 28	Month 15	\$ 195,990
Mock Conversion Validation Results	Deliverable 29	Month 15	\$ 195,990
System Integration Test Results 3	Deliverable 30	Month 16	\$ 294,151
Post Go-Live Support Plan	Deliverable 31	Month 16	\$ 294,151
Training Materials Complete	Deliverable 32	Month 17	\$ 292,030
Final Go/No-Go Checklist	Deliverable 33	Month 17	\$ 292,030
Go-Live Cutover Plan	Deliverable 34	Month 18	\$ 266,097
Change Readiness Assessment 4	Deliverable 35	Month 18	\$ 266,097
Final Sign Off of Complete Implementation (hold back payment)	Deliverable 36	Month 19	\$ 325,000
Knowledge Transfer Plan Summary	Deliverable 37	Month 19	\$ 325,000
SUBTOTAL -- IMPLEMENTATION PERIOD			\$ 12,350,000
Post Go-Live Support Period			
Post Go-Live Status Report (Month 1)	Deliverable 38	Month 19	\$ 54,167
Post Go-Live Status Report (Month 2)	Deliverable 39	Month 20	\$ 54,167
Post Go-Live Status Report (Month 3)	Deliverable 40	Month 21	\$ 54,167
Post Go-Live Status Report (Month 4)	Deliverable 41	Month 22	\$ 54,167
Post Go-Live Status Report (Month 5)	Deliverable 42	Month 23	\$ 54,167
Post Go-Live Status Report (Month 6)	Deliverable 43	Month 24	\$ 54,167
Project Closeout Report (hold back payment)	Deliverable 44	Month 24	\$ 324,993
SUBTOTAL -- POST GO-LIVE SUPPORT PERIOD			\$ 649,995
TOTAL			\$ 12,999,995

An Invoice Month may occur sooner than the Invoice Month listed if a Deliverable is Accepted prior to the projected Acceptance date. And, an Invoice Month may be proportionately extended if a Deliverable is rejected and cured, as described in Section 1.10 of Exhibit C, SOW, or as otherwise agreed by the Parties.

EXHIBIT B
OPTIONAL IMPLEMENTATION SERVICES PAYMENT SCHEDULE

Pursuant to Article III, Section 3 and Section 37 of the Base Contract, Accenture will perform the Optional Implementation Services on a per hour, fixed fee basis. Accenture’s aggregate fees, and the amount to be paid by the State, for each Optional Implementation Service shall not exceed the amounts set forth below. Such aggregate amounts shall be invoiced and paid upon each Payment Point in the corresponding amounts as follows.

Optional Implementation Services Performed During the Implementation Period							
Optional Implementation Services	Payment Point	Plan and Initiate Stage	Adopt Stage	Adapt Stage	Validate Stage	Deploy Stage	TOTAL
		Projected Invoice Months 1-4	Projected Invoice Months 5-7	Projected Invoice Months 8-11	Projected Invoice Months 12-17	Projected Invoice Months 18	
OCM Training Consultant Services (10 months x 176 hours/month x \$245/hour)	Monthly Services invoiced at \$43,120 per month	\$ 0	\$ 0	\$ 172,480	\$ 258,720	\$ 0	\$ 431,200
OCM Change Management/Readiness Consultant Services (13 months x 176 hours/month x \$245/hour)	Monthly Services invoiced at \$43,120 per month	\$ 0	\$ 129,360	\$ 172,480	\$ 258,720	\$ 0	\$ 560,560
SUBTOTAL		\$ 0	\$ 129,360	\$ 344,960	\$ 517,440	\$ 0	\$ 991,760
Optional Implementation Services Performed During the Advisory Support Coverage Services Period							
Optional Implementation Services	Payment Point						TOTAL
Advisory Support Coverage Services (amount of hours worked/month x Hourly Rate)	Services performed and billed monthly at the Hourly Rate, so long as the aggregate amount to be paid does not exceed \$155,760.						\$ 155,760
TOTAL							\$ 1,147,520

An Invoice Month may occur sooner than the Invoice Month if one or more Deliverables during that stage or the preceding stage or stages, if any, are Accepted prior to the projected Acceptance date for such Deliverables. And, an Invoice Month may be proportionately extended if one or more Deliverables during that stage or the preceding stage or stages, if any, are rejected and cured, as described in Section 1.10 of Exhibit C, SOW, or as otherwise agreed by the Parties.

RATE CARD RATES

Role	Hourly Rate
Project Management	
Project Leader	\$ 395.00
Sr. Project Manager	\$ 345.00
PMO Consultant	\$ 245.00
HCM/Payroll	
Sr. Functional Team Lead	\$ 345.00
Sr. Functional Manager	\$ 345.00
Functional Manager	\$ 295.00
Functional Consultant	\$ 245.00
Functional Analyst	\$ 195.00
Organizational Change Management	
Sr. OCM/Training Team Lead	\$ 345.00
OCM/Training Manager	\$ 295.00
OCM/Training Consultant	\$ 245.00
OCM/Training Analyst	\$ 195.00
Technology	
Sr. Technical Team Lead	\$ 345.00
Sr. Technical Specialist	\$ 345.00
Technical Manager	\$ 295.00
Sr. Developer	\$ 245.00
Developer	\$ 195.00

*Notes:

1) Hourly Rates are inclusive of travel expenses

EXHIBIT C

STATEMENT OF WORK

This Statement of Work (“SOW”) describes the scope and work to be provided by Accenture LLP (the “Contractor” or “Accenture”) to the State of Indiana (“State”), acting through and on behalf of the Indiana Auditor of State, in order to accomplish the HCM-Payroll Modernization Project Goals and Objectives and successfully deliver the Solution. This SOW constitutes Exhibit C to the Professional Services Contract between the State and Accenture (the “Base Contract”). All capitalized terms used in this SOW which are undefined shall have the meanings set forth in Appendix 1 to the Base Contract to the extent that they are defined therein.

The structure of this SOW is based, in part, on Accenture’s RFP Response and represented extensive experience with State government entities in providing PeopleSoft HCM 9.2 and PeopleTools 8.57 implementation and modernization solutions—including upgrading, integrating, and implementing PeopleSoft systems similar in size, challenges, implementation attributes, and scope to the State’s needs.

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1. WORK OVERVIEW

1.1 SUMMARY OF SCOPE SERVICES

This SOW outlines Accenture's obligations and both Accenture's and the State's activities and responsibilities, including related steps, activities, tasks, commitments and Deliverables, necessary to successfully perform the Plan, Initiate, Adopt, Adapt, Validate, Deploy, and Post Go-Live Support stages of the HCM-Payroll Modernization Project (collectively "the Work").

1.2 FUNCTIONAL SCOPE

There will be a single release of the PeopleSoft HCM 9.2 modules set forth in the table below and full integration with PeopleSoft Financials. Accenture will leverage their proprietary Accenture Delivery Methods for PeopleSoft Upgrade methodology along with Accenture's PeopleSoft Upgrade assets and Accenture Enterprise Services for Government ("AESG") to deliver the HCM-Payroll Modernization Project. A single release will be accomplished as follows:

- **Step 1:** Upgrade the existing PeopleSoft HCM 9.1 modules and PeopleTools 8.53 to create PeopleSoft HCM 9.2 and PeopleTools 8.57 instances with existing employee data and configuration data.
- **Step 2:** Conduct business process redesign activities for PeopleSoft HCM 9.2 using the AESG application to determine whether the State can adopt leading statewide business processes and common reports, interfaces, extensions, and workflows from its prior Statewide and public sector implementations.
- **Step 3:** Perform analysis of the existing PeopleSoft HCM 9.1 reports, interfaces, conversions, extensions, forms, and workflows during the Adapt stage to determine which customizations will be retained, retrofit from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2, or retired/replaced by PeopleSoft HCM 9.2 functionality or streamlined business processes.
- **Step 4:** Use the upgraded State PeopleSoft HCM 9.2 instance to perform design, build and test activities with the selected baseline objects from the analysis of existing PeopleSoft HCM 9.1 and AESG objects. This includes the integration of HCM – Payroll North America ("PeopleSoft Payroll"), HCM - Absence Management ("PeopleSoft Absence Management") and PeopleSoft Financials (including project costing and general ledger posting) and any new HCM customizations.

List of Modules

The HCM-Payroll Modernization Project will configure, upgrade, and implement the following PeopleSoft HCM 9.2 modules:

PeopleSoft HCM 9.2 Module	Project Approach	Business Process
HCM – Absence Management	Implement PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Manage absences • Authorize and track Family and Medical Leave Act • Define absence tracking and assign schedules • Request and approve absences and vacations • Provide absences to payroll • Record absences, vacations, accruals & entitlements • Analyze absence information and identify trends and patterns
HCM – Benefits Administration	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Maintain Benefit Plans & Programs • Administer Open Enrollment • Administer Event Maintenance
HCM – eBenefits	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Benefits Enrollment • Health Plan Information • Insurance Information • Savings Plan Information • Flexible Spending Account Information • Dependent & Beneficiary Information • Life Events Management • Retirement Plan Administration
HCM – ePay	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Manage pay information for payroll for North America • Update year-end adjustment data
HCM – eProfile	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Maintaining Name, Address, Phone Number, Marital Status, Date of Birth and Other Data
HCM – eProfile Manager Desktop	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Review Employee Information • Change Employee Reporting Manager • Transfer Employees • Promote Employees • Change Employee Location • Change Employee Full-Time or Part-Time Status • Retire Employees • Terminate Employees
HCM – Human Resources	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> • Administer Salary Plans • Hire Workforce • Maintain Workforce • Manage Job Classifications & Positions • Manage Labor Relations • Meet Regulatory Requirements • Monitor Health & Safety • Administer Benefits Billing • Administer Family Medical Leave Act • Administer Manual Benefits Enrollment • Administer Non-Discriminatory Testing

PeopleSoft HCM 9.2 Module	Project Approach	Business Process
		<ul style="list-style-type: none"> Administer Retroactive Benefits
HCM – Payroll for North America	Implement PeopleSoft HCM 9.2	<ul style="list-style-type: none"> Administer financials interface Administer post-confirm process Administer retroactive payroll Calculate and confirm off-cycle payrolls Calculate and confirm on-cycle payrolls Calculate manual checks Calculate on-line checks Maintain employee payroll data Manage adjustment processing Manage annual payroll reporting Manage employee garnishments Manage paysheets Manage quarterly payroll reporting Manage reprints Process final checks Off-cycle processing Payroll deductions and additional pay components
HCM – Time and Labor	Upgrade from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2	<ul style="list-style-type: none"> Administer Time Reporting Administer Time Validation & Approval Distribute Labor Expenses Maintain Time Reporting Rules Manage Time Adjustments Schedule Employee Time Time Collection Devices Interface Time and Labor Workcenter
Financials	Configure PeopleSoft HCM 9.2 to support Project Allocation	<ul style="list-style-type: none"> HCM administer time reporting HCM distribute labor expenses Financials define cost allocation Financials maintain and process allocation Financials collect, distribute and price cost Payroll to general ledger

1.3 PROJECT STAGES

The Services described in this SOW will be performed in the following distinct stages consistent with the milestones for each release as detailed below.

- **Plan and Initiate:** Activities include onboarding of resources, requirements validation, analysis of existing customizations, solution planning, and confirming the Solution strategy, goals and objectives.
- **Adopt:** Activities include configuration design and functional design of Reports, Interfaces, Conversions, Extensions, Forms, and Workflow (“RICEFW”), AESG Business Process Walkthrough/ Business Process Redesign, Configuration Prototyping, and Retrofit Design.
- **Adapt:** Activities include configuration build and Technical Design and build of RICEFW.
- **Validate:** Activities include System Test, payroll parallel test, performance test, operational readiness test, penetration test, user acceptance test, and train-the-trainer.

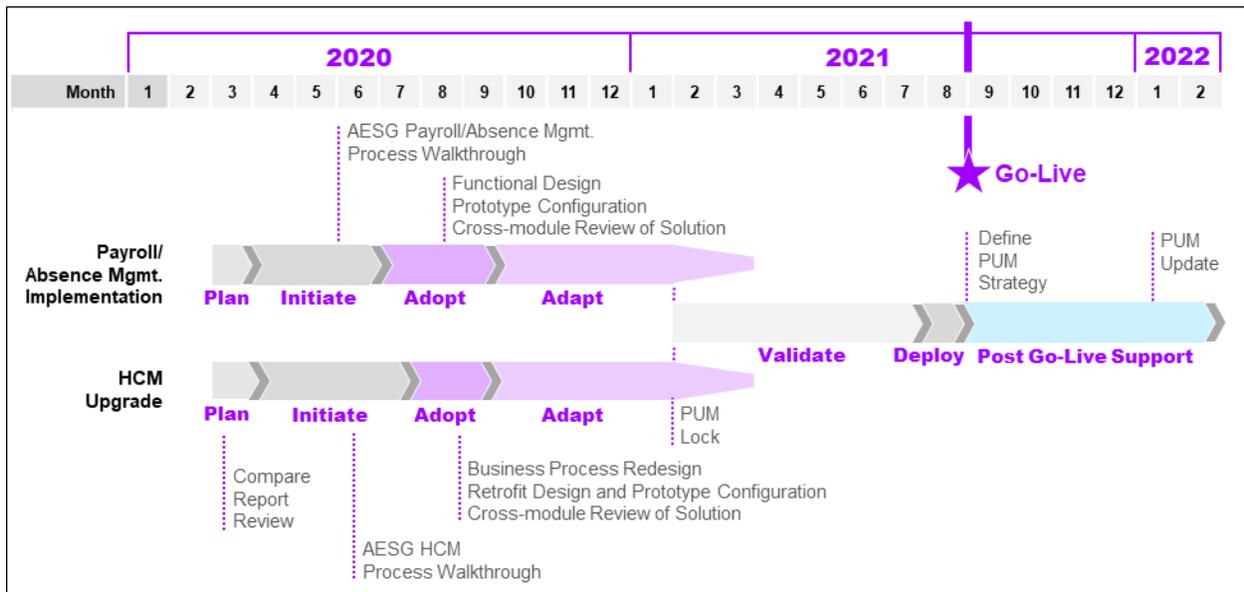
- **Deploy:** Activities include end-user training and deployment of the application to the State entities.
- **Post Go-Live Support:** Activities include functional and operational Post Go-Live Support after Go-Live for 6 months, and optional Advisory Support Coverage for cyclical events during months 7 – 12 following Go-Live. Additionally, the Accenture team will develop the PeopleSoft Update Manager (“PUM”) upgrade approach and assist the State with one PUM update in the 6-month Post Go-Live Support Period.

1.4 PROJECT SCHEDULE

Gantt Chart

The high-level Gantt chart shown in Figure F7-1 illustrates how the different stages are planned to interact with each other and will share integrated solution design and environments to support build and testing efforts. The two main workstreams will leverage common tools, templates, and approaches from Accenture Delivery Methods. The HCM-Payroll Modernization Project is expected to be performed over an 18-month period with 6 months of Post Go-Live Support Services. There is a 10% buffer built into the schedule.

Figure F7-1. HCM-Payroll Modernization Implementation Schedule.



7 IN HCM RFP 19.0053

Schedule Updates

Accenture will maintain the Project schedule and provide updates as necessary throughout the Project to accurately reflect the status of the Work and projected completion dates for such Work. Updates to the schedule will be discussed in collaboration with the State Project management staff and submitted through the Change Control Process.

1.5 PROJECT STAFFING

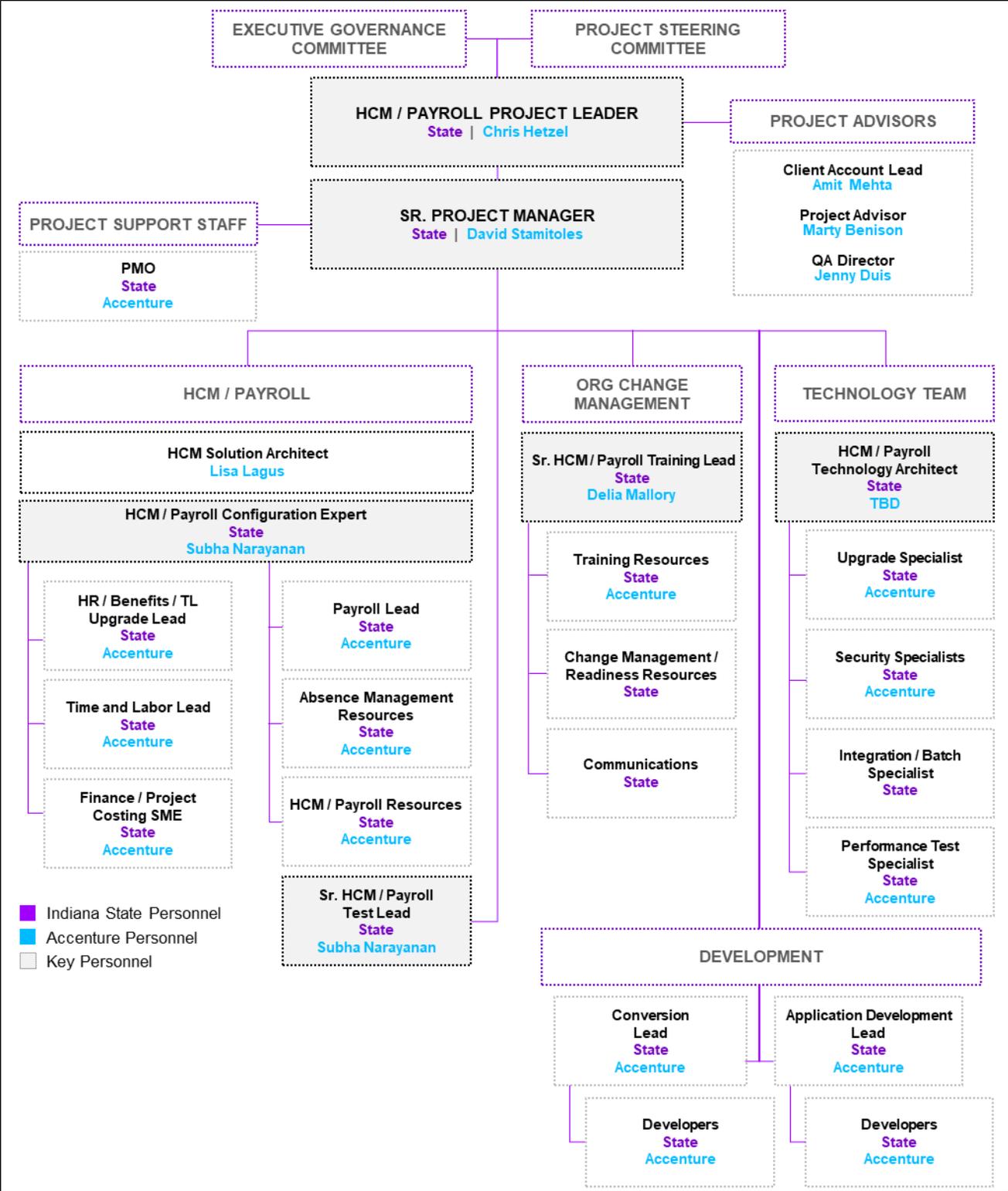
Project Team and Accenture Key Personnel

The Project will be organized as generally depicted in the organization chart in Figure F7-2. The organization chart will be finalized during the early stages of the Project through State and Accenture collaboration. The Project will be delivered through a joint execution from both Accenture and State resources. While Accenture will take the lead on most tasks and activities, Accenture will be dependent on the State completing the work assigned to State resources for the Project to be successful. This approach will maximize knowledge transfer and minimize Project costs. Accenture is dependent on the State completing the work assigned to State resources, within the timeframe allocated.

The organization chart has been developed with a “2 in the box” concept, where an Accenture resource and a State resource will be placed in each box with joint responsibilities to execute and complete the tasks and activities of that specific role. These combined State and Accenture personnel, which may be amended time to time, form the “Project Team.” The majority of the State Project Team resources will be staffed by the Auditor of State, State Personnel Department and Indiana Office of Technology. Additional State resources may be needed from the business areas to make decisions, research law, and gain consensus. State resources will work side-by-side with Accenture resources to adopt, adapt and validate the system. Each entity will have specific roles and responsibilities, which are outlined in the remainder of this SOW.

Accenture will provide resources possessing the experience and skills required for the roles identified in the Staffing Plan. Accenture will staff the Project via a combination of Onsite and offsite resources. Accenture expects to have a significant Onsite presence including as many as 20 Onsite staff members during peak activities. The travel schedule for Onsite resources will be discussed by the PMO to plan schedules accordingly. The Parties will mutually agree on Accenture Key Personnel, for which the State shall have final approval. The Project Team, which includes Accenture Key Personnel, is identified in Figure F7-2.

Figure F7-2. HCM-Payroll Modernization Project Team Organization Chart.



Role Descriptions and Expected Skillsets

Position descriptions and expected skillsets for all State, Accenture and Subcontractor resources are included in Figure F7-3:

Figure F7-3. Role Descriptions and Expected Skillsets.

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Project Management					
HCM / Payroll Project Leader	X	X		<ul style="list-style-type: none"> Assume overall responsibility for Project Serve as primary liaison across Project Team and executive sponsors and Executive Governance Committee 	<ul style="list-style-type: none"> Extensive skills in large-scale, complex project management and execution Ability to communicate well and build consensus around a shared vision Ability to manage upwardly and outwardly to stakeholder groups who may have competing values and agendas Ability to manage Project scope and a change control process, and report progress and status of Project activities Ability to help drive an issue management process including issue escalation; provide rapid decision-making on escalated issues Ability to verify quality of team Deliverables and enforce signoff procedures Ability to manage Deliverable review and acceptance processes

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Sr. Project Manager	X	X		<ul style="list-style-type: none"> • Oversee, schedule and coordinate all teams • Maintain Project Schedule • Create, review, and approve Project Plan • Monitor and update the Project Plan continuously and revise and develop further detail as appropriate • Report on Project Plan metrics • Create, review, and approve Status Report template and Conduct/Attend weekly status meetings • Create Executive Governance Committee presentations and conduct and attend Executive Governance Committee meetings • Enforce sign-off procedures 	<ul style="list-style-type: none"> • Skilled in large-scale, complex project management and execution • Ability to lead large, complex teams in challenging environments • Ability to manage Project resources, such as people, budgets, facilities, and equipment • Ability to develop and maintain a Project Plan, including milestones, checkpoints, and Deliverables • Ability to manage Project scope and a change control process, and report progress and status of Project activities • Ability to lead status meetings and Project management review sessions with the Project Team • Ability to help drive an issue management process including issue escalation; provide rapid decision-making on escalated issues • Ability to verify quality of team Deliverables and enforce signoff procedures • Understanding of the role of the IV&V contractors in the Project, and the ability to coordinate and work with them to execute related activities

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
PMO Lead		X		<ul style="list-style-type: none"> • Coordinate PMO • Coordinate Contract Management duties, including contract compliance, reporting, and documentation • Implement Project management standards • Set up SharePoint directory structure • Provide, review, and approve documentation templates • Develop documents that conform to formats and standards as agreed upon 	<ul style="list-style-type: none"> • Extensive competencies in Project Management such as management of a Microsoft Project Plan (MPP), schedule, risks, change control, earned value analysis, progress tracking, and status reporting • Ability to lead a project management office team in the execution of related tasks • Ability to manage the timely execution of tasks and report status and risks upwardly • Understanding of common tools and techniques used to control Project costs • Understanding of the role of IOT in the Project, and the ability to coordinate and work with them to execute related activities • Ability to manage and maintain large volumes of Project documentation • Ability to manage Deliverable review and acceptance processes
PMO Project Coordinators	X			<ul style="list-style-type: none"> • Support the PMO, Solutions Leads and Technical Leads • Implement Project management standards • Provide guidance and support on SharePoint directory structure • Provide, review, and approve documentation templates upon submission by Accenture • Develop State documents that conform to formats and standards as agreed upon 	<ul style="list-style-type: none"> • Extensive competencies in solutions or Technical ERP implementation • Ability to coordinate the activities and plans for solutions and the Technology Team • Ability to manage the timely execution of tasks and report status and risks upwardly • Understanding of common tools and techniques used to control Project costs • Understanding of the role of the technical and/or functional agencies in the Project, and the ability to coordinate and work with them to execute related activities • Ability to coordinate Deliverable review and acceptance processes

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
PMO Specialist	X			<ul style="list-style-type: none"> Support PMO Lead 	<ul style="list-style-type: none"> Competencies in Project Management such as management of a MPP, schedule, risks, change control, earned value analysis, progress tracking, and status reporting Understanding of common tools and techniques used to control Project costs Ability to manage and maintain large volumes of Project documentation
HCM Solution Architect		X		<ul style="list-style-type: none"> Plan and Conduct Strategy Labs Plan and Conduct Leading Practice Workshops 	<ul style="list-style-type: none"> Extensive implementation experience with PeopleSoft Payroll Extensive experience implementing ERP in public sector organizations

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
HCM / Payroll					
HCM / Payroll Configuration Expert	X	X		<ul style="list-style-type: none"> • Primary focal point and champion for functional related tasks for the Project • Support Project management team in Project planning and execution • Identifies and monitors Project related business tasks, resources need, dependencies, issues, risks and quality of the Project • Orchestrates with functional and Technology Team members on accomplishing Deliverables and resolving issues on multi-disciplinary task activities • Confirm proper configuration for the PeopleSoft HCM application • Guide functional team in completing upgrade and implementation steps • Helps identify and document additional functional requirements • Drives issue resolution from a functional perspective • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • Extensive knowledge of PeopleSoft HCM 9.2 and PeopleSoft Payroll functionality, payroll accounting, and financial management laws and regulations • Extensive knowledge of the State's Payroll calculation systems, policies, and procedures • Ability to perform Project activities including participation in and creation of Deliverables

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
HR / Benefits / Time and Labor Upgrade Lead	X	X		<ul style="list-style-type: none"> • Prepare and conduct business process design sessions • Analyze and update business processes • Analyze gaps between delivered functions in PeopleSoft HCM 9.2 and current processes and makes recommendations • Confirm Requirements Traceability Matrix • Complete PeopleSoft configuration and table building activities • Develop functional specifications • Work with the State SMEs to develop system test condition and scripts • Prepare and execute test scenarios and scripts • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • PeopleSoft HCM (HR/ Benefits/ Time and Labor) functional knowledge • Business process design experience • Functional testing knowledge

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Time and Labor Lead	X		X	<ul style="list-style-type: none"> • Prepare and conduct business process design sessions • Analyze and update business processes • Analyze gaps between delivered functions in PeopleSoft HCM 9.2 and current processes and makes recommendations • Confirm Requirements Traceability Matrix • Complete PeopleSoft configuration and table building activities • Develop functional specifications • Work with the State SMEs to develop system test condition and scripts • Prepare and execute test scenarios and scripts • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • PeopleSoft Time and Labor experience • Business process design experience • Functional testing experience
Finance / Project Costing SME			X	<ul style="list-style-type: none"> • Work with Time and Labor resources to develop allocations • Provide finance integration subject matter expertise 	<ul style="list-style-type: none"> • PeopleSoft Project Costing and General Ledger functional knowledge
Finance / Project Costing Specialist	X			<ul style="list-style-type: none"> • Configure and test project costing, general ledger and AP finance modules • Configure PeopleSoft finance integration broker 	<ul style="list-style-type: none"> • PeopleSoft project costing and general ledger functional knowledge

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Payroll Lead	X		X	<ul style="list-style-type: none"> • Prepare and conduct business process design sessions • Analyze and update business processes • Analyze gaps between delivered functions in PeopleSoft HCM 9.2 and current processes and makes recommendations • Confirm Requirements Traceability Matrix • Complete PeopleSoft configuration and table building activities • Develop functional specifications • Work with the State SMEs to develop system test condition and scripts • Prepare and execute test scenarios and scripts • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • PeopleSoft payroll functional knowledge • Functional testing knowledge

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Absence Management Resources	X	X		<ul style="list-style-type: none"> • Prepare and conduct business process design sessions • Analyze and update business processes • Analyze gaps between delivered functions in PeopleSoft HCM 9.2 and current processes and makes recommendations • Confirm Requirements Traceability Matrix • Complete PeopleSoft configuration and table building activities • Develop functional specifications • Work with the State SMEs to develop system test condition and scripts • Prepare and execute test scenarios and scripts • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • PeopleSoft Absence Management functional knowledge • Functional testing knowledge

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
HCM / Payroll Resources	X	X		<ul style="list-style-type: none"> • Prepare and conduct business process design sessions • Analyze and update business processes • Analyze gaps between delivered functions in PeopleSoft HCM 9.2 and current processes and makes recommendations • Confirm Requirements Traceability Matrix • Complete PeopleSoft configuration and table building activities • Develop functional specifications • Work with the State SMEs to develop system test condition and scripts • Prepare and execute test scenarios and scripts • Provide post implementation end-user support as necessary 	<ul style="list-style-type: none"> • PeopleSoft HCM 9.2 functional knowledge • Functional testing knowledge
Sr. HCM / Payroll Test Lead	X	X		<ul style="list-style-type: none"> • Create test plan • Coordinate testing activities and schedule • Work with the application development team to prioritize defects identified during testing 	<ul style="list-style-type: none"> • Test planning and coordination experience • Extensive functional testing knowledge

Role	State	Accent ure	Accent ure or Sub- contractor	Key Responsibilities	Expected Skillsets
HCM / Payroll Tester / Benefits Resources	X	X		<ul style="list-style-type: none"> • Work with the State SMEs to update/ develop system test conditions and scripts • Prepare and execute test scenarios and scripts • Log test defects in the testing defect tracking tool 	<ul style="list-style-type: none"> • Functional testing knowledge • Test execution experience • PeopleSoft HCM 9.2 functional knowledge
Organizational Change Management					

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Sr. HCM / Payroll Training Lead	X		X	<ul style="list-style-type: none"> • Create and support execution of an Organizational Change Management Strategy and Plan, Communications Strategy and Plan, and Stakeholder Analysis • Provide leadership coaching to the State during implementation on how to execute the change management services described in the strategy and plan • Conduct and analyze Change Readiness Assessments • Assess change readiness and track progress throughout the Project • Create and support execution of the End-User Training Strategy and Plan • Create and support execution of the Knowledge Transfer Approach • Lead planning and execution of the Training Designs, development, and testing activities 	<ul style="list-style-type: none"> • Extensive knowledge and skills in the development and implementation methods, tools and techniques to support organizational, functional and technical change management, communications, training (including adult learning), and knowledge transfer • Strong written and verbal communication skills, including public speaking skills • Ability to lead an organizational change management team in the execution of related tasks • Ability to manage the timely execution of tasks and report status and risks upwardly • Ability to facilitate and execute action planning with stakeholders • Ability to organize and conduct meetings on behalf of the Project, including public speaking

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Training Resources	X		X	<ul style="list-style-type: none"> • Create and execute the training needs assessment • Create the training curriculum • Build, test, and update training materials for assigned functionality and work units • Plan and conduct Train-the-Trainer • Manage all training administration and logistics, including supporting tools (State) • Deliver end user training (State) • Measure and report on training completion • Coach State resources in parallel training activities for assigned functionality and work units (Accenture) • Support tracking and reporting of knowledge transfer 	<ul style="list-style-type: none"> • Knowledge of adult learning principles and techniques • Skills in one or more training material development tools (e.g., MS Word, MS PowerPoint, Captivate, and Articulate) • Strong written and verbal communication skills

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Change Management / Readiness Resources	X			<ul style="list-style-type: none"> • Provide input to the creation of the Organizational Change Management Strategy and Plan • Support identification and mobilization of a Change Network within the agencies • Support planning and execution of Change Readiness Assessments • Engage and support agencies and stakeholders through the Change Network and designated Project activities, such as business process workshops, assessing change impacts, assigning users to system roles, and communicating changes to end users • Assess change readiness and track progress throughout the Project 	<ul style="list-style-type: none"> • Ability to understand changing aspects of the as-is and to-be work environment and articulate the impact of those changes on end-users • Strong written and verbal communication skills • Ability to support various organizational change management interventions (e.g., communications, change discussions, and training)
Communications	X			<ul style="list-style-type: none"> • Support creation of the Communication Strategy and Plan • Drive execution and management of the Communication Plan • Execute assigned communication tasks, such as creating communication content, distributing communications, and managing the outward-facing Project website 	<ul style="list-style-type: none"> • Knowledge and skills in the development and implementation methods, tools and techniques to support Project communications • Strong written and verbal communication skills • Skills in using one or more communication tools (e.g., Microsoft Outlook, SurveyMonkey, infographics, website design and development)

Technology

Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
HCM / Payroll Technology Architect	X	X		<ul style="list-style-type: none"> Lead technical aspects of the implementation (environment builds, infrastructure/databases) Manage upgrade process Lead system monitoring activities Manage and support enterprise-wide tools (e.g., file transfer protocol, scheduler, Appian, etc.) 	<ul style="list-style-type: none"> Extensive knowledge of leading practices and skills in infrastructure architecture (including network, servers, operating systems of servers, and storage) and maintenance (includes patching, physical equipment repair, and incident response/resolution) Ability to plan and lead Disaster Recovery test and execution activities Ability to plan and lead system (infrastructure and application) monitoring activities
Upgrade Specialist	X	X		<ul style="list-style-type: none"> Execute upgrade tasks 	<ul style="list-style-type: none"> Knowledge of PeopleSoft Upgrade process and PUM application
Security Specialists	X	X	X	<ul style="list-style-type: none"> Define and implement PeopleSoft Application Security Manage integration security including encryption Penetration testing and security compliance 	<ul style="list-style-type: none"> Extensive knowledge of current State application security requirements, architectures, and protocols Knowledge of leading practices and skills in application security Ability to plan and lead application security development, test, and execution activities Knowledge of penetration testing and remediation techniques
Integration / Batch Specialist	X			<ul style="list-style-type: none"> Define batch architecture and job schedule Coordinate integration with other applications 	<ul style="list-style-type: none"> Ability to develop and/or manage technical aspects of application software, user interfaces, and third-party components Ability to conduct, assist with, and/or manage unit testing and System Testing
Performance Test Specialist	X		X	<ul style="list-style-type: none"> Plan and conduct Performance Test activities Tune selected application components 	<ul style="list-style-type: none"> Knowledge of PeopleSoft tuning techniques Experience with performance test tools

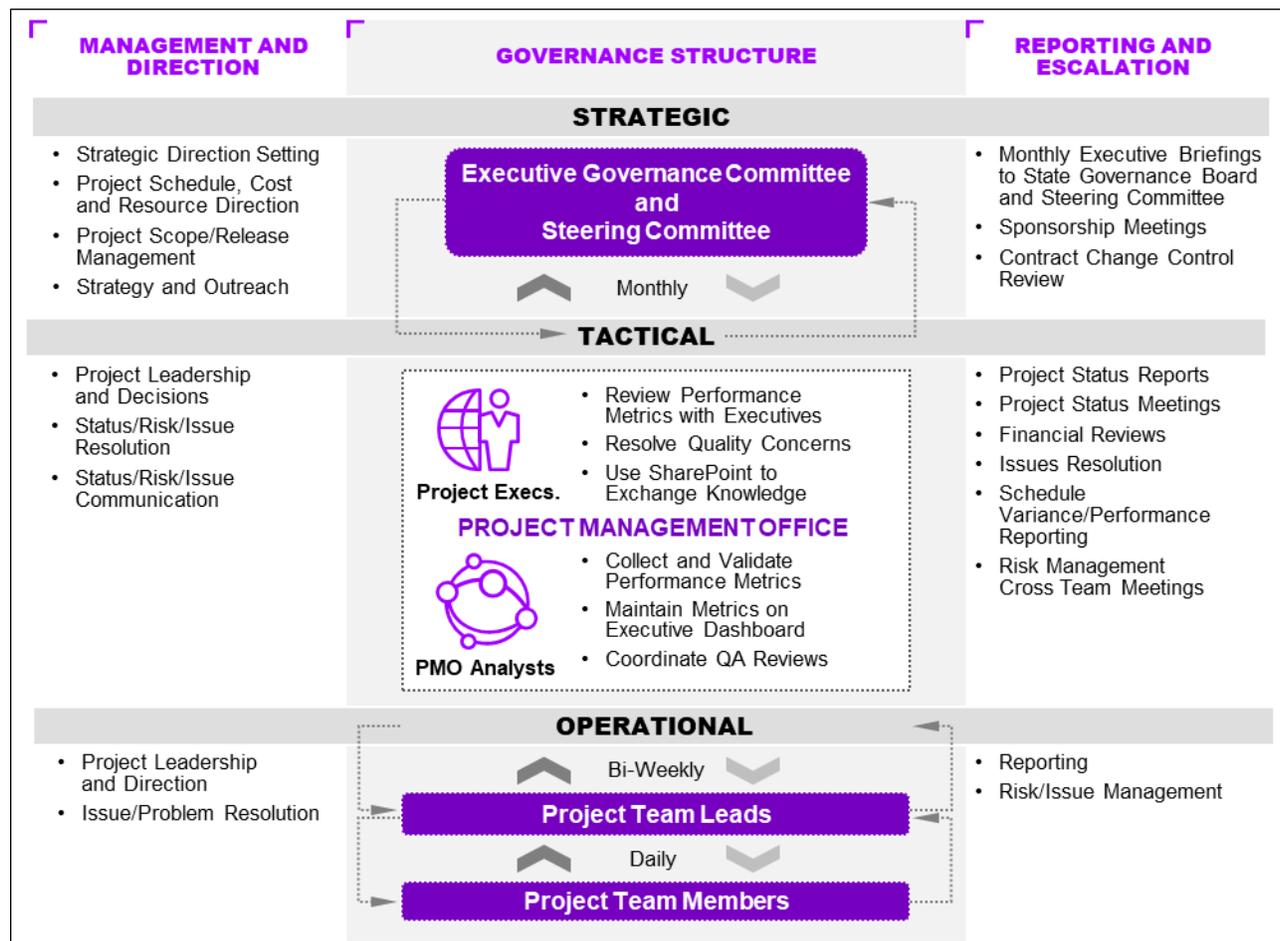
Role	State	Accenture	Accenture or Sub-contractor	Key Responsibilities	Expected Skillsets
Development					
Application Development Lead	X	X		<ul style="list-style-type: none"> Lead overall application development effort Work to define application development standards and requirements 	<ul style="list-style-type: none"> Extensive knowledge of PeopleSoft development toolsets Ability to plan and lead application development activities
Conversion Lead	X	X		<ul style="list-style-type: none"> Lead overall conversion effort Work to define conversion standards and requirements Coordinate with legacy systems 	<ul style="list-style-type: none"> Extensive knowledge of PeopleSoft HCM 9.2 data Knowledge of leading practices and skills in data cleansing and data migration Ability to plan and lead data conversion activities
Application and Conversion Developers	X	X	X	<ul style="list-style-type: none"> Develop and unit test approved application components Design and develop data conversion programs; execute mock conversions Create unit test plans to detail test conditions and expected results Set up test data Support testing activities and correct testing defects Test code changes and resolve differences between expected and actual results 	<ul style="list-style-type: none"> Skills in modern computer programming languages Familiarity with user-centric design practices Ability to execute application development activities in an iterative development approach Knowledge of GEAC data structure for mapping and extraction Experience to address data cleansing needs in GEAC identified during mock conversions

1.6 GOVERNANCE

The preliminary levels of Project governance are delineated in Figure F7-4. The levels of governance will be finalized during the Project initiation activities. The Project governance structure identifies how the HCM-Payroll Modernization Project should be governed and organized, including executive management, sponsors, Project management, and Project Team personnel. The Executive Governance Committee (the “Executive Governance Committee”) will consist of the Indiana Auditor of State, the Director of State Personnel, the State Chief Information Officer, the State Budget Director and possibly other State department or agency heads chosen from time to time by the State Auditor at his/her sole discretion. The

structure also provides direction for Project management, timely decision-making, and ultimately, Project success.

Figure F7-4. HCM-Payroll Modernization Governance Structure.



2 IN HCM RFP 19.0087

1.7 PAYMENT

The terms and conditions for payments are set forth in the Base Contract, the Implementation Services and Post Go-Live Support Services Payment Schedule set forth in Exhibit A to the Base Contract and the Optional Implementation Services Payment Schedule set forth in Exhibit B to the Base Contract.

1.8 ACCENTURE'S REQUIRED DELIVERABLES

Accenture's required Deliverables with descriptions of anticipated Deliverable components are set forth below and further detailed in this SOW. The required Deliverables will be provided in the formats (e.g. Microsoft Word, PowerPoint, Project or Excel) as set forth below.

Deliverable	Description	Project Stage	Proposed Deliverable Format	SOW Section	Anticipated Deliverable Components
Weekly Status Reports	This PMO report outlines the activities of the week that require leadership attention for successful planning and necessary escalation.	All Stages	MS Word or PowerPoint	N/A	<ul style="list-style-type: none"> • Changes to scope, schedule or budget • Major task completions • Major task delays • Planned near-term activities • Major risks, issues, concerns • Plans for risks and issues • Security issues • Status of all Project performance indicators
Monthly Status Reports	This PMO report outlines the activities of the month that require leadership attention for successful planning and necessary escalation.	All Stages	MS Word or PowerPoint	N/A	Similar to Acceptance Criteria for Weekly Status Reports at a detail level suitable for Executive Governance Committee.
# 1 Project Work Plan	This Deliverable details Project mobilization and documents updates to the Project approach, organization plan and SOW as appropriate.	Plan	MS Word	2	<ul style="list-style-type: none"> • Launch Organization Structure • Governance Structure • Final Change Control Process • Quality Assurance Approach • Status Report Format • Status Meeting Format • Updated Approach • Updated SOW
# 2 Project Plan	This Deliverable details the Project tasks, Deliverables, schedule, milestones, and resources assigned to the tasks in Microsoft Project.	Plan	Various	2	<ul style="list-style-type: none"> • Initial summary level: <ul style="list-style-type: none"> - Project Task Plan - Project Gantt - Work Breakdown Structure - Milestones Plans - Resource Plans
# 3 Project Management Plan	This Deliverable details the overall program management approach and planning required for achieving program objectives. This Plan	Initiate	Various	2	<ul style="list-style-type: none"> • Project management tools • Scope and schedule management

	describes the tools, environment and day-to-day methodology used to track and report on the Project				<ul style="list-style-type: none"> • Document Plan • Issues and Issue management plans • Subcontractor management • Cost Management • Deliverable Acceptance management • Communication management • Resource management
# 4 Upgrade Strategy and Plan	This Deliverable outlines the functional and technical sequence of activities required to complete the PeopleSoft HCM 9.2 upgrade and implementation of the additional modules.	Initiate	Various	2	<ul style="list-style-type: none"> • An updated, progressively more detailed: <ul style="list-style-type: none"> - Project Task Plan - Project Gantt - Work Breakdown Structure - Milestones Plans - Resource Plans
# 5 Organizational Change Management Strategy and Plan	This Deliverable documents the approach for engaging with stakeholders throughout the implementation to prepare for transition to the new State business processes and functionality.	Adopt	Various	11	<ul style="list-style-type: none"> • Organization Change Management Strategy • Organization Change Management Plan including: <ul style="list-style-type: none"> - Project Task Plan - Project Gantt - Work Breakdown Structure - Milestones Plans - Resource Plans
# 6 Requirements Validation Document w/RICEFW Inventory	This Deliverable details the RICEFW inventory identified to address various stage requirements associated with the PeopleSoft HCM 9.2 upgrade and implementation of the additional modules.	Adopt	MS Excel	5	<ul style="list-style-type: none"> • Reports Inventory • Interfaces Inventory • Conversions Inventory • Extensions Inventory • Forms Inventory • Workflow Inventory
# 7 Retrofit Validation Document	This Deliverable consists of the Retrofit Validation Document and the Technical Blueprint Document. The Retrofit Validation Document details the outcome of upgrade analysis (drop/keep) that specifically identifies PeopleSoft customizations that are categorized for the PeopleSoft HCM 9.2 retrofit.	Adopt	MS Excel	3	<ul style="list-style-type: none"> • Retrofit Validation Document

# 8 Communication Strategy and Plan	This Deliverable documents the approach for communicating with stakeholders and the initial plan of communication activities for the implementation.	Adopt	MS Word	11	<ul style="list-style-type: none"> • Communications Strategy • Communications Plan including: <ul style="list-style-type: none"> - Project Task Plan - Project Gantt - Work Breakdown Structure - Milestones Plans - Resource Plans
# 9 Future State Process Definition	This Deliverable provides new process definitions and flow charts for the State specific processes that require adoption to a modified process going forward. These future-state processes differ from current practice or policy in place with GEAC or PeopleSoft HCM 9.1 system.	Adopt	Various	4	<ul style="list-style-type: none"> • Process model inventory • Business process design flows
# 10 Change Readiness Assessment 1 (“Change Readiness Assessment 1”)	This Deliverable documents the approach and activities to conduct the remaining Change Readiness Assessments and provides analysis of the assessment results.	Adopt	Various	11	<ul style="list-style-type: none"> • Change Readiness Assessment 1 • Responses inventory • Response analysis document • Readiness recommendations • Change progress reports
# 11 Position Definition Approach	This Deliverable documents the approach for reviewing and validating the skills and positions of the future State organization for State.	Adopt	MS Excel	11	<ul style="list-style-type: none"> • Approach and Strategy Document • Skills and Positions Inventory • Consultation, analysis, tools and templates, monitoring and reporting
# 12 Agency Readiness Scorecard (the “Agency Readiness Scorecard”)	This Deliverable tracks the completion of tasks by each agency and provides an overall view of readiness of agencies.	Adopt	MS Excel	11	<ul style="list-style-type: none"> • Agency Readiness Scorecard • Consulting, coaching, collecting, analyzing, monitoring and reporting results
# 13 Test Management Strategy and Plans	This Deliverable documents the test approach, schedule, metrics/reporting, test conditions/ test scripts and test cycles for each test stage. An initial Test Plan will be produced for System Testing, Integration Testing, User Acceptance Testing, payroll parallel testing,	Adopt	MS Word	9	<ul style="list-style-type: none"> • Test strategy and approach • Test schedule, metrics/reporting, test conditions/ test scripts and test cycles for each test stage.

	Performance Testing, and Operational Readiness Testing.				<ul style="list-style-type: none"> • High level test plans for System Testing, Integration Testing, User Acceptance Testing, payroll parallel testing, Performance Testing, and Operational Readiness Testing.
# 14 Security Management Plan	This Deliverable details the PeopleSoft application security design for the all in-scope PeopleSoft HCM 9.2 modules. It includes the overall plan for designing, building, and validating the PeopleSoft HCM 9.2 application security. It will outline the roles and responsibilities for the penetration test activities between the Accenture and State Security SMEs.	Adapt	MS Word	8	<ul style="list-style-type: none"> • Security strategy and approach • PeopleSoft application and tool security designs • PeopleSoft applications and tool security builds • Penetration test plans
# 15 End-User Training Strategy and Plan (the "End-User Training Strategy and Plan")	This Deliverable documents the initial plan, high level approach, resources and timeline used for the development of end-user training material and delivery.	Adapt	MS Word	10	<ul style="list-style-type: none"> • Training strategy and approach • Training schedule, metrics/reporting, test conditions/ test scripts and test cycles for each test stage. • Training plans for the Project Team and end-user training.
# 16 Solution Configuration Design and Build Deliverable (the "Solution Configuration Design and Build Deliverable")	The Solution Configuration Design and Build Deliverable is the repository for all configurations done in the Human Capital Management-Payroll Modernization System (the "HCM-Payroll Modernization System") sorted by module and business process. This configuration workbook document will serve as quick reference guide for all Project personnel involved in system maintenance after Go-Live. Project personnel will utilize this guide to quickly identify all configuration aspects of a business process that will be impacted by a change to the existing business process or application upgrade.	Adapt	MS Excel	4	<ul style="list-style-type: none"> • Configuration strategy and approach • Configuration design repository • Configuration build repository
# 17 RICEFW Design Specifications 1	This Deliverable is the repository for the functional design for a given development object associated with modifications. This document will serve as quick reference guide for	Adapt	MS Word	5	Initial repository for: <ul style="list-style-type: none"> • Functional Design Specifications

	Project personnel involved in system maintenance after Go-Live. Project personnel will utilize this guide to quickly identify all modification aspects of a business process that will be impacted by a change to the existing business process or application upgrade.				
# 18 RICEFW Design Specifications 2	This Deliverable is the repository for the functional design for a given development object associated with modifications. This document will serve as quick reference guide for Project personnel involved in system maintenance after Go-Live. Project personnel will utilize this guide to quickly identify all modification aspects of a business process that will be impacted by a change to the existing business process or application upgrade.	Adopt	MS Word	5	Revisions and updates to the initial repository for: <ul style="list-style-type: none"> • Functional Design Specifications
# 19 Change Readiness Assessment 2 ("Change Readiness Assessment 2")	This Deliverable documents the approach and activities to conduct the remaining Change Readiness Assessments and provides analysis of the assessment results.	Adopt	Various	11	<ul style="list-style-type: none"> • Change Readiness Assessment 2 • Responses inventory • Response analysis document • Readiness recommendations • Change progress reports
# 20 Parallel Payroll Test Plan	This Deliverable identifies the test activities, approach, and high-level test conditions used for the validating and comparing test results between GEAC and PeopleSoft HCM 9.2 during parallel testing.	Adapt	MS Word	9	<ul style="list-style-type: none"> • Detailed parallel test strategy and approach • Parallel test schedule, metrics/reporting, test conditions/ test scripts and test cycles for each test stage. <ul style="list-style-type: none"> - Detailed test plans for payroll parallel testing
# 21 RICEFW Build Specifications 1	This Deliverable documents PeopleSoft technical design related components that cover program flows, program pseudo code, error logic, and custom object specifications.	Validate	MS Word	5	Initial repository for Technical Design components and specifications including: <ul style="list-style-type: none"> • program flows • pseudo code • error logic • customer object specifications
# 22	This Deliverable documents PeopleSoft technical design related	Validate	MS Word	5	Revisions and updates to repository for

RICEFW Build Specifications 2	components that cover program flows, program pseudo code, error logic, and custom object specifications.				Technical Design components and specifications including: <ul style="list-style-type: none"> • program flows • pseudo code • error logic • customer object specifications
# 23 RICEFW Build Specifications 3	This Deliverable documents PeopleSoft technical design related components that cover program flows, program pseudo code, error logic, and custom object specifications.	Validate	MS Word	5	Revisions and updates to repository for Technical Design components and specifications including: <ul style="list-style-type: none"> • program flows • pseudo code • error logic • customer object specifications
# 24 Change Readiness Assessment 3 (“Change Readiness Assessment 3”)	This Deliverable documents the approach and activities to conduct the remaining Change Readiness Assessments and provides analysis of the assessment results.	Adapt	Various	11	<ul style="list-style-type: none"> • Change Readiness Assessment 3 • Responses inventory • Response analysis document • Readiness recommendations • Change progress reports
# 25 System Integration Test Results 1	This Deliverable documents the test results of various integrations between internal and external entities related to the PeopleSoft HCM 9.2 modernization and implementation including PeopleSoft Payroll and PeopleSoft Absence Management modules.	Validate	MS Excel	9	Initial systems integration results document including: <ul style="list-style-type: none"> • Integration Test scripts and conditions • Expected Integration Test results • Actual Integration Test results • Integration Test defects and applied fixes
# 26 Train-the-Trainer Materials	This Deliverable provides the materials developed to support trainer preparation, documents the activities completed to prepare State trainers for training delivery, and captures the participation of State trainers.	Validate	MS Word	10	<ul style="list-style-type: none"> • Classroom materials to support the classroom training efforts that have been customized to address specific software configuration and customizations

					<p>made as part of the Project.</p> <ul style="list-style-type: none"> • A stable, tested training environment pre-loaded with representative converted reference and historical data • Training support for State trainers prior to and during training before Go-Live
# 27 System Integration Test Results 2	This Deliverable documents the test results of various integrations between internal and external entities related to the PeopleSoft HCM 9.2 modernization and implementation including PeopleSoft Payroll and PeopleSoft Absence Management modules.	Validate	MS Excel	9	<p>Revised and updated systems integration results document including:</p> <ul style="list-style-type: none"> • Integration Test scripts and conditions • Expected Integration Test results • Actual Integration Test results • Integration Test defects and applied fixes
# 28 Parallel Payroll Test Results	This Deliverable documents the parallel payroll test results produced from PeopleSoft HCM 9.2 and GEAC using mock conversion data, such as gross-to-net calculations.	Validate	MS Excel	9	<p>Parallel test results document including:</p> <ul style="list-style-type: none"> • Parallel test scripts and conditions • Expected Parallel test results • Actual Parallel test results • Parallel test defects and applied fixes
# 29 Mock Conversion Validation Results for 3 Mock conversions	This Deliverable documents the results of the mock conversion scripts and the fixes identified due to the mock conversion. Data integrity as well as data quality issues will be addressed.	Validate	MS Excel	7	<ul style="list-style-type: none"> • Mock conversion strategy and approach • Mock conversion activities and timeline • Mock conversion validation and reconciliation reports • Mock conversion results documents
# 30	This Deliverable documents the test results of various integrations	Validate	MS Excel	9	<p>Revised and updated systems integration</p>

System Integration Test Results 3	between internal and external entities related to the PeopleSoft HCM 9.2 modernization and implementation including PeopleSoft Payroll and PeopleSoft Absence Management modules.				results document including: <ul style="list-style-type: none"> • Integration Test scripts and conditions • Expected Integration Test results • Integration Test results • Integration Test defects and applied fixes
# 31 Post Go-Live Support Plan	This Deliverable details the planning of activities associated with systems operation, Help Desk, Level 2 support items, resources, prioritization, and resolution.	Validate	MS Word	13	<ul style="list-style-type: none"> • Post Go-Live Support Strategy and Approach • Post Go-Live Support Plans for first 6 months following Go-Live including: <ul style="list-style-type: none"> • recommended support organization • recommended payroll batch setup • PUM Strategy
# 32 Training Materials Complete	This Deliverable provides the completed HCM, PeopleSoft Payroll and PeopleSoft Absence Management training materials prepared for State delivery to end-users.	Validate	Various	10	<ul style="list-style-type: none"> • End-User Training Strategy and Plan • Knowledge transfer approach • End-user training needs assessment • End-user training curriculum • End-user training materials
# 33 Final Go/No-Go Checklist	This Deliverable is a detailed list of key cut over outcomes required for successful system migration to the PeopleSoft HCM 9.2. These outcomes on the checklist are used to declare the HCM-Payroll Modernization Project's readiness to commence final data conversion and system cutover to PeopleSoft HCM 9.2.	Validate	MS Excel	12	<ul style="list-style-type: none"> • Complete and itemized list of required outcomes from Migration to PeopleSoft HCM 9.2. • Complete and detailed checklist establishing system readiness for final data conversion and system cutover.
# 34 Go-Live Cutover Plan	This Deliverable details when and how the application gets rolled out to the target deployment groups and sites, as well as the tasks necessary	Validate	MS Excel	12	<ul style="list-style-type: none"> • Go-Live Cutover Approach and Strategy

	to prepare for the rollout. It also documents State agency impacts and deployment task dependencies. The plan will cover the timeframe forty-five (45) calendar days before Go-Live and thirty (30) calendar days after Go-Live.				<ul style="list-style-type: none"> • Go-Live Cutover Plan including: <ul style="list-style-type: none"> - Project Task Plan - Project Gantt - Work Breakdown Structure - Milestones Plans - Resource Plans - Potential issues and preventative actions
# 35 Change Readiness Assessment 4 ("Change Readiness Assessment 4")	This Deliverable documents the approach and activities to conduct Change Readiness Assessment 4 and provides analysis of the assessment results.	Deploy	Various	11	<ul style="list-style-type: none"> • Change Readiness Assessment 4 • Responses inventory • Response analysis document • Readiness recommendations • Change progress reports
# 36 Final Sign Off of Complete Implementation (hold back payment)	This Deliverable documents the State's acceptance of the Implementation Services. Final Sign Off of Complete Implementation (hold back payment) is based on the final sign off of the implementation after Go-Live when all severity 1 issues have been resolved.	Deploy	MS Word	12	<ul style="list-style-type: none"> • Documented outline of the completion of all implementation activities and Deliverables • Contractor and State sign-off
# 37 Knowledge Transfer Plan Summary	This Deliverable outlines various knowledge transfer activities planned by the Accenture team with the State production operations personnel to transition production support activities to be performed during and beyond the six (6) month Post Go-Live Support Period.	Post Go-Live Support	MS Excel	13	<ul style="list-style-type: none"> • Knowledge Transfer Strategy and Approach • Knowledge Transfer activities and timeline
# 38 Post Go-Live Status Report (Month 1)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13.2	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the number of tickets logged, number of tickets resolved, and high visibility defects.
# 39 Post Go-Live Status Report (Month 2)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the

					number of tickets logged, number of tickets resolved, and high visibility defects.
# 40 Post Go-Live Status Report (Month 3)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the number of tickets logged, number of tickets resolved, and high visibility defects.
# 41 Post Go-Live Status Report (Month 4)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the number of tickets logged, number of tickets resolved, and high visibility defects.
# 42 Post Go-Live Status Report (Month 5)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the number of tickets logged, number of tickets resolved, and high visibility defects.
# 43 Post Go-Live Status Report (Month 6)	This Deliverable details the status of the PeopleSoft HCM 9.2 environment, issues, and metrics from the help desk tools (e.g., number of tickets logged, number of tickets resolved, and high visibility defects).	Post Go-Live Support	MS Word	13	Documented detailed Status Report of the PeopleSoft HCM 9.2 environment, including metrics from the help desk tools, such as, but not limited to, the number of tickets logged, number of tickets resolved, and high visibility defects.
# 44 Project Closeout Report (hold back payment)	This Deliverable details the status of the implementation of the HCM-Payroll Modernization System including the achievement of the HCM-Payroll Modernization Project Goals and Objectives. Further, it details recommendations from Accenture that would help the State	Post Go-Live Support	MS Word	13	<ul style="list-style-type: none"> Status of the implementation of the HCM-Payroll Modernization System including the achievement of the overall HCM-Payroll

	in developing a long-term strategy to manage PeopleSoft HCM 9.2.			Modernization Project Goals and Objectives <ul style="list-style-type: none"> • Inventory of open operation issues and recommended resolution plans • Recommendations for a long-term support approach and strategy • Transition document for the Accenture PeopleSoft Upgrade Toolkit
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1.9 ACCENTURE’S DELIVERABLES FOR OPTIONAL IMPLEMENTATION SERVICES

Accenture’s Deliverables to be completed in connection with the Optional Implementation Services, to the extent requested by the State, pursuant to Article III, Section 2.B of the Base Contract, are described below:

- OCM Change Management/Readiness Consultant Services

Change management/readiness services from a professional change management resource with the same skillsets, responsibilities, and knowledge as the Change Management / Readiness Resources role described in Figure F7-3. These services will be provided Onsite.

- OCM Training Consultant Services

Training services from a professional training resource with the same skillsets, responsibilities, and knowledge as the Training Resources role described in Figure F7-3. These services will be provided Onsite.

- Advisory Support Coverage Services

The service includes optional support each month from professional support resources with a minimum of five years of experience supporting solutions similar in scope to PeopleSoft HCM 9.2. The State may request the monthly support service for any month by providing 30 days’ advance notice. The State will determine whether the support will be provided remotely or Onsite. Contractor will provide a support summary report for each month of requested services.

1.10 DELIVERABLE ACCEPTANCE CRITERIA

Acceptance of all Deliverables identified in this SOW will be based on Acceptance Criteria confirmed by Accenture and the State.

As part of the planning for each Deliverable, the State and Accenture Project management staff will develop and complete a detailed, mutually agreed upon Acceptance Criteria document (the “Acceptance Criteria Document”), which will set forth the Acceptance Criteria for each Deliverable listed in Sections 1.8 and 1.9

herein. The following factors will be considered for acceptance of each Deliverable and will be set forth in the Acceptance Criteria Document:

- Level of detail of the Deliverable
- Format of the Deliverable
- Deliverable Acceptance Criteria
- Revision history
- Deliverable summary
- Introduction
- Approach to Deliverable development
- Content
- Process (collaboration needs if necessary)
- Input Deliverables
- Deliverable updates
- Resources needed
- Interdependence between the Deliverable and the impact of meeting deadlines on delivery and review on the dependent Deliverable assumptions and open items
- Critical success factors
- Exceptions to Deliverable
- Deficiency correction date (if applicable)
- Review committee
- Required signatures

The Acceptance Criteria Document will be jointly developed and finalized prior to commencing Work upon each Deliverable. Prior to the commencement of the Work on each Deliverable, if the Acceptance Criteria set forth in the Acceptance Criteria Document for such Deliverable is new or different from the Acceptance Criteria set forth in the then current form of Section 1.8 or 1.9 herein, then such revised or new Acceptance Criteria shall be entered into Section 1.8 or 1.9 herein and shall be treated as a Contract Modification requiring the execution of the revised SOW by the State Auditor and Accenture or, if required, an Amendment requiring the execution of the Base Contract, Exhibit A or B thereto and this SOW, as appropriate, by the State Auditor and Accenture and approved by the same approving State agencies to the Base Contract.

Deliverable Acceptance Process

All Deliverables require written “Acceptance” by the State Auditor in accordance with the following procedures. The State and Accenture acknowledge that the Acceptance process set forth herein will be facilitated by ongoing consultation between the State and Accenture and collaboration on key decisions.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. The review period (the “Review Period”) will be deemed to have started on the day the State Auditor receives the Deliverable and the certification of such Deliverable as such by Accenture.

The Review Period shall be five (5) business days for written Deliverables of one hundred (100) pages or less and fifteen (15) business days for all other Deliverables. The duration of the Review Period will be doubled if the State has not reviewed an interim draft of a written Deliverable prior to its submission to the State Auditor. The State Auditor agrees to notify Accenture in writing by the end of the Review Period either stating that the Deliverable has been accepted by the State in the form submitted by Accenture or rejected with a description of the deficiencies that shall be corrected prior to Acceptance of the Deliverable. If the State Auditor delivers to Accenture a rejection notice of one or more deficiencies, Accenture will correct the described deficiencies as set forth in the caption "Deliverable Rejection and Deficiency Correction" below.

Upon receipt of a corrected Deliverable from Accenture, the State will have an additional period of time, equal to the length of the original Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

Deliverable Rejection and Deficiency Correction

If a deficiency is found and a Deliverable is rejected, the State Auditor will notify Accenture in an email notice describing the deficiencies that are the basis for the State's decision to reject the Deliverable. The State Auditor may, but shall not be required to, conditionally accept in writing a Deliverable that contains non-material deficiencies if the State Auditor elects to permit Accenture to remedy them after conditional Acceptance. In which case, Accenture will work diligently within the prescribed timeline to correct all deficiencies in the Deliverable that remain outstanding at the time of such conditional Acceptance by the State Auditor.

In addition to all other rights and remedies under this Contract, the State, in its discretion, may require Accenture to repair or remedy a rejected Deliverable. In which case, the State Auditor shall provide sufficient detail in the email notice to allow Accenture to remediate the related work-product. Upon such notice, Accenture shall within five (5) business days or other time period agreed to by the State Auditor, and without charge to the State, cure such deficiencies or re-perform such Deliverable. The State Auditor may, at its discretion, allow a period longer than five (5) business days in consideration of the scope of the deficiencies. Except as to any latent defects, Accenture shall not be responsible for deficiencies not discovered or identified by either Party; provided, that, Accenture shall not be responsible for any latent defects after the date of acceptance of Deliverable # 44. The Parties agree that payment of an invoice shall not be deemed Acceptance of any Deliverable.

If Accenture is unable to correct all deficiencies by the deadline set forth above, the State Auditor may, at its discretion and option and in addition to all other rights and remedies under this Contract, including but not limited to Article III, Sections 46 and 54 of the Base Contract: (i) demand that Accenture cure the deficiencies and give Accenture additional time to cure the deficiencies at the sole expense of Accenture; (ii) cure the deficiencies by self-help, either using State resources or by using other third-party contractors, in which event Accenture shall bear all costs and expenses incurred by the State in curing the deficiencies; or (iii) terminate this Contract for default.

Protection from Damage

Accenture shall continuously protect all Deliverables and backups prior to their Acceptance and while in Accenture's possession or control from damage, destruction or loss resulting from or caused by the acts or omissions of Accenture in connection with the Services. Deliverables housed or stored in the State's SharePoint shall not be considered within Accenture's possession or control. After the State Accepts a Deliverable, the risk of loss or damage shall be borne by the State, except loss or damage attributable to Accenture's acts or omissions.

1.11 CHANGE CONTROL PROCESS

Either the State or Accenture may request changes to the SOW at any time (each, a “Change Request”). Because such changes could significantly affect critical aspects of the Work being performed, all changes requested must follow the formal HCM-Payroll Modernization Project Change Control Process to gain approval. The Project Team is responsible for completing all required documentation to request and justify changes. The following process shall be used for scope, schedule, or cost changes.

Change Requests shall be submitted by the State or Accenture to the Change Control Board (the “CCB”). The CCB shall be comprised of the State Project Leader and the Accenture Sr. Project Manager. The State’s Sr. Project Manager shall serve as the Secretary of the CCB.

Change Requests must be sponsored by a State manager (i.e., HCM, payroll, technical, PMO or Organizational Change Management). To initiate a Change Request, the State or Accenture shall send an email request to the CCB. The request should include a priority designation.

- Priority 1 – Urgent and Major Impact
- Priority 2 – Urgent and Minor Impact
- Priority 3 – Not Urgent and Major Impact
- Priority 4 – Not Urgent and Minor Impact

The Project Team manager must receive authorization from the CCB to proceed with the Change Request.

Change Requests shall be developed using an approved Change Request Template. Analysis will be in accordance with Article III, Section 9 of the Base Contract and shall include impacts to business requirements, cost, schedule and State and Accenture resources. Change Requests will be presented to the CCB and the merits of each Change Request shall be discussed collaboratively between the CCB, Accenture and affected stakeholders.

Within five (5) business days, the CCB shall either:

- Approve the Change Request
- Reject the Change Request
- Request additional information
- Present the Change Request to the Executive Governance Committee

Change Requests and their disposition shall be documented in a Change Control Log maintained by the CCB. Change Requests approved by the Parties shall be incorporated into the terms of this SOW.

To the extent there is disagreement within the CCB, The Executive Governance Committee shall make the final determination as to whether the approved Change Request shall be implemented as: (1) a fixed-price change order; (2) a trade-off of hours from scope reduction; (3) a “time and materials” change order; (4) a reduction in scope change; or (5) a schedule impact change order (e.g., a time extension for a Deliverable).

If the Change Request would result in an amendment to the Base Contract, any increase in the costs described therein or in Exhibit A or Exhibit B thereto or any reduction in the scope of Services to be provided by Accenture without a corresponding appropriate reduction in the cost of such reduced Services, such amendment shall be treated as an Amendment under the Contract, and the Contract shall be accordingly

amended. If not, such amendment shall be treated as a Contract Modification under the Contract, and the Contract shall be accordingly amended.

Once the Change Request has been approved and implemented, the Change Request shall be closed by the CCB.

2. PROJECT MANAGEMENT

The Project Management Office (“PMO”) will consist of the Project Leaders, Project Managers, State administrative staff (as appropriate), IV&V (if applicable), and Accenture. The IV&V will be selected by the State to assist with Project risk management, oversight and related activities.

The PMO shall be responsible for providing Project management and administrative support services. The PMO will generate and provide Project management analysis and information to HCM-Payroll Modernization Project management.

2.1 MAJOR ACTIVITIES

The following activities shall occur throughout the entire execution of the Project.

State Oversight

The State retains all final decision-making power, rights, discretion and authority under the Contract in the evaluation of the Project and acceptance/approval of the Work being performed.

To support the State in its oversight, the Parties agree as follows:

- Accenture’s Sr. Project Manager will report to the State’s Project Leader.
- All issues and decisions that cannot be resolved or made by the State’s Project Leader will be escalated to the State’s Project executives who will then make the required decision or escalate further to the Executive Governance Committee. The State’s Project Leader and State Project executives will be responsible for deliberating within the State when needed.
- The State Project Leader’s review and approval will be required to close milestones and to begin work on the next milestone.
- The Executive Governance Committee will meet monthly and may meet more frequently when necessary to review milestone completion or to approve beginning work on a new milestone.
- The State’s Project executives together with the State’s Project Leader will set the agenda for all Executive Governance Committee meetings. Accenture will be consulted on agenda items and will support the State’s Project Leader and Project executives, as necessary and/or upon request.
- Accenture’s HCM / Payroll Project Lead, Sr. Project Manager, and designated Accenture executives will attend Executive Governance Committee meetings to present status, provide analysis and recommendations related to needed decisions or issues requiring resolution, and answer questions that may arise during the course of the meeting. Other Accenture personnel may attend, upon request by the Executive Governance Committee, to provide background, analysis, or a presentation on a topic scheduled for a particular meeting. The Executive Governance Committee reserves the right at its sole discretion to hold meetings or to discuss a particular topic without any Accenture personnel or representatives in attendance.

Project Plan

During the Plan stage, Accenture will create a written “project plan” in an agreed format that provides a detailed plan for the entire Project, including: Project management activities, tasks, schedules, dependencies, critical paths, responsible Parties, roles and responsibilities of Project Team members, detailed staffing plan, Deliverables, duration of specific Work components, start and end dates, and milestones (“Project Plan”). The Project Plan should be accessible via Microsoft Project 2010® or any newer version obtained by the State.

At the conclusion of the Adopt stage, Accenture will revise the Project Plan for the remainder of the Project.

This same update process will continue for the remaining stages of the Project.

Throughout the Project, Accenture’s Sr. Project Manager will be responsible for monitoring and updating the Project Plan continuously and revising and developing further detail as appropriate.

The Project Plan will not be the only tool used to manage the day-to-day tasks of each Project Team member. The Project Plan will be supplemented by a SharePoint document management collaboration tool and Excel tracking inventories. Where possible, duplication in tracking activities will be minimized to provide the Project Team with an efficient and effective approach to managing Deliverables and status. The Accenture team leads will be responsible for day-to-day management of Accenture team members. The team leads will break day-to-day oversight down into manageable tasks, documented clearly with expected due dates, and will assign those tasks to team members. The respective team leads will report status, risks, and issues to HCM-Payroll Modernization Project management.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Create Project Plan• Routinely monitor and update the Project Plan• Capture hours worked and estimates through Project completion• Report on Project Plan metrics	<ul style="list-style-type: none">• Review and approve changes to the Project Plan• Report hours worked and estimates through Project completion into the Project Plan• Create and maintain State-assigned tasks

Status Reporting and Status Meetings

Accenture’s Sr. Project Manager will provide to the State weekly status reports relative to the Project Plan to the State Project leadership for the duration of the Project. Project weekly status reports will show the Project’s progress and provide information from the previous week’s activities as well as upcoming activities (“Status Report”). Weekly Status Reports are due by end of day on Wednesday the week following the reporting period. If a State holiday occurs during one of the report preparation days (Monday through Wednesday of the week following the reporting period), a grace period of one (1) day will be allowed for the submittal of the report.

Status Reports will contain the following items:

- A listing of departures or deviations from the Project schedule with explanations of causes and effects on other areas, and remedies to achieve realignment.
- Changes to Project objectives, scope, schedule, or budget.
- A listing of tasks completed since the last report.

- Tasks that were delayed and reasons for delay, with revised completion dates, percent complete, other applicable Project metrics and remediation steps.
- Updates for previously delayed tasks.
- Planned activities for the next scheduled period.
- Summary of major concerns, risks, and issues encountered, and resolutions.
- Identification and discussion of security issues.
- Any other topics that require attention from the State Project Leader and/or Executive Governance Committee.

Weekly status meetings will be held as mutually agreed. The Project Managers and team leads from Accenture and the State will attend those meetings. The Accenture Sr. Project Manager will organize and lead the meeting. The weekly Status Report will drive the discussion.

Executive Governance Committee meetings will occur monthly or as needed. The Accenture HCM / Payroll Project Lead and Sr. Project Manager are expected to attend these meetings, unless the Executive Governance Committee is meeting without the presence of any Accenture personnel. The State Project Leader will be responsible for the development of the Executive Governance Committee meeting presentation and the agenda for the meeting. The Accenture Sr. Project Manager will provide assistance in developing the presentation unless the Executive Governance Committee is meeting without the presence of any Accenture personnel.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Create Status Report template • Provide weekly Status Reports • Conduct weekly status meetings • Attend Executive Governance Committee meetings, if invited 	<ul style="list-style-type: none"> • Review and approve Status Report template • Attend weekly status meetings • Develop Executive Governance Committee presentations • Conduct monthly or ad-hoc Executive Governance Committee meetings

Documentation Plan

The Documentation Plan will be developed by Accenture and the State during the Plan and Initiate stages to facilitate the management of documents and Deliverables for the Project. The Documentation Plan will be developed utilizing Accenture’s management methodology and practices including:

- Establishing and communicating a standard directory structure
- Establishing and monitoring document naming conventions and standards
- Capturing and reporting on standard document elements, such as version number, author, change history and rationale, participants in document creation, and approvals
- Establishing and enforcing procedures for updates to existing documents and Deliverables, including notifications and approvals, and co-authoring of documents where necessary.

Documents and Deliverables will be stored on a Project-specific SharePoint site. SharePoint will be provided by the State, using a template provided by Accenture.

The PMO team will be responsible for organizing Project documentation. The Project Team will use Project documents to define and refine Project scope, to communicate status, design decisions, business process

flows, and many other critical aspects of the Project. Managing and maintaining documentation, manuals, and source code libraries is a normal part of the Project activities.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Set up SharePoint directory structure • Provide, and update as necessary, documentation templates • Develop documents that conform to formats and standards as agreed upon with the State • Provide documentation content from AESG 	<ul style="list-style-type: none"> • Provide SharePoint site • Review and approve documentation templates • Review and approve documentation during the Project lifecycle produced by both Accenture and the State in a timely and efficient manner • Provide Project Team with updated Contractor documentation

Risk Management

Accenture will create a Risk Management Plan during the Plan and Initiate stages that details foreseeable risks, estimated related impact, and defined responses and a process for ongoing risk identification and resolution. Accenture will lead risk management activities with the active support of the State in the process. The PMO team will use the Risk Management Plan to assess, respond to and manage risks.

The PMO team shall update the risk register document to report on the status of identified risks and any proposed or implemented risk mitigation activities. The updated risk register document shall be reviewed on a monthly basis, unless a risk element occurs, in which case it shall be reflected in the updated risk tracking document which shall be provided as part of the weekly Status Report.

Risks will become issues when they reach a threshold predetermined by the PMO team as documented in the Risk Management Plan (“Issue”). Issues will be published in the Status Report.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Conduct risk register document review meeting on at least a monthly basis • Identify risks and mitigation strategies and activities • Report on major risks in the weekly Status Report 	<ul style="list-style-type: none"> • Participate in risk management activities • Identify risks and implement mitigation strategies

Issue Management

Accenture will implement Issue mitigation and management activities with the active participation of the State in the process. The PMO team will use an Issue management plan developed by Accenture and the State during the Plan and Initiate stages.

Issues that arise during the Project will be logged in an agreed Issue Tracking Tool, reviewed and monitored on a weekly basis. The PMO team will lead the implementation of an Issue management process that focuses on early issue identification, tracking and reporting, prioritizing and analyzing, escalation and prompt resolution procedures. “Critical” and “High” risk Issues should be included as a subsection in the weekly Status Reports.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> Identify Issues and resolutions Report on major issues in the weekly Status Report Develop Risk Tracking Tool 	<ul style="list-style-type: none"> Participate in issue management activities Identify issues and resolutions

Quality Assurance

Accenture’s Quality Assurance approach combines leading industry practices with internal proprietary practices that provide:

- Tools to evaluate quality and monitor performance
- Processes that help to provide an early warning/detection system to identify and address issues
- Standard quality methodologies and performance metrics
- Quality reviews throughout the lifecycle

The approach includes layers of quality review, client satisfaction surveys and adherence to quality guidelines and standards (collectively, the “Quality Assurance Approach”).

The Quality Assurance Approach is comprised of the following major activities:

- Develop quality guidelines for development and testing
- Conduct monthly process and Project quality assurance reviews
- Conduct quarterly client quality assurance reviews from an outside observer that also includes the establishment and evaluation of stakeholder expectations
- Conduct annual client satisfaction survey
- Conduct Expectations Management sessions with State executives
- Work with agencies to ensure adoption of and adherence to Project quality assurance standards

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> Implement Accenture’s Quality Assurance Approach that combines leading industry and proprietary practices Conduct quality reviews per the Project Plan Create Project and process quality reports for quarterly client assurance reviews 	<ul style="list-style-type: none"> Communicate Project quality standards to agencies Make the appropriate client stakeholders available for periodic meetings Respond to the annual client satisfaction survey Assist agencies in meeting Project quality assurance standards

Performance Management

Project performance management includes the identification of a standard set of indicators for the Project and provides clear guidance to Project Team members in recording, tracking, and reporting indicators across the HCM-Payroll Modernization Project. The performance indicators efficiently, effectively, and consistently measure and report the performance of the Project to all stakeholders. They are evaluation

elements that signal whether the Project is likely to reach its intended outcomes. These indicators are measurable (quantifiable and qualitative) and tracked over time to see trending.

Based on Accenture’s experience with similar projects, Accenture has listed below performance indicators that provide insight into the overall performance of the Project. Individual work streams are likely to use and track additional indicators to manage their day-to-day activities. The State and Accenture will share responsibility for tracking and reporting performance metrics.

Each indicator is given a colored status that gives an indication as to whether the status is positive or negative. The Project will use the following colors and definitions for its status indicators:

- **Green (G):** The Project performance area is on track without material issues.
- **Yellow (Y):** The Project performance area faces a challenge or set of challenges that could, if left unmanaged, negatively impact the Project’s outcome. The Project Team should prioritize corrective action.
- **Red (R):** The Project performance area faces a challenge or set of challenges that threatens its outcome. The Project Team should take corrective action immediately.

The following table provides preliminary Project performance indicators to provide insight to stakeholders across the HCM-Payroll Modernization Project to the overall health of the Project. The State and Accenture will partner to finalize the specifics for each assessment criteria as part of the Project initiation processes.

ID	Assessment Criteria	Indicator Name	Indicator Calculation	Performance Indicator Expectations
1	Cost	Cost Performance Index (CPI)	CPI will be calculated using Microsoft Project	G = .90 – 1.10 Y = .84 - .89 or 1.11 – 1.16 R = < .84 or > 1.16
2	Schedule	Schedule Performance Index (“SPI”)	SPI calculated via Microsoft Project	G = .90 – 1.10 Y = .84 - .89 or 1.11 – 1.16 R = Less than .84
3	Schedule	Schedule variance percentage	Schedule variance percentage as calculated from Microsoft Project	G = <5% Y = >5% and <=11% R = Greater than 11%
4	Risk	Risks transitioned into Issues	Number of risks transitioned into Issues during the measured period	G = 0 or 1 Y = 1 or 2 R = Greater than 3
5	Issue	Overdue Issues	Number of open Issues past their due date, regardless of escalation tier	G = 0 Y = <=2 impacting Project critical path and <5 total open issues R = > 2 impacting Project critical path and >=5 total open issues

ID	Assessment Criteria	Indicator Name	Indicator Calculation	Performance Indicator Expectations
6	Scope	Scope Change Requests	Any open scope-related Change Requests opened during the period which: Increase scope (add Deliverable or complexity); reduce scope (activity, content, or complexity); or change in go/no-go or Deliverable due date	<p>G = No scope Change Requests or Processed Scope Change Requests move, add, or remove Work, but do not have a material impact on the completion of the Project's charter or critical path during the current funding period</p> <p>Y = Processed scope Change Requests move, add, or remove work, with an impact on the critical path during the current funding period, but not the Project's Charter</p> <p>R = Processed scope Change Requests have a material impact on the completion of the Project's Charter</p>
7	Resource	Project staffing	Percentage of planned staff engaged during the period	<p>G = 95% of planned positions staffed per the staffing plan</p> <p>Y = Between 85% and 95% of planned positions staffed per the Staffing Plan</p> <p>R = Below 85% of planned positions staffed per the staffing plan</p>

3. TECHNICAL ARCHITECTURE AND INFRASTRUCTURE DESIGN

Utilizing the Accenture recommended infrastructure capacity as reflected in the Recommended Infrastructure tab of Attachment F1 Technical Requirements as a guideline, the members of the State Technology Team are responsible for validating the plan, procuring hardware, designing, building, and managing the technical infrastructure.

3.1 APPROACH

Activities in the technical architecture scope include the following:

- Software upgrade methodology, related approach, activities, procedures, tools, and templates
- Finalize approach with the State on leveraging AESG pre-configured environments as baselines as appropriate (e.g., for business process walkthrough or base development environment)
- Determine the structure and maintenance plan for the database instances/environments
- Establishment of the following PeopleSoft HCM 9.2 environments, separate from current HCM version 9.1 environments:
 - Development, Upgrade92 , System Test, Gold Configuration
 - Integration Test, conversion, training
 - User acceptance test, pre-production
 - Disaster Recovery and Production
- Work with the business and test leads in developing detailed Environment Plan consisting of:
 - Environment characteristics (full employee data vs. subset)
 - Environment availability timeline
 - Refresh Schedule
 - Backup and Recovery Plan that aligns with State's Recovery Time Objective (RTO) and Recovery Point Objective (RPO).
- Confirm PeopleTools (8.57) and image for PeopleSoft HCM 9.2 Go-Live
 - Enforce patch freeze with above tools and image until Go-Live

3.2 MAJOR ACTIVITIES

Adopt – Deploy Stage Environments

The State will provide a Technical Infrastructure team to support the HCM-Payroll Modernization Project by providing technical leadership and resources for the following services:

- Manage the standard technical infrastructure configuration, environment setup, online availability, user access grants, and user management
- Knowledge and access to existing network environment security infrastructure and identify management solution
- Perform the PeopleTools 8.53.x upgrade

- Initial software installation supporting build-through deployment
- Allocation of storage space, memory, and network infrastructure for HCM-Payroll Modernization System environments with respect to the Project Plan
- Support the Project Teams during Adopt, Adapt, Validate, Deploy, and Post Go-Live Support stages
- Environment and network support (or delegated support access) during standard and non-standard working hours for Project Team members
- Technical assistance with the integration of external software outside the scope of the HCM-Payroll Modernization Project core implementation

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Develop and provide an environment plan for PeopleSoft HCM 9.2 Systems Development Life Cycle (“SDLC”) • Develop a PeopleSoft HCM 9.2 environment deployment timeline for each instance • Confirm appropriate PeopleTools 8.57 planned for the Go-Live of PeopleSoft HCM 9.2 • Provide guidance to State PeopleSoft Admins, DBAs and other system admins during PeopleTools 8.57 upgrade • Provide guidance on best practices to setup PeopleSoft environments and infrastructure • Coordinate with IOT in PeopleSoft HCM 9.2 technical environment operations • Participate in State data recovery activities to revise State’s existing data recovery procedures to account for the introduction of payroll related functions 	<ul style="list-style-type: none"> • Validate Accenture proposed capacity plan before acquiring hardware, per approved concurrency volumes • Provide PeopleSoft HCM 9.2 environments per Project required PeopleTools 8.57 and timeline • Perform PeopleTools 8.57 installation, upgrades and patching of all PeopleSoft HCM 9.2 Project environments • State IT Admin team to perform PeopleTools 8.57 install and upgrade activities, including Server, Storage, Network and third-party product upgrades • Maintain and support Compute, Storage, and Network • Provide technical setup and services related to Oracle Database, PHIRE and other third-party tools • Revise current PeopleSoft HCM DR Plan to account for Web/App Tier migration from Windows to OEL and Oracle RDBMS upgrade • Provide enabling technology support related to Interfaces, Conversion, File distribution • Support Testing activities related to data conversion, batch operations and performance management of Project environments

Technical Architecture Design

The technology team shall consist of those members listed under “Technology Team” in Figure F7-2 in Section 1.5 herein (the “Technology Team”). The Technology Team will create and document the design of the application and infrastructure architectures, including hardware, software, and networks.

The “Technical Blueprint” will be created by the Technology Team to describe the components of the technical architecture that supports the HCM-Payroll Modernization System business applications. This document provides information as to the use of these components and how they integrate with each other.

The Technical Blueprint includes the following sections:

- **Application Architecture Specification:** Defines the existing and planned application structure, describes functional software solutions, and their interactions needed to support business processes.
- **Technical Architecture Specification:** Details the scope of the technical and process options proposed by the HCM / Payroll Technology Architect.

- **Development Environment Specification:** Documents the design specifics for the selected development environment components and services.
- **Execution Environment Specification:** Consists of execution service designs and the infrastructure platform design.
- **Operations Environment Specification:** Documents the design specifics for the selected operations environment components and services.

Infrastructure and Applications Technical Support

Throughout the HCM-Payroll Modernization Project, the State Technology Team will provide the ongoing technical support of the infrastructure and applications.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Establish objectives for application monitoring • Log and coordinate application service requests with IOT for PeopleSoft HCM 9.2 instances • Coordinate infrastructure support required to resolve application issues • Coordinate review of penetration test results and remediation with Oracle for PeopleSoft related patches • Follow State guidelines related to using Enterprise tools such as VPN, RDP, PHIRE • Follow State policies for file transmissions and communications • Complete State mandated Security training regarding handling real data for conversion, interfaces, or testing • Follow onboarding and offboarding policies when accessing State environments or network 	<ul style="list-style-type: none"> • Establish infrastructure monitoring through Oracle Enterprise Manager (OEM) or other State preferred monitoring tools • Implement and support infrastructure changes such as Firewall configuration, Load Balancer rule, HA, RPS, NTP, RDP, VPN, DNS entries, and DHCP • Implement and perform access and environment auditing per State guidelines • Monitor and respond to alerts from infrastructure • Provide desktop support for the Project Team • Respond and perform infrastructure service requests • Periodically report on infrastructure support activities • Conduct penetration test and provide results for items that require remediation by the PeopleSoft team • Remediate all Infrastructure related items required for Go-Live approval • Provide ongoing technical support of infrastructure and applications.

Upgrades, Patches, and Fixes

By the end of the Plan and Initiate stages, the Project Team will finalize the exact PeopleTools 8.57 and PeopleSoft HCM 9.2 application image to be used as the Project baseline version for Go-Live. Accordingly, fixes, patches, and bundles will not be applied after the start of development and before the end of production stabilization, except for when the fix, patch, or bundle addresses a particular critical or high priority defect and has PMO approval.

The Technology Team will adopt the above guidelines in establishing software upgrade, patch, and fix methodologies for use on the HCM-Payroll Modernization Project. The Technology Team will establish criteria and plan for applying software upgrades from Oracle (PeopleSoft, etc.). These upgrades may include:

- Patches & Fixes
- Applying software upgrades

Work products will be created by Accenture and the State explaining the related approach, activities, procedures, tools, and templates. These work products include:

- Configuration migration procedures
- Object/code migration procedures
- Develop software patches and fixes methodology

Application release upgrades (e.g., upgrading PeopleSoft HCM .2 to a future release) are not in scope for the HCM-Payroll Modernization Project.

All infrastructure upgrades and patches will follow and conform to PeopleSoft certification matrix for PeopleSoft HCM 9.2 and Project baseline version of PeopleTools 8.57. The State will grant Accenture Project Team access to Oracle support, if possible, for logging and managing service requests related to the PeopleSoft SDLC.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Establish criteria and plan for software upgrades and patches from Oracle (PeopleSoft, etc.) • Establish plan for applying infrastructure patches such as database patches from Oracle • Develop methodology for software patches and fixes • Assist in establishing criteria and plan for applying fixes and patches to infrastructure components • Periodically report on application technical support activities • Develop approach, activities, procedures and tools, including for configuration and migration procedures 	<ul style="list-style-type: none"> • Develop plan for software upgrades and patches from Oracle (PeopleSoft, etc.) • Apply critical infrastructure patches such as database patches from Oracle • Develop methodology for software patches and fixes • Establish criteria and apply fixes and patches to infrastructure components • Develop infrastructure component patches and fixes methodology • Apply fixes and patches required of infrastructure components • Conform all PeopleSoft environments to PeopleSoft certification matrix • Apply critical PeopleSoft security patches required by Oracle and in consultation with the Project Team

State Infrastructure Responsibilities

The State will provide the following items for the duration of the Project:

- Provide all infrastructure, software, and tools required for the Project unless otherwise specified
- Provide appropriate user access rights to Accenture team personnel to allow them to carry out their responsibilities, including access to Oracle support for service requests
- Install and manage all approved third-party tools that are in Project scope
- Provide secure access to the Accenture Project Team members who require remote access to State's network to comply with State security rules. Access to data and solutions in the State's protected zone are subject to compliance with the State's Security Policy.
- State infrastructure will be accessible via remote access by Accenture's resources through VPN over the internet using RDP (or a similar tool provided by the State) based on mutually agreed upon security provisions
- Provide the infrastructure required for all environments and is responsible for related maintenance and support, according to proposed environment plan
- Responsible to decommission legacy applications that are being replaced

- Provide necessary licenses to facilitate the utilization of Active Directory or an Identity and Access Management (“I&AM”) solution for the HCM-Payroll Modernization System
- Responsible for any changes or updates to its Enterprise security software such as I&AM or Security Incident and Event Management (“SIEM”)

4. SYSTEM CONFIGURATION

The functional teams will create the configuration design and configuration build for PeopleSoft modules identified in Section 1.2 Functional Scope - List of Modules, identified as "implement" and "configure".

4.1 MAJOR ACTIVITIES

Business Process Definitions

The functional teams will create future state business process flows that will include the business processes identified in Section 1.2 Functional Scope based on the AESG inventory for the starting point where available. The business process flow is a graphical representation of a process or activity showing the sequence of the business processes with associated decision points. The flows will enable application design teams to understand the information and business process flow throughout execution of the process or activity. The following table summarizes the responsibilities for Accenture and the State

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Produce process model inventory• Produce business process design flow documents assigned to Accenture in each business process• Review and approve the business process design flow documents• Work closely with State Project management, team members, and SMEs in developing the future state business processes.	<ul style="list-style-type: none">• Produce business process design flow documents assigned to the State in each business process• Review and approve the business process design flow documents• Provide SMEs that can efficiently and accurately document/describe existing business processes

Configuration Design

The functional teams will create configuration approach documents that will detail the approach to configuring PeopleSoft HCM 9.2 to meet the State's business requirements (the "Configuration Approach Documents").

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Produce configuration approach documents for configuration work units assigned to Accenture in each business process• Review and approve the Configuration Approach Documents• Work closely with State Project management, team members, subject matter experts and technical personnel in meeting process, workflow, functional, technical, and security requirements via software configuration to the extent possible	<ul style="list-style-type: none">• Produce configuration approach documents for configuration work units assigned to the State in each business process• Review and approve the Configuration Approach Documents• Provide SMEs that can efficiently and accurately document/describe existing configuration requirements

Configuration Build

The functional teams will create configuration data entry documents to define the detailed values that will be loaded into the HCM-Payroll Modernization System. The functional teams will upload or manually key configuration data values into the configuration environment and automatically distribute to other environments as needed.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • In partnership with the State, produce configuration data-entry documents for configuration work units assigned to Accenture in each business process • Review and approve the data entry documents. • Develop data load programs to insert values from the data-entry documents into the tables in the configuration environment for configuration work units assigned to Accenture • Manually key configuration values contained in the data-entry documents for configuration work units assigned to Accenture • Configure security definitions using the State security functionality • Validate configuration data after it is entered or loaded for configuration work units assigned to Accenture 	<ul style="list-style-type: none"> • In partnership with Accenture, produce configuration data-entry documents for configuration work units assigned to the State in each business process • Review and approve the data entry documents. • Provide SMEs that can efficiently and accurately document/describe existing configuration requirements • Manually key configuration values contained in the data-entry documents for configuration work units assigned to the State • Validate configuration data after it is entered or loaded for configuration work units • Provide table values for population into the configuration tables

5. MODIFICATIONS (REPORTS, EXTENSIONS, FORMS, AND WORKFLOW)

Accenture will be responsible for the functional design, Technical Designs, coding, unit testing, System Testing, and knowledge transfer associated with modifications assigned to Accenture in accordance with agreed upon standards. Modifications will be documented in such a way that they can be reproduced when the State upgrades to future releases of the software.

5.1 APPROACH

A modification pool of hours is allocated to manage the modifications to be developed by Accenture and the State. Modification work units will be confirmed and approved during the Plan and Initiate stages of the Project. If approved by the State, and the work unit is assigned to Accenture, the estimate for the Functional Design, Technical Design, build/unit test, and system test effort of the work unit will be deducted from the available hours in the pool.

The modification pool of hours is included in Section 14.7 Cost Assumptions below.

5.2 MAJOR ACTIVITIES

Functional Designs

The functional team will produce a functional design for each report, extension, forms, and workflow object that was approved at the end of the Plan and Initiate stages (“Functional Design Specifications”). The designs will compare the State’s specifications to the abilities delivered in the standard application (e.g. database tables), and validate design plans with Project stakeholders.

Functional Design Specification documents will have the following sections:

- Document history
- Category of customization (i.e., report, interface, conversion, extension, workflow)
- Application overview, including business process impacts and Processing Overview
- Application flow diagram
- Requirements Traceability Matrix (“RTM”) cross reference
- Legacy system, conversion, configuration, change management, security, and technical impacts (if any)
- Related work units (if any)
- Testing scenarios

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Produce Functional Design Specifications for software modifications assigned to Accenture and identified in the State-approved RICEFW inventory • Develop the testing approach for the approved modifications 	<ul style="list-style-type: none"> • Produce Functional Design Specifications for software modifications assigned to the State and identified in the State-approved RICEFW inventory • Review and approve the RICEFW Development Specification Documentation

Technical Designs

The development team will produce technical design documents for the modifications approved during the Adopt Stage. Unlike Functional Design Specifications documents, these detailed (technical) designs are intended as technical specifications that can be executed by application developers (“Technical Design”). Technical Designs include the following sections not included in the Functional Design Specification:

- Program flows
- Program pseudo code
- Error logic
- Custom objects

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Provide Technical Design templates for Accenture and State Technical Design documents • Produce Technical Design documents for each work unit assigned to Accenture • Review and approve each of the Technical Design documents 	<ul style="list-style-type: none"> • Produce Technical Design documents for each work unit assigned to the State • Review and approve each of the Technical Design documents

Modification Build and Unit Test

The development team will code and unit test modifications having an approved RICEFW Technical Design document. The scope of unit testing will test each piece in the modification work unit (e.g., line of code) that has more than one possible outcome, including error processing. A detailed set of test conditions and expected results will be created in close collaboration with the State based on the original design and functionality of the program as stated in the functional design documentation. A comparison of the actual results against the expected results will be completed and any discrepancies will be noted. Any discrepancies discovered will be resolved and the program will be re-tested.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Code and unit test each modification assigned to Accenture• Document changes made in the system• Conduct and document unit testing as part of the development documentation• Conduct a code review to confirm proper coding standards are followed• Review code for performance enhancements	<ul style="list-style-type: none">• Code and unit test each modification assigned to the State• Document changes made in the system• Review and approve the code, unit test scripts and unit test results

6. AUTOMATED INTERFACES

The Project Team will be responsible for the design, configuration, and testing of interfaces to and from the system, including requirements validation, design specifications, build and unit testing, and System Testing. The State will be responsible for all retrofitted interface related activities.

6.1 APPROACH

The Project Team will be comprised of representatives from the State and Accenture. Central and agency system functional and technical resources will also play an active role in defining and developing interfaces from central and agency-based systems to and from the final HCM-Payroll Modernization System. These resources will be responsible for identifying required central and agency interfaces, mapping data elements from central and agency systems to the HCM-Payroll Modernization System file layouts.

The Project Team is responsible for providing a solution to the identified interfaces, either as a fully documented out-of-the-box component of the HCM-Payroll Modernization System, utilizing AESG pre-defined and built interfaces, or by providing additional development required to support the proposed solution.

Inbound and outbound interfaces will be processed using standard templates, to be designed during the Project. The State will be responsible for accepting the standard outbound interfaces and creating programs to provide data to other systems. Similarly, the State will provide inbound interface data from source systems in the prescribed format.

Accenture recognizes that the State has made investments in integration file transmission software and architecture. The Project Team will utilize the State's infrastructure and software tools in use for the PeopleSoft HCM 9.2 modules in delivering new PeopleSoft payroll interfaces to internal and external entities.

6.2 MAJOR ACTIVITIES

Interface Functional Design Specifications

The Project Team will produce Functional Design Specifications for each Interface object that was approved at the end of the Plan and Initiate stages. The designs include comparing the State's specifications to the abilities delivered in the standard application and validating design plans with Project stakeholders.

Functional Design Specification documents will have the following sections:

- Document history
- Category of customization (e.g.,report, interface, conversion, extension, workflow)
- Application overview, including business process impacts and processing overview
- Application flow diagram
- RTM cross reference
- Legacy system, conversion, configuration, change management, security, and technical impacts (if any)

- Related work units (if any)
- Testing scenarios

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Produce Functional Design Specifications for each standard interface HCM-Payroll Modernization System upload and extract routine assigned to Accenture • Plan testing for approved interfaces • Develop interface layouts for data to be loaded into the HCM-Payroll Modernization System and for the data extracts to be provided to external systems • Develop interface specific layouts for custom built interfaces • Coordinate with IOT in delivering or receiving payroll-related interface files through existing file transmission processes inclusive of encryption and decryption 	<ul style="list-style-type: none"> • Produce Functional Design Specifications for each standard interface HCM-Payroll Modernization System upload and extract routine assigned to State Project Team resources • Produce Functional Design Specifications for the outbound interfaces from central and agency legacy systems and inbound interfaces to central and agency legacy systems (it is expected that this work will be completed by State legacy system resources who are not working full-time on the HCM-Payroll Modernization Project) • Provide transaction volumes and interface volumes to be used in planning the Performance Test • IOT to provide infrastructure and architecture services related to PeopleSoft HCM 9.2 interface files

Interface Technical Designs

The Project Team will produce Technical Design documents for the interfaces approved during the Plan and Initiate stages. Unlike Functional Design Specifications documents, these detailed (technical) designs are intended as technical specifications that can be executed by application developers. Technical Designs include the following sections not included in the Functional Design Specification:

- Program Flows
- Program pseudo code
- Error logic
- Custom objects

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Produce Technical Design documents for data upload and data extract work units assigned to Accenture • Review State developed Technical Design documents for central and agency system extract and upload work units • Coordinate with State SMEs for interface data element mapping with non-PeopleSoft interfacing entities 	<ul style="list-style-type: none"> • Produce Technical Design documents for data upload and data extract work units assigned to State Project Team resources • Produce Technical Design documents for the central and agency system data extract and upload work units and any modifications required to those systems (it is expected that this work will be completed by State legacy system resources who are not working full-time on the Project) • Review and approve each of the Technical Design documents • Present Technical Design information to agencies. • Provide SME support for interface data element mapping with source or target systems • State to provide Integration Test data and environments to facilitate interface test activities per Project timeline

Interface Build and Unit Test

The Project Team will code and unit test interfaces having an approved Technical Design document. The scope of unit testing is to test each piece in the interface work unit (e.g., line of code) that has more than one possible outcome, including error processing. Accenture will create a detailed set of test conditions and expected results will be created in close collaboration with the State based on the original design and functionality of the program as stated in the Functional Design Specification documentation. A comparison of the actual results against the expected results will be completed and any discrepancies will be noted. Any discrepancies discovered will be resolved and the program will be re-tested.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Code and unit test each interface assigned to Accenture • Document changes made in the system • Conduct and document unit testing as part of the development documentation • Conduct a code review to confirm proper coding standards are followed • Review code for performance enhancements 	<ul style="list-style-type: none"> • Code and unit test each interface assigned to the State • Code and unit test the central and agency system data extract and upload work units and any modifications required to those systems (it is expected that this work will be completed by State legacy system resources who are not working full-time on the Project) • Document changes made in the system • Review and approve the code, unit test scripts and unit test results • Provide SME support in identifying test conditions that are critical for successful testing of interfaces and any unique conditions related to the State operations or processes

Plan Interface Test

The interface test planning stage follows a clearly defined process. It includes the following steps:

- **Define Test Approach:** Describes the methodology, standards, and structure of the interface test effort.
- **Define Test Conditions:** Test conditions are high-level descriptions of functional areas that will be tested. Every condition has a corresponding high-level expected result. Multiple test conditions can be tested on a single submission of a file.
- **Identify Data Requirements:** During interface test planning, configuration data required to execute the test script for each stage will be identified. The exact process of creating, maintaining, and refreshing data will be coordinated by the interface test lead in conjunction with the technical architecture team and functional team.

In addition, transactional data required to execute the test script for each stage will be identified during interface test planning. For inbound interfaces, agencies (or appropriate external entity) will provide the transactional files. For outbound interfaces, the HCM-Payroll Modernization System will provide the transactional files. Where possible, the outbound interfaces will use data from the inbound interfaces to generate the outbound transactions.

- **Define Test Scripts:** A test script details the exact steps that a tester must follow to complete testing (e.g., to test the conditions), and each will usually describe either a test condition or a test stage. Test scripts also include the data that will be used for testing as well as the expected results.

Execute Interface Test

The test execution task will concentrate on executing the test scripts documented during the test preparation task. The test execution task will begin once the test preparation exit criteria are met and will end once the test execution exit criteria are met.

Agencies will coordinate with the Project Team to send and receive files from the HCM-Payroll Modernization System. The Project Team will process the agency files in the HCM-Payroll Modernization System and provide the agency with the test results. For interfaces to external entities (e.g., banks), the State will coordinate with the external entity to execute and validate the results of the testing. The State interface lead will manage the interface test activities, commitments and timelines with its third-party interfacing entities per the Project timeline, inclusive of SuccessFactors related interfaces. Accenture will provide leadership and guidance to the State interface team members to help mitigate the risk of external integration entities (e.g. IRS) failing to meet Project timelines.

The Project Team will execute test scripts when processing files in the HCM-Payroll Modernization System for agencies. The tester will document the actual results and validate the actual results against the expected results. Discrepancies uncovered during the interface test will be documented by the Interface team member responsible for that interface and logged in PHIRE Architect or SharePoint according to the defect process.

Agencies will be notified when discrepancies occur while processing their files. The tester will send the related error file from the HCM-Payroll Modernization System to the State staging area so that agencies can pick up the file and review the errors.

State Interface Responsibilities

The State will be responsible for subject matter knowledge of existing interfaces and associated data. State subject matter experts are expected to be available to consult with the Project Team during the development of the interface strategy and to assist with the determination and adoption of acceptable alternatives to interfaces wherever feasible.

The State will provide legacy system resources that are separate from the Project Team to code and unit test interface programs that extract data from the legacy applications using the formats and protocols defined by the Project Team for use in the transformation and load processes. The State will code and unit test interface programs that load data into the legacy applications using the formats and protocols defined by the Project Team. Additionally, the State will be responsible for verifying the accuracy of the interfaces through participation in all levels of testing.

The State will manage and coordinate the testing of interface files from the integrating legacy systems.

7. DATA CONVERSION

The conversion team will be responsible for design, configuration, and testing of the conversion programs, including requirements validation, functional design, technical design, build and unit test, and mock conversion test. Data Conversion programs will only be designed and built for modules in Section 1.2 Functional Scope - List of Modules identified as "implement".

7.1 APPROACH

The conversion team will be comprised of representatives from the State and Accenture. Legacy GEAC mainframe functional and State technical resources will also play an active role in defining and developing conversions to the HCM-Payroll Modernization System. These resources will be responsible for identifying required GEAC data extracts, mapping data elements, and creating conversion extract programs from legacy systems per Accenture provided file layouts. Data conversion requirements and extracts from legacy systems will conform to AESG conversion standards and file formats, including transformations necessary for a successful file load.

The conversion team is responsible for providing a solution to the identified conversions, either as a fully documented out-of-the-box component of the HCM-Payroll Modernization System, utilizing AESG pre-defined and built conversions, or by providing additional development required to support the proposed solution.

GEAC is the primary data source for payroll information. The State owns and operates the GEAC system and has the required resources to support data extraction and conversion activities. Accenture's data conversion approach assumes the data cleansing and extraction to be State owned and managed activities, whereas providing file layouts, loading the data into PeopleSoft HCM 9.2 and providing data reject reports will be the responsibility of the Accenture team. Data mapping and data reconciliation will be treated as jointly performed activities by the State and Accenture conversion team members. During parallel testing activities, Accenture will lead the reconciliation of GEAC data against PeopleSoft HCM 9.2 in order to identify and remedy variances within acceptable tolerance levels defined by the State.

At its discretion, the State can leverage extraction tools, graphical data mappers that may help in expediting the data mapping or extraction processes for its personnel. Accenture is not responsible for such tools or technology.

The scope of historic data archival or conversion will follow the approach and work effort outlined in the technical RTM. PeopleSoft HCM 9.2 will be created as an in-place upgrade of the current PeopleSoft HCM 9.1 and assumes minimal data conversion. Minimal additional data conversion and transformation of existing PeopleSoft HCM 9.1 data (e.g., Life events) may be required. Also, minimal data conversion and transformation from external sources (e.g., HCM data that does not get converted or does not have a clear home) may be required. The initial number and complexity of conversions has been identified in Section 14 Basis of Cost Estimate and Assumptions.

7.2 MAJOR ACTIVITIES

Conversion Functional Design Specifications

The conversion team will produce Functional Design Specifications for each conversion work unit that was approved at the end of the Plan and Initiate stages. The designs are for file structure and data mapping for each conversion.

Functional Design Specification documents will be made up of the following sections:

- Document history
- Category of customization (i.e., report, interface, conversion, extension, workflow)
- Application overview, including Business Process Impacts and processing overview
- Application flow diagram
- RTM cross reference
- Legacy system, conversion, configuration, change management, security, and technical impacts(if any)
- Related work units (if any)
- Testing scenarios

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Lead conversion plan development and execution in coordination with the State assigned counterpart for legacy GEAC system• Produce data mapping specifications for each conversion work unit identified in the State-approved conversion inventory assigned to Accenture• Leverage AESG pre-defined or develop conversion file layouts (to address customizations) for data to be loaded into the HCM-Payroll Modernization System• Support the State personnel with data mapping between PeopleSoft payroll and GEAC	<ul style="list-style-type: none">• State assigns a single point of contact for data conversion mapping, cleansing and extracts from GEAC to work as counterpart to Accenture• Support data mapping specifications for each conversion work unit identified in the State-approved conversion inventory• Evaluate the source data for conversion, document its structure and schedule availability for conversion activities• Ensure that data has been cleansed in time for the conversion process to meet Project dictated timelines• Develop the extract specifications from GEAC• It is expected that this work will be completed by State legacy system resources without impact to Project timeline• Collect transaction and balance volumes to be used in planning the mock conversion tests• For delivered uploads that will be used to populate data into the State application, a data map document will be created

Conversion Technical Designs

The conversion team will produce Technical Design documents for the conversions approved during the Plan and Initiate stages. Unlike Functional Design Specifications documents, these detailed (technical) designs are intended as technical specifications that can be executed by application developers. Technical Designs include the following sections not included in the Functional Design Specifications:

- Program Flows

- Program pseudo code
- Error logic
- Custom objects

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Produce Technical Design documents for conversion work units assigned to Accenture • Review State developed Technical Design documents conversion work units 	<ul style="list-style-type: none"> • Produce Technical Design documents for conversion work units assigned to State Project Team resources • Produce Technical Design documents for legacy GEAC data extract work units and any transformations required for successful loading into PeopleSoft system • Review and approve Technical Design documents • Review and obtain Technical Design document approvals from applicable State or agency data owners

Conversion Build and Unit Test

The conversion team will code and unit test conversions having an approved RICEFW Technical Design document. The scope of unit testing is to test each piece in the conversion work unit (e.g., line of code) that has more than one possible outcome, including error processing. A detailed set of test conditions and expected results will be created in close collaboration with the State based on the original design and functionality of the program as stated in the functional design documentation. A comparison of the actual results against the expected results will be completed and any discrepancies will be noted. Any discrepancies discovered will be resolved and the program will be re-tested. The State conversion lead will obtain necessary approvals for the disposition of any uncleansed or historic data to be loaded as is and to be managed following State approved exception processes.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Code and unit test each conversion assigned to Accenture • Code and unit test reconciliation reports • Document changes made in the system • Conduct and document unit testing as part of the development documentation • Conduct a code review to confirm proper coding standards are followed • Review code for performance enhancements • Conform to State policies for real data access in conversion or related environments 	<ul style="list-style-type: none"> • Code and unit test each conversion assigned to the State • Code and unit test the legacy GEAC data extract work units and any transformation required • Document all known exceptions for the data conversion approval during final Go-Live • Review and approve the code, unit test scripts and unit test results • Develop remediation or mitigation for all known data issues such as hard to cleanse or historic data not relevant for processing PeopleSoft payroll • Ensure that all data conversions will come from one single source of truth per data type

Plan Conversion Test

Following unit test activities, extract and import programs are executed jointly. The conversion test will be conducted to verify cross-dependencies between various conversion work units. Counts will be taken for input and output operations to determine if any records were not processed or loaded successfully. The conversion test is expected to be an iterative process.

The conversion test planning stage follows a clearly defined process. It includes the following steps:

- **Define Test Approach:** Describes the methodology, standards, and structure of the conversion test effort.
- **Define Test Conditions:** Test conditions are high-level descriptions of functional areas that will be tested. Every condition has a corresponding high-level expected result. Multiple test conditions can be tested on a single submission of a file.
- **Identify Data Requirements:** During conversion test planning, configuration data required to execute the test script for each stage will be identified. The exact process of creating, maintaining, and refreshing data will be coordinated by the conversion test lead in conjunction with the technical architecture team and functional team.

In addition, transactional data required to execute the test script for each stage will be identified during conversion test planning. Agencies (or appropriate external entity) will provide the transactional files.

- **Define Test Scripts:** A test script details the exact steps that a tester must follow to complete testing (e.g., to test the conditions), and each will usually describe either a test condition or a test stage. Test scripts also include the data that will be used for testing as well as the expected results.

Execute Conversion Test

The conversion team will execute three (3) mock conversions. The goal of the mock conversions will be to verify that the conversion routines and delivered interface(s) can be used to load information for the Integration Testing and subsequent Go-Live.

Reconciliation will be performed to compare the target data with the existing data and to resolve any discrepancies/exceptions identified during the conversion process. Key users from the State, as well as Accenture resources will review and reconcile data issues resulting from testing and/or mock conversions utilizing validation reports and control reports generated by conversion programs and the existing source systems.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Prepare a schedule of mock conversion activities that outlines the tasks and timeframes for the mock conversions • Execute three mock conversions • Support the State as it executes data cleansing by identifying data elements to be “cleansed.” • Produce validation and reconciliation report(s) as part of each scheduled mock conversion to document data discrepancies • Prepare a mock conversion results document after each mock conversion 	<ul style="list-style-type: none"> • Correct defects for extract programs that arise from mock conversions • Complete the data cleansing and purification of data contained in the legacy systems as required to support the data conversions • Produce the source data files required to support each mock conversion • Verify and validate the results of the mock conversions • Review and approve the mock conversion results document

State Conversion Responsibilities

The State will be responsible for subject matter knowledge of existing applications and associated data. If correction of any of the State-provided data is expected, those tasks are the responsibility of the State, although direction from the conversion team may be required.

The State will perform all data cleansing and manual conversion processes, with the insight and guidance of the conversion team. Manual conversions are defined as “manual” when Accenture and the State agree that the volume is too low to justify the cost of developing an automated conversion program. The State will take responsibility for loading data that is not converted or loaded automatically and for certifying the production database.

The State will provide the legacy system to code and unit test conversion programs that extract data from the legacy applications and output the data using the formats and protocols defined by the conversion team for use in the transformation and load processes.

The State agencies will be responsible for verifying the accuracy of the converted/loaded data through participation in all levels of testing. In support of mock conversions, State staff responsible for manual entry and correction, data reconciliation and acceptance, technical support, issue resolution and executive level go/no-go decision making will be available to role play their tasks in real time. The conversion team will define the timing, requirements, and acceptance criteria for the test conversions.

The State will manage the collection and consolidation of conversion files from GEAC.

8. SECURITY CONFIGURATION

The security team will design a security solution that provides application controls to prohibit unauthorized use of the system, maintain system process controls, and log transactions. In addition, the system will provide security to limit availability to application functionality, software screens, data records, data elements, and effective date values where appropriate. The security team will comply with applicable State IT Security Policies.

8.1 MAJOR ACTIVITIES

Security Design

During the Adopt stage, the security profiles for the user roles will be defined by members of the functional teams. This includes defining user roles and permissions in the HCM-Payroll Modernization System and similar application security configurations.

The technical architecture security components will be defined by members of the Technology Team. This includes the design of how the new applications will authenticate against current State security and securing the system components across the application tiers, as well as single sign-on design options.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Design PeopleSoft HCM 9.2 and Project Team security (permissions, roles, user identifications)• Design PeopleTools 8.57 security	<ul style="list-style-type: none">• Assist with security designs• Provide expertise in State IT Security Policy• Provide expertise in State IT security infrastructure, and how to interface with it

Application Security

Accenture will provide application security resources to design and build the PeopleSoft HCM 9.2 application security.

Accenture's application security resource will assist the State security SME(s) in testing and implementing appropriate user security leveraging the Project role definitions and permission lists.

Regarding penetration testing, it is assumed that the State will provide the penetration test software, tools and related infrastructure to the Project Team. State or an authorized third party will execute the penetration test and share results with the Project Team. An Accenture security penetration test SME will work with the State in reviewing and helping remediate applicable issues related to PeopleSoft HCM 9.2, whereas the State Technology Team will remediate all applicable infrastructure issues.

Security Build

During the Adapt stage, defined security roles and permissions will be implemented in the application's test environments. Preliminary unit testing of this setup will be performed at this time.

Security of the infrastructure components will be built out during this stage.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Build and unit test PeopleSoft HCM 9.2 user roles and authorizations for both HCM and payroll• Build out application security for integrating with enterprise scheduler• Configure PeopleSoft HCM 9.2 single sign-on	<ul style="list-style-type: none">• Configure State provided enterprise security tools• Build out additional security infrastructure as needed• Build out infrastructure security• Assist in allowing applications to interface with current security components• Configure/modify applications to work with State security components (e.g., Active Directory)• Implement application security by assigning roles to appropriate users or user groups

9. TESTING

The Test Team will be responsible for test planning, preparation, execution and management of activities for the Project.

9.1 APPROACH

The test team will be comprised of representatives from the State and Accenture (the “Test Team”). The test team will define the overall approach to test execution for the Project, the result of which will be documented in a test plan (“Test Plan”). This plan will provide descriptions of the test tools the test team will use, the test metrics that will be collected for each testing phase, and the Problem and Incident Management Process. This will serve as the foundation of the Test Team's testing efforts for the nine testing phases. The Test Team will apply the Accenture's test methodology across the Project lifecycle, enabling consistency throughout testing phases. This approach will enable the Test Team to follow a repeatable set of activities to conduct testing consistently and efficiently throughout each testing phase.

9.2 TESTING TOOLS

Accenture will train State personnel on the use of Accenture’s tools and methodologies for testing. The test team will use the AESG testing tools to help drive the test script development. Using this approach will help create repeatable System Test scripts for use during testing and enable reuse during regression testing. Accenture will help obtain and provide software licenses required to support Performance Test and any required user training. The State will provide the necessary infrastructure to support the chosen performance test platform.

9.3 PROBLEM AND INCIDENT MANAGEMENT

The Test Team will define and manage the Problem and Incident Management Process (also known as Defect Tracking). Defects generally fall within a few categories of break/fix, patches/bundles, configuration, or user misunderstanding. Depending on the defect, the team that addresses the fixes can be the development team, correcting break/fix or patches/bundles, or functional teams, correcting configuration or helping a user to understand the proper mechanism for execution.

The Project Teams will log defects as they are identified, prioritize defects, manage defects, assign defects for resolution, and resolve defects. The Project Teams will strive to resolve critical and high defects before Go-Live, will have a disposition for medium defects before Go-Live, and may not resolve low defects before Go-Live.

Defects will be prioritized according to the following levels of priority.

Level of Priority	Description
1-Critical	A significant error in business processing that affects processing of the entire system, and there is no workaround.
2-High	Important business logic does not function properly, and no workaround exists.
3-Medium	Business logic does not function properly but a workaround exists, or problem identified affects a non-core business process.

Level of Priority	Description
4-Low	Cosmetic change or minor issue.

9.4 MAJOR ACTIVITIES

Unit/Assembly Testing

Unit testing is conducted to verify each work unit against its Functional Design Specifications and to validate the Work unit for expected outputs given certain inputs. The idea is to focus on a relatively small segment at a time and exercise valid exception and error conditions for decision statements and business logic. Assembly testing is performed on an as-needed basis for critical components that must work together in harmony. This test strings together coded modules of similar functionality to verify the interaction among programs works as expected.

The unit/assembly test is conducted by the developers based on a set of scenarios agreed upon with the functional team. For the more complex work units, the unit test is also conducted with the functional team that is responsible for gathering and designing the work units for the Project. AESG includes pre-built functional designs that include unit test scenarios.

System Testing

System testing (“System Testing”) validates that the software solutions were successfully integrated together. It checks that the integrated solutions are operable, addresses in-scope business requirements, and is capable of supporting the business needs. It includes testing of business processes, requirements, configurations, reports, interfaces, extensions, converted data, and user security.

Application security testing is part of System Testing as well. Application security testing includes confirming roles have access to the correct online pages, have the proper level of authority on those pages (e.g., read-only vs. add/update), do not have access to restricted pages, and confirms separation of duties. Further, it tests that departments cannot access each other’s data, where required.

The members of the Test Team responsible for System Testing will function as system users during System Testing and will evaluate in-scope test outcomes (the “System Test Team”). The System Test Team will direct System Testing and operate the system in accordance with the System Testing plans. The System Test Team must provide error resolution and other technical support as required.

During System Testing (the “System Test”), the Test Team will create the test conditions and test scripts based on the test cycles and module business processes during the Adapt stage of the Project. These work products will be used in the System Test execution.

Test cycles will build upon each other in functionality and complexity. During test execution, System Incident Reports (“SIRs”) will be documented for any defects found and assigned a priority. The goal is to correct critical and high priority SIRs prior to the next test cycle.

Fixes include corrections to approved modifications or to the approved configuration that are not working as designed. Fixes to delivered functionality or enhancements that go beyond the scope of approved modifications will require a mutually agreed change order.

The table below lists the proposed System Test cycles. They will be refined during the development of the System Test plan.

#	Cycle Name	Cycle Description
0	Configuration	This cycle will be used to populate setup tables for the System Test environment. The data that is derived from this cycle will be used in the subsequent test cycles. This cycle will contain at least one script per functional module to test table and system configuration.
1	Simple End-to-End Processing	This cycle will include test scripts that will test a broad range of functionality across the Finance and HCM application modules. The major processes will be run in this cycle. This cycle will primarily stay within the modules for the Finance and HCM applications. The main objective for this cycle is to test that the Finance and HCM application as a whole continues to function together properly and that processes execute correctly. These applications will be tested separate from each other.
2	Complex End-to-End Processing	This cycle will be the first vertical test cycle group of System Test. The test scripts that will be grouped in this cycle will include in-depth scenarios that will fully test the solutions for a specific business process/module. This cycle can also house any mock interface tests. The objective of this cycle is to functionally test the delivered and customized components within each business process.
3	Conversion	This cycle will be used to populate the tables with converted data for the System Test environment. Data derived from this cycle will be used in the subsequent test cycles. This cycle will contain at least one script per functional module to test table and system configuration for conversion. The converted data will mimic the values and detail derived from the Conversion Designs.
4	Simple End-to-End Processing using Converted Data	This cycle will retest the appropriate functionality in PeopleSoft Financials and PeopleSoft HCM 9.2 systems necessary to validate all processes including those for general ledger and project costing. The difference for this group of test scripts will be the use of converted data versus configured data. The same types of scenarios and objectives as Cycle 2 will be tested.
5	Complex End-to-End Processing using Converted Data	This cycle will retest the specific functionality of each business process for the State. The difference for this group of test scripts will be the use of converted data versus configured data. The same type of scenarios and objectives as Cycle 2 will be tested.
6	Security	This cycle will contain test scripts that concentrate on the roles and permission list. These scripts will verify that the configuration roles address the State's security requirements.
7	Cross-Functional Integration	This cycle will be used to group test conditions that focus solely on interfaces. Scripts within this cycle will test the production and acceptance of the complete set of data in PeopleSoft Financials (i.e. general ledger and project costing) and HCM. In addition to testing external PeopleSoft HCM 9.2 interfaces, this cycle will test the connection between the PeopleSoft HCM 9.2 and the PeopleSoft Financials application.
8	Reporting	This cycle will contain test scripts that focus on the HCM reporting functionality. These scripts will verify that the delivered and custom reports address the State's business requirements.

#	Cycle Name	Cycle Description
9	Exception Processing	The test scripts executed in this cycle will be used to highlight valid error processing in HCM application.
10	Year-End Processing	The test scripts executed in this cycle will be used to highlight year-end processing in the HCM application for the State.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Provide sample test scripts and test conditions • Document the test conditions, scripts, and the expected results assigned to Accenture • Execute the test conditions and scripts assigned to Accenture and identify discrepancies between expected results and actual results • Prepare documentation for State review for each executed system cycle • Coordinate test execution and SIR fixes with State and Accenture module and development leadership • Fix defects for scripts assigned to Accenture 	<ul style="list-style-type: none"> • Provide SMEs to participate in the planning and execution of the System Test as defined in the State-approved System Test plan • Document the test conditions, scripts and the expected results assigned to the State • Provide transactional data from legacy systems to support testing activities • Execute the test conditions and scripts assigned to the State • Identify discrepancies between expected results and actual results • Fix defects for scripts assigned to the State

Integration Testing

Integration testing validates that the solution works across systems (e.g., including legacy systems) (“Integration Test” or “Integration Testing”). The Integration Test expands on the System Test to verify the use of the system in the broader application environment. The Integration Test teams will test end-to-end business requirements to verify the integration of the systems with other internal and external applications. As part of the Integration Test, the Test teams will coordinate with internal and external Agencies and vendors and test the integration between the PeopleSoft HCM 9.2 and the PeopleSoft Financials (i.e., general ledger and project costing) applications to confirm the end-to-end interface processing. This testing phase enables scrutiny of internal business process as well as the critical inbound and outbound systems.

Parallel Testing

Separate parallel testing will be done that focuses purely on the payroll functionality. The objective is to test through representative payroll configuration and computation and match against Agencies’ live payroll results from existing systems. The parallel test will test not only the integration of the inputs and outputs from the payroll process, but the actual gross-to-net calculation to confirm that employee paychecks are not adversely affected by the implementation of the PeopleSoft HCM 9.2 system. Parallel testing of the payroll system is a critical element of our testing—it demonstrates the system’s readiness for Go-Live over multiple full pay cycles.

Conversion Testing

Conversion testing validates the programs and procedures defined to convert data from the existing systems for use in the HCM-Payroll Modernization System (“Conversion Testing”). This process will test the extract, transform, and load process. Agencies will participate in the Conversion Testing process along with the Project conversion team. The conversion team will plan for three (3) mock conversion test cycles to validate the conversion data against expected results.

Performance Testing

Performance testing is conducted to validate that the technical design of the business capabilities are capable of processing expected volumes and load levels specified by the performance requirements (“Performance Testing”). It consists of load, stress, and recovery tests. This test stage monitors the real performance of the hardware and software with the objective to maximize transaction speed and to reduce response times for the end-user.

The Technology Team will pay special attention to the nightly batch processing and to high data volume/high traffic online transactions. The end goal of this test is to confirm that the application will be able to perform in the PeopleSoft HCM 9.2 environment.

User Acceptance Testing (UAT)

User acceptance testing enables the business owners to formally verify that the capabilities in scope were properly designed and implemented (“User Acceptance Testing” or “UAT”). It checks that the stakeholders are satisfied with the solution, allowing a final review of the system prior to deployment. The scope of UAT includes testing of business processes and requirements, reports, configured data, workflow, and user security.

Accenture will support the State in its execution of User Acceptance Testing. State users will complete acceptance testing with the assistance and support of the Accenture team. During the Plan stage, Accenture will work with the State to define the overall UAT test plan, help identify appropriate UAT participants and assist in training the UAT participants become comfortable with their test execution activities and gain understanding of what PeopleSoft HCM 9.2 will be. Accenture will also support the State through the UAT execution process by providing the UAT participants with high-level functional direction and scenarios along with necessary supporting documentation (e.g., job aids and draft training materials), Onsite support resources, answering questions, conducting daily test reviews and providing any background support necessary such as submitting off-line jobs, performing back-ups and restores.

Operational Readiness Testing (ORT)

Operational readiness testing verifies the production environment’s ability to handle the new system (“Operational Readiness Testing” or “ORT”). During ORT, the selected key business functionality is validated, and architecture and procedures are defined and implemented to allow the teams to run, maintain, and support PeopleSoft HCM 9.2 after Go-Live. This testing phase comprises a series of checklist items and a mock test cycle that is designed to operationally test the system. If necessary, the State will perform any necessary vulnerability and penetration tests during this testing phase.

10. TRAINING

The Training team will be responsible for both Project Team and end-user training. Project Team training, also referred to as knowledge transfer, entails coordination of the Project kick-off and orientation, State overview training, Project methodology training, and the process and templates for informal on-the-Project training. End-user training consists of analyzing the training needs, defining the training curriculum, designing and building the training materials and training environment, testing training materials, training-the-trainer, providing and supporting a pre-configured training environment, and supporting State trainers.

10.1 APPROACH

The Training team will define a strategy for Project Team knowledge transfer and end-user training that appropriately integrates with Accenture's methodology and the Project timeline. Although the State will deliver the end-user training sessions, Accenture must provide support to the Training team in conducting knowledge transfer with the State Project Team, developing the end-user training materials, and conducting the train-the-trainer sessions.

The training team will be comprised of representatives from the State and Accenture.

10.2 MAJOR ACTIVITIES

Training Curriculum

The training team will identify and confirm a detailed training curriculum for the end-user training program. Accenture will lead the design of a training curriculum with State support to develop training materials in support of knowledge transfer and preparing to support sustainment training needs. The detailed end-user training curriculum and support materials will be defined based on the Training Plan created in the Initiate and Adopt stages.

Training Tools Training

The State training team members will be trained to use the tools and methods that will be used to design and build the end-user training. Accenture will use State-provided licenses to the current content authoring tools used by the State, such as Captivate and Articulate Storyline.

Training Designs

Training designs will contain information regarding learning objectives, suggested content, estimated duration, and validate the suggested deployment method (the "Training Designs"). Training Designs address the To-Be business processes, enhancements to the system and State configuration values. The Training Designs will also outline the scope and organization of the online help. The team will define the specific content for the procedures to be included. The design will be based on the standard, delivered templates provided by Accenture and approved by the State.

Training Build

The training team shall create the training and support materials as articulated in the approved Training Designs. Once developed, SMEs will review the materials and provide feedback. Once the feedback has been addressed, the materials will be ready for testing.

Training Go-Live Plan

The training team will create a plan that describes the approach for deploying the training program. This Training Go-Live Plan consists of the training logistics and aligns with the Project Plan and schedule. The Training Go-Live Plan describes the train-the-trainer approach, how trainers will be prepared for training delivery, and the training evaluation approach. Additional information in the plan includes training locations, trainers, registration, and deployment of training materials.

Pilot Training

The training team will conduct Pilot training sessions, or “mock delivery,” of all training courses, to confirm the course duration and to validate that the objectives of the course are met as designed. Each pilot will include the respective training developer conducting one practice session of each course to the trainers who are being prepared for training delivery and/or to other selected participants, such as UAT testers. Observers from the training team will validate course duration and identify any issues. Comments and observations will be captured throughout the delivery. Results will be summarized, analyzed, and prioritized. Recommended changes will then be made to correct issues where training did not perform as designed or where content was incorrect or inadequate. Other changes mutually agreed upon by the State and Accenture will be made prior to the training deployment to end-users.

Train-the-Trainer

The Train-the-Trainer program will prepare the State trainers for training delivery to the end-users. Trainer prep consists of providing information on basic instructor skills, training logistics, and participation in the Pilot training. The Train-the-Trainer also consists of a “teach-back” where each trainer will prepare for and deliver a topic of training to his or her trainer peers. Trainers will receive constructive feedback from their peers and the training leads.

As part of the Train-the-Trainer effort, the training team will provide:

- Classroom materials to support the classroom training efforts that have been customized to address specific software configuration and customizations made as part of the Project.
 - Leading practices on training for the proposed software
 - Practice training sessions
 - The business processes and system functionality on which they are expected to provide training
 - How to customize the training delivery for their respective agency or agencies
- A stable, tested training environment pre-loaded with representative converted reference and historical data that can become a starting point for creating training materials (including screen prints showing user actions and processing outcomes). Note: For training purposes, the State will take responsibility for entering representative reference data that is impractical or impossible to convert automatically.
- Support to State trainers prior to and during training before Go-Live.
- Back up, restore and provide troubleshooting assistance in the training environment as materials are prepared and customized, and as end-user training proceeds before Go-Live.

Training Delivery

Training delivery of the end-user training courses to the State's end-users will be conducted by State trainers who completed Train-the-Trainer.

Training Administration

Training administration will involve the activities associated with managing and administering the end-user training program, such as training registration, reproduction of materials, collecting training evaluation results, identification and setup of training classrooms, scheduling courses and scheduling trainers. It also includes administering, collecting, analyzing, and reporting the training evaluations. All training administration activities and supporting tools, such as a learning management system, will be owned and managed by the State.

Online Help

PeopleBooks, an Oracle delivered online help tool, will be available to all Project members during and after the Project lifecycle. PeopleBooks provides detailed documentation about specific PeopleSoft HCM 9.2 functionality, accessible through the demo, development, and test environments reflect the application and tools as delivered. In Accenture's experience, the Project Team members have used PeopleBooks, in addition to AESG, on a regular basis for such tasks as writing conference room pilot narratives and flows, test scripts, and training materials.

Project Team Knowledge Transfer

Throughout the Project lifecycle, Project Team members will receive informal training on specific work activities and processes.

Project Team members will receive training on the Accenture Delivery Methods as used for the Project. Additionally, Project Team members will receive training on the respective tools and processes used to complete Project work and how to apply PeopleSoft to the State's business processes. This training occurs over the life of the Project on a team-by-team basis, with each team addressing methods, tools and processes relevant to the work being performed by that specific team during that stage of the Project.

The organizational change management team will initiate knowledge transfer and facilitate assessments of knowledge transfer progress, as outlined in the Knowledge Transfer Plan. The team will compile the results and summarize the information for the State.

The following table summarizes the Training responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<p>In partnership with the State, perform the following:</p> <ul style="list-style-type: none"> • Lead the creation and support the execution of an End-User Training Strategy and Plan and a Knowledge Transfer Approach • Lead the creation and support the execution of a training needs assessment • Lead development of the training curriculum • Lead training material design and development • Co-create training materials to support end-user training for assigned functionality and work units • Update training materials during implementation • Plan and conduct train-the-trainer to prepare State resources to deliver end-user training and support operation of the system • Measure and report on training completion • Execute and measure progress of knowledge transfer 	<ul style="list-style-type: none"> • Support development of designated plans and approaches, lending subject matter expertise and assistance by creating content • Participate in creation and execution of a training needs assessment • Participate in development of the training curriculum • Participate in training material design and development • Co-create training materials to support end-user training for assigned functionality and work units • Update training materials during implementation • Own and maintain training materials after implementation • Identify trainers and participate in train-the-trainer • Conduct end-user training • Provide inputs on the status of end-user training completion • Manage all training administration and logistics, including supporting tools • Identify participants for knowledge transfer activities • Complete assigned knowledge transfer and provide feedback

11. ORGANIZATIONAL CHANGE MANAGEMENT

The organizational change management team will be responsible for activities that will help prepare the State agencies and users to use the new HCM-Payroll Modernization System. It includes activities for communications and agency readiness.

11.1 APPROACH

Accenture will provide a strategy and approach for engaging agencies during the implementation to prepare for Go-Live. Accenture will provide leadership support to the State throughout the implementation for the change management services described in the strategy and approach. The State will lead the execution of the change activities for the duration of the implementation with support from Accenture.

11.2 MAJOR ACTIVITIES

Establish and Launch Change Agent Network

The organizational change management team identifies and confirms change agents to represent each agency that will use the HCM-Payroll Modernization System. The organizational change management team will mobilize the change agents and introduce them to their role via a change agent kick-off. The kick-off meeting will be a conducted in a meeting presentation format. The meeting will provide such information as an introduction to the Project, timeline, roles and responsibilities, expectations, and introduce the readiness liaison assignments.

Change Readiness Assessments

Change readiness assessments (the “Change Readiness Assessments”) will be provided by Accenture and distributed to stakeholders identified by the State throughout the Project to collect agency information and assess change readiness. Results are compiled and analyzed by Accenture before reviewing and summarizing with the State for input into future agency readiness activities. Up to four surveys are planned for the duration of the Project implementation.

Business Process Workshops

The organizational change management team prepares Business Process Workshops (“BPWs”) and delivers them to agency representatives during the Adapt stage. The workshops are intended to provide an overview of the new enterprise business processes as defined by the functional teams and will provide tools and aids to facilitate the agencies in identifying impacts, re-engineering opportunities and specific actions to prepare for the HCM-Payroll Modernization Project. Accenture will provide the approach and manage the BPWs for PeopleSoft Payroll and PeopleSoft Absence Management modules with the State developing the content and delivering to agencies. The State, with full partnership and support from Accenture, will manage BPWs related to other PeopleSoft HCM 9.2 modules, which Accenture has recommended be facilitated as a focused workshop that communicates the best practices for PeopleSoft HCM 9.2 functionality and user interface/navigation.

Role Mapping Approach

The organizational change management team defines and documents the approach that describes the process for assisting agencies in assigning end-users to the new PeopleSoft HCM 9.2 future State roles.

The approach identifies the tools and templates, communications, and timing required to perform this activity.

Role Descriptions and Mapping

The organizational change management team documents detailed descriptions of the new roles. Role descriptions include a role definition, description of responsibilities, skill/knowledge requirements, relationships to other roles, and a summary of change impacts associated with the role. Once role descriptions are complete, the team will use the role mapping process defined during the Adopt stage to implement the role mapping activities. Using the defined process and tools, designated State agency representatives will assign end-users from their respective organizations to PeopleSoft HCM 9.2 future State roles.

Provide Communications/Update Communications Plan

The communication team will create and deliver specific communication messages, materials and events as outlined in the updated Communications Strategy. The team will review and update the Communications Plan quarterly to include specific stakeholder information and specific communications messages, timing, and events.

Agency Readiness Outreach and Support

The organizational change management team will provide outreach and support to the State agencies via the change agent network and Project readiness liaisons. Outreach will consist of support to and interactions with the agencies in accordance with the Change Management Strategy. This support consists of consultation, analysis, tools and templates, monitoring and reporting. It will also include the creation of the readiness tools and resources, which support the transition to and implementation of the new business processes within the agencies. Tools and resources may include templates to assist in developing forms, organizational charts, and process and procedural documentation.

Assess and Report Readiness

The organizational change management team will measure the agencies' readiness for the Go-Live by tracking completion of assigned activities in an Agency Readiness Scorecard. This activity consists of creating the Agency Readiness Scorecard, as well as consulting, coaching, collecting, analyzing, monitoring and reporting results in accordance with the approach defined in the Change Management Strategy.

Help Desk

The organizational change management team prepares the HCM-Payroll Modernization Project help desk to support the users. This activity includes defining the help desk roles and responsibilities and the help desk support processes and procedures. In addition, it includes training to prepare the help desk personnel for their role.

The following table summarizes the Organizational Change Management responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<p>In partnership with the State, perform the following:</p> <ul style="list-style-type: none"> • Lead the creation and support execution of an Organizational Change Management Strategy and Plan, Communications Strategy and Plan, and Stakeholder Analysis • Conduct and analyze Change Readiness Assessments • Assess change readiness and track progress throughout the Project • Create engagement approach and workshop materials to facilitate change activities and support the change process • Support definition of the end state organization structure, roles, responsibilities, and skills needed to use the system • Support content creation of communication messaging • Support the Project communications activities as agreed to in the Communication Plan (jointly with the State) • Provide status reporting on readiness activities to monitor efforts to prepare stakeholders for system implementation and adoption 	<ul style="list-style-type: none"> • Support development of designated plans, lending subject matter expertise and assistance by creating content • Identify participants and provide contact information for participants in Change Readiness Assessments • Support tracking of change readiness and progress • Lead change activities with internal and external stakeholders • Lead definition of end-state organization structure, roles, responsibilities, and skills needed to use the system • Lead content creation for communications and execute the Project communications activities as agreed to in the Communication Plan • Lead distribution of all Project-related communications to internal and external stakeholders • Provide inputs on the status of readiness activities

12. GO-LIVE SUPPORT

Accenture will provide Onsite support throughout the deployment period.

12.1 MAJOR ACTIVITIES

Go-Live Plan

The HCM-Payroll Modernization Project will include a Go-Live team that will produce a detailed Go-Live Plan to reflect all Project activities that impact deployment of the system into the production environment. This document lists all steps required to make a successful cut-over to the production environment, including specific cut-over tasks, planned and actual dates for tasks completed, task responsibilities, task dependencies, estimated work effort required to complete each task, task status, results of task completion, and party sign-off for each task completed.

The Go-Live team will also develop a Contingency Plan for mitigating and resolving those risks that have been identified as impacting deployment. The Contingency Plan will address the strategies for business and system continuity planning as a result of implementation issues. For each risk identified, the Contingency Plan will include one or more alternate solutions that are acceptable to the Project stakeholders. The Go-Live team is responsible for executing the Contingency Plan as issues arise during deployment, upon approval of the State.

The Go-Live Plan will detail the approach for coordinating the following:

- Data conversion activities
- Technical preparation and system changeover activities
- Development of a cut-over activities checklist
- Staffing requirements, by role and responsibilities, for both Accenture and State staff for the deployment/cut-over activities
- Go-Live schedule

The process for developing a Contingency Plan for identifying, communicating, resolving risks and maintaining then current production capability if the deployment is delayed.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none">• Develop the detailed Go-Live Plan• Review the plan with Project Team members, key stakeholders, and agency personnel to identify potential issues and be proactive about taking corrective action	<ul style="list-style-type: none">• Assist in the development of the detailed Go-Live Plan• Arrange for meetings with key stakeholders and agency personnel to discuss the plan

Operational Readiness Testing

The goal of the Operational Readiness Test is to confirm that the joint Accenture/State team is ready to support PeopleSoft HCM 9.2 in production—that the personnel, processes and procedures are in place to

be able to support the new application. Operational Readiness Test is addressed in more detail in Section 9 Testing.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Identification of business processes and test scripts • Documentation of test execution and results 	<ul style="list-style-type: none"> • Assist in identification of test conditions and creation of scripts • Assist Accenture in planning and execution of the Operational Readiness Test. The State will take primary responsibility for operational testing of legacy systems where required by the State-approved Operational Test Plan • Create or modify any batch processing

Application Rollout

Perform the work to move the PeopleSoft HCM 9.2 application into production.

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Coordinate the production configuration of the Execution environment in preparation for deployment • Develop a Move to Production Readiness Checklist • Schedule and execute multiple dry runs of this Checklist, including at least 1 completely successful dry run, prior to actual Go-Live. • Turn over security administration processes to State • Deploy PeopleSoft HCM 9.2 	<ul style="list-style-type: none"> • Participate in the development of the Move to Production Readiness Checklist and perform activities during the actual move to production • State SME staff will verify and validate the results of Accenture's actual conversion to production execution • Deliver training to the end-users • Validate production security in production • Take on security administration processes • Deploy Infrastructure

13. POST GO-LIVE SUPPORT

Accenture will provide Post Go-Live Support for six (6) months as of Go-Live. Accenture will additionally provide Advisory Support Coverage Services for cyclical events during months 7-12 post Go-Live if the State purchases this Optional Implementation Service. Using a knowledge transfer approach with formal checkpoints along the way, Accenture will transfer responsibilities prior to Go-Live. Post-implementation production support will consist of technical, functional, and operational support. Accenture will provide guidance to the State in defining its future-state support organization.

13.1 RESPONSIBILITY MATRIX

The following table summarizes the responsibilities for Accenture and the State.

Accenture Responsibilities	State Responsibilities
<ul style="list-style-type: none"> • Provide guidance in defining production support organization for the first six months following Go-Live and the future State roles • Support for normal processing and cyclical events (e.g. Open Enrollment, Year-end) during the first 6 months following Go-Live • Manage and provide application support for the in-scope modules • Provide guidance in Payroll Batch setup and execution for production operations • Coordinate Post Go-Live Support Plan with the State Operations team • Provide Tier 2 production support to the State Help desk team • Track and report operational issues, periodically • Prioritize issue resolution based on system and user impact, such as High, Medium, or Low • Perform identified fixes to the production system • Provide advisory support on organization change management impacts • Manage, guide, and direct low risk support activities to the State to facilitate shadowing and transition activities • Assist the State with developing the Post Go-Live Support model • Develop PUM Strategy • Perform PUM Analysis and Planning • Support PUM execution for one PUM update • Transition the use of the Accenture PeopleSoft Upgrade Toolkit to the State. 	<ul style="list-style-type: none"> • Operate the Help Desk, which will be a single point of contact for user requests and incident handling • The Help Desk team collects the user details logging the call/ticket, determines the nature of problem or information needed, and resolve Level 1 tickets • Track problem reports • Manage user security profiles • Provide experienced, trained users with appropriate knowledge of the system and the State’s business processes to perform initial problem identification and act as the initial point of contact with the user community • Triage Level 1 tickets and route tickets appropriately to IT or Level 2 Application support teams • Manage organizational change impacts, with advisory support from the Accenture team • Monitor the Knowledge Transfer Plan with the Accenture team • Provide Infrastructure issue resolution through the IOT support organization • Manage internal and external integrations, related file distributions • Manage Batch operations and related escalations with State and Accenture production support personnel • Execute PUM update

The State may terminate the Post Go-Live Support Services and end the Post Go-Live Support Period, at its option, prior to the scheduled expiration date, by providing Accenture with at least thirty (30) calendar days of notice.

The Post Go-Live Support Period includes operational support of the application, ticket triage and break-fix resolution. Ticket triage and break-fix resolution will be performed on work products that Accenture developed. The State will be responsible for break-fix resolution of their work products.

For the duration of the Post Go-Live Support Period, Accenture assumes the State will retain legacy GEAC system or related data (tombstone backups) in read-only mode to facilitate root cause analysis or other data issues.

Accenture will provide the following services during the first six (6) months of the Post Go-Live Support Period:

- Support for normal processing and cyclical events (e.g. Open Enrollment, Year-end)
- Assist the State with developing the Post Go-Live Support model
- Assist the state with one PUM update during the Post Go-Live Support Period

Available as an Optional Implementation Service, the State may require Accenture to provide Advisory Support Coverage Services for cyclical events during months seven (7) through twelve (12) following Go-Live including:

- Advisory support coverage for cyclical events
- Support available on a remote or Onsite basis as defined by the State.
- Usage of support hours billed monthly based on support summary report and invoice.

14. BASIS OF COST ESTIMATE AND ASSUMPTIONS

14.1 SCOPE AND IMPLEMENTATION

- The HCM-Payroll Modernization Project will be implemented in an 18-month timeframe and will include an additional 6 months of Post-Implementation Support.
- The HCM-Payroll Modernization Project will configure/upgrade/implement 10 modules in PeopleSoft 9.2 and will include approximately 67 business processes. See list of modules and business processes and approach in Section 1.2 Functional Scope.
- To provide assistance to the State for one PUM update during the Post Go-Live Support Period, the existing Accenture team resources included on the Post Go-Live Support Period staffing plan will support the planning and analysis of the PUM and begin the design of retro-fit activities. The State will complete retrofit activities, perform testing and deploy the PUM upgrade.

14.2 GENERAL FUNCTIONAL

- Americans with Disabilities Act software compliance as delivered by Oracle in the PeopleSoft applications satisfies the needs of the State.
- The Project Team will integrate the new HCM-Payroll Modernization System as required to the State's following applications: Single Sign-On and Time Collection Devices. Implementation of these applications will be the responsibility of the State.
- The Project Team configures the PeopleSoft application to send confirmed payments (pay checks) files to the State's check print application. Check printing and distribution will be the responsibility of the State.
- The State foreign employee will not be processed in the HCM-Payroll Modernization System but rather will be processed manually outside of the HCM-Payroll Modernization System.

14.3 INTERFACES

- Interface technology will remain the same as its current state for all integrations, with the exception of integrations to Success Factors which could use application programming interface ("API") technology.
- Inbound and outbound interfaces will be processed using standard templates, to be designed during the HCM-Payroll Modernization Project. The State will be responsible for accepting the standard outbound interfaces and creating programs to provide data to other systems. Similarly, the State will provide inbound interface data from source systems in the prescribed format.

14.4 CONVERSIONS

- The State will perform legacy system data cleanup, reconciliation, and data extract and data mapping required for conversion.
- Data conversion requirements and extracts from legacy systems will be consistent across State agencies.

14.5 TECHNICAL ARCHITECTURE

- The State will select and license an enterprise batch scheduling tool prior to Go-Live. The State's selected batch scheduling tool will be used for batch scheduling.
- The State's PHIRE environment will be used for all code migrations.

- The following PeopleSoft HCM 9.2 environments are planned for the Project:
 - Development, Upgrade92, System Test, Gold Configuration
 - Integration Test, Conversion, Training, Parallel Test
 - User acceptance test, pre-production
- The State will provide necessary licenses and skills to facilitate the utilization of an I&AM solution for the HCM-Payroll Modernization System.

14.6 STATE STAFFING

- Anticipated State staffing has been included in Accenture's BAFO response to Attachment F6 Staffing Plan Template.
- The State Functional/Solutions Leads will be empowered as decision makers, during the Adopt and Adapt stages to formalize solution adoption and personalization requirements and to finalize and sign-off functional designs and RICEFWs.
- As key design decisions that impact business processes are finalized, the State will convert the new or changed business processes into revised policies and procedures and any associated organization changes as necessary or appropriate.
- The State will be responsible for any updates or configuration requirement in the PeopleSoft Financials application required to satisfy Project costing requirements.
- The State or its subcontractors would perform all design, development, and implementation activities for legacy and State third party systems. (e.g., any changes in legacy systems due to interfaces).
- The State shall be responsible for the performance of its other contractors, vendors or subcontractors engaged by the State in connection with the Project. Accenture will not be responsible for any third parties engaged by the State.
- The Accenture team will work with the State to lead, design, build-out, and validate application security for PeopleSoft HCM 9.2 and PeopleTools 8.57. The State will be responsible for implementing application security by assigning roles to appropriate users or user groups.

14.7 COST ASSUMPTIONS

Set forth below are obligations for which the State or Accenture will be responsible and assumptions upon which the Parties' rely in agreeing to this SOW.

ID	Assumption Description
CPA – 1	Payroll parallel testing is in scope and is a joint responsibility between Accenture and the State.
CPA – 2	Accenture has assumed 15 conversion load programs and 3,500 hours of effort will be required to support Payroll and Leave balance conversion from GEAC. The total number of conversion programs is based on the required State Conversion Data list provided in Attachment F2 Functional Requirements. The effort includes data mapping/ design, build, test, and the execution of 3 mock conversions.
CPA – 3	Based on requirements provided in Attachment F2 Functional Requirements related to Payroll, Time, and Leave, and Accenture's experience with similar statewide PeopleSoft implementations, 6,500 hours of Accenture effort and 3,000 hours of State effort are included to support the design, build, and test of 40 Reports, 40 Interfaces, 4 Extensions and 2 Workflows.
CPA – 4	The new HCM functionality will be implemented simultaneously, and in conjunction with the upgrade to PeopleSoft HCM 9.2., 1,500 hours of Accenture effort and 1,000 hours of State effort are included for HCM enhancement work based on the Personnel Administration, Classification and Compensation and Benefits Administration sections of Attachment F2 Functional Requirements. These hours include design, build, and test of 10 Reports, 5 Interfaces, 6 Extensions and 2 Workflows.
CPA – 5	The PeopleSoft HCM 9.2 upgrade will require approximately 3,000 hours of re-design, build, and test "Retro-fit" effort for existing customizations that cannot be retired. Estimated effort for this is based on the list of provided reports and interfaces, and the fit-gap assessment in Attachment H1, H2 and H3 documents, with the expectation that this analysis will be validated during the Initiate activities as the State has a goal to reduce customizations. All Retro-fit activities will be the responsibility of the State.
CPA – 6	Any unused counts and hours included in CPA-2, CPA-3, CPA-4, and CPA-5 are transferable and reusable throughout the duration of the Project.
CPA – 7	Accenture's customizations are based on requirements provided. If, during the Project, additional customizations are identified, an approved Change Request will be required pursuant to Section 1.11 herein.
CPA – 8	The State will perform all design, build, test, and implementation activities related to legacy and State third-party systems (e.g., any changes in legacy systems such as GEAC due to interfaces) and will be responsible for logistics and communications, related to third-party systems and services (e.g., banks) required for the Solution.
CPA – 9	PeopleSoft HCM 9.2 applications (including payroll and absence management) will be implemented on servers in the State's IOT data center. The State will be solely responsible for the IOT data center and its equipment, hardware, software and facilities.
CPA – 10	Three mock conversions will be executed.
CPA – 11	GEAC is the primary data source for the payroll conversion.
CPA – 12	Any PeopleSoft real-time interfaces required between SuccessFactors and PeopleSoft will be developed by Accenture using appropriate Web Services/APIs utilizing the services available in PeopleSoft when available. The State would develop within SuccessFactors the necessary interfaces to interact with PeopleSoft

ID	Assumption Description
CPA – 13	Accenture will provide a strategy and approach for engaging agencies during the implementation to prepare for Go-Live. Accenture will provide leadership and implementation direction and support to the State throughout the implementation for the change management services described in the strategy and approach. The State will lead the execution of the change activities for the duration of the implementation with full support and cooperation from Accenture.
CPA – 14	Accenture will use Transformation GPS (Accenture tool) to facilitate four Change Readiness Assessments during the Implementation Period. The same stakeholders who participate in the initial Transformation GPS (Accenture tool) Change Readiness Assessment (i.e., Change Readiness Assessment 1) will be targeted in subsequent iterations. Accenture will work with the State to determine the target audiences for the Change Readiness Assessments across dimensions such as agency, geography, job function/role, and level. It is up to the State to identify and provide Accenture with up to 3000 individuals to receive each cycle (up to 4) of the assessment.
CPA – 15	Accenture will provide the State with a template for preparing communications and draft content for communications related to implementation methodology, approach, and Project activities. The State will lead the development of all other communication materials with support from Accenture. The State will leverage existing means for communications and disseminate all communications.
CPA – 16	The State will manage and maintain communication distribution lists.
CPA – 17	The State will provide a Project website for end users. The State will post and manage content on the Project website.
CPA – 18	The State will manage attendance of State employees at workshops and other Project events.
CPA – 19	It is the responsibility of the State to work with State organizations to identify specific change impacts. The State readiness consultants will provide support to Accenture, leveraging their State knowledge and experience. It is also the responsibility of the State to ensure State organization specific change impacts are communicated within their organization.
CPA – 20	Accenture will support identification of system roles and responsibilities for the Payroll application. The State will be responsible for any resulting changes to organization structure or position descriptions.
CPA – 21	The State will arrange for PeopleSoft HCM 9.2 training as well as Technical PeopleSoft training to key team members prior to the Project start.
CPA – 22	Accenture will use State-provided licenses for Articulate Storyline and Captivate to create and publish training materials. Training materials may also be created using Microsoft Excel, PowerPoint, and Word.
CPA – 23	Understanding that the State has no current PeopleSoft HCM training materials, Accenture will be responsible for leading the creation of complete training materials for PeopleSoft 9.2. For HCM training materials, Accenture will be responsible for creating new or updating existing training materials due to moving from PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2. Accenture will be responsible for communicating new features and functionality in PeopleSoft HCM 9.2 to end users.

ID	Assumption Description
CPA – 24	<p>For PeopleSoft Payroll training, including human resources, benefits administration, payroll, time and labor and absence management, and integration with PeopleSoft Financials, Accenture will be responsible for the design of a training curriculum of no more than:</p> <ul style="list-style-type: none"> - 18 web-based, self-service training course hours of up to 72 training topics, training exercises, and job aids - 19 instructor-led, classroom training course hours of up to 57 training topics, training exercises, and job aids <p>Accenture has allocated 2 FTEs to lead development of training materials based on the proposed curriculum and is responsible for 65% of the content. Accenture assumes State resources will also be assigned training topics, training exercises, and job aids to support development of the proposed curriculum and is responsible for 35% of the content. This workshare supports knowledge transfer and prepares the State to support sustainment training needs.</p>
CPA – 25	<p>Technical training for State Project Team members will be facilitated through mutually agreed to knowledge transfer activities during the implementation.</p>
CPA – 26	<p>The State is responsible for the physical material (paper) printing and dissemination of all non-electronic, Project communication and training materials required.</p>
CPA – 27	<p>Accenture will conduct a train-the-trainer program with support from the State to prepare State training resources to deliver end-user training prior to Go-Live. Accenture will train State trainers at a central, State-provided location. One initial training class for each course identified for classroom training will be performed by Accenture for State trainers to learn the material. One additional teach-back session of each course identified for classroom training will be performed by Accenture for State trainers to practice delivery and receive coaching from Accenture and peers.</p>
CPA – 28	<p>State trainers completing train-the-trainer courses will deliver all end user training for end users without direct involvement from Accenture. The State trainers will support all training needs following Go-Live. State trainers will have the required capabilities to deliver training to the end-user population with minimal support.</p>
CPA – 29	<p>The State is responsible for identifying and scheduling State training participants to training sessions.</p>
CPA – 30	<p>The State will provide training facilities for all train-the-trainer and end-user training sessions.</p>
CPA – 31	<p>The State will provide internal infrastructure tools and resources required for the HCM-Payroll Modernization Project, including PHIRE, Alchemy, BulletProof FTP, SFTP, SharePoint and VPN, PeopleTools, SQLDeveloper.</p>
CPA – 32	<p>PeopleSoft HCM 9.2 applications (including payroll) will be implemented on servers in the State's IOT data center.</p>
CPA – 33	<p>Migration from Windows Server 2003 to Oracle Enterprise Linux will be completed by the State without assistance from Accenture.</p>
CPA – 34	<p>The State will provide required and approved remote connectivity services and related software to Accenture and its subcontractors, at no additional cost.</p>
CPA – 35	<p>The State will procure, manage and maintain software and licenses or title (to PeopleSoft, PeopleTools and any necessary Oracle or other third-party software) and will secure necessary hardware vendor support for State systems. Such title and/or license will provide unrestricted access to the Project Team for use with Project delivery activities.</p>

ID	Assumption Description
CPA – 36	Utilizing the Accenture recommended infrastructure capacity as reflected in the Recommended Infrastructure tab of Attachment F1 Technical Requirements as a guideline, the State will provide the hardware required to support the HCM-Payroll Modernization Project.
CPA – 37	The State will continue to use Active Directory and native PeopleSoft security pursuant to the State's existing design. Changes to enterprise directory/I&AM security design and approach are not in scope for this Project.
CPA – 38	Accenture will be responsible for PeopleSoft HCM 9.2 application security, along with the development of new roles identified for all new areas of functionality being implemented, including but not limited to payroll, absence management, ESS, and MSS.
CPA – 39	The State will identify any personal identifiable information data and scramble or mask it for development and testing purposes.
CPA – 40	The State or its designated third-party audit team will perform penetration testing activities using State resources with full support and cooperation from Accenture for applicable code remediation and validation related to the PeopleSoft 9.2 HCM application code. All other software, operating system, network, and infrastructure vulnerability remediations are a responsibility of the State. The State will own and manage any software or tools related to penetration (ethical hack) test activities. Any PeopleSoft out-of-the-box vulnerabilities are a responsibility of Oracle for remediation.
CPA – 41	The State will perform any necessary legacy system decommissioning required for the successful completion of the HCM-Payroll Modernization Project.
CPA – 42	Scope of historic data archival or conversion will follow the directions and specifications outlined in the Attachment F1 Technical Requirements.
CPA – 43	PeopleSoft HCM 9.2 will be performed as in-place upgrade of current HCM 9.1. Historical data will be upgraded as part of the upgrade process. Minimal additional data conversion and transformation of existing HCM data (e.g. Life Events) may be required. Also, minimal data conversion from external sources (HCM data that does not get converted through the use of the upgrade scripts or does not have a clear home) may be required. Six (6) conversions for 1400 hours of Accenture design/build/test effort are included.
CPA – 44	Current State file transmission service provider, BulletProof FTP, will be utilized for the PeopleSoft payroll interfaces. Appropriate file systems necessary for PeopleSoft payroll file transmissions will continue to utilize AOSINDYFTP and AOSINDYNAS or similar State offered alternatives for file management.
CPA – 45	Accenture is not responsible for Project delays that are entirely outside Accenture's control (e.g. availability of environments, completion of readiness activities owned by the State, technical and development activities owned by the State).
CPA – 46	<p>The approach to the usage of Fluid vs. Classic pages will be aligned to the capability available and the end user need.</p> <p>Fluid pages are designed to provide a more intuitive user experience and will be utilized for Employee and Manager self-service pages, where available within the PeopleSoft Payroll and PeopleSoft Absence Management modules. All other pages will utilize Classic pages.</p> <p>For existing HCM Modules, the approach will be to retain the existing page format. If Fluid Employee and Manager Self Service pages are available, these will be upgraded to use Fluid.</p> <p>Training materials will not be updated to reflect Fluid page design.</p>

ID	Assumption Description
	Finally, if custom pages are designed and built, the approach will be to use Classic for end users and Fluid for Self Service users.
CPA – 47	The Contract, including the Contract Value and Term, includes a ten-percent (10%) tolerance or variance for an Amendment or Contract Modification based on a change to, or an incorrect or inaccurate estimate of, the scope, hours, steps, requirements or specifications to complete a Deliverable or the Work.
CPA – 48	The Solution includes delivery of 4 chatbot scenarios - update phone, address, email, lookup of leave balance - utilizing the prebuilt chatbot shown during oral presentations. The implementation of the chatbot scenarios is dependent on the State acquiring an Oracle Digital Assistant (“ODA”) for PeopleSoft license and licensing Twilio and Oracle Cloud Infrastructure for SMS messaging. The State will provide a technical architecture resource to assist with setting up the security/firewall rules to access ODA from the on-premises PeopleSoft HCM application.
CPA – 49	Training materials will be maintained by the State as of Go-Live.
CPA – 50	The State will issue State provided laptops to each Accenture team resource pursuant to Article III, Section 50.D and Section 50.E of the Base Contract. These laptops will be provided for Accenture Onsite and offsite Project Team members. The intent is to provide approximately 30 laptops to Accenture resources based on the estimated resource start timing reflected in Attachment F6 Staffing Plan Template. Additionally, the intent is to allow Accenture resources to work throughout the day, in the evening and on the weekends, and any other time while not on site. Finally, these laptops will have the necessary software (e.g., Microsoft Project, Microsoft Visio, Microsoft Office and PeopleSoft development tools) and connectivity required to enable work to be performed in a timely fashion. The software and connectivity are expected to be substantially equivalent to the necessary software and connectivity provided to State employees in similar roles.
CPA – 51	The State would provide and manage all implementation environments. Accenture would provide the State with environment specifications, time lines and advisory support.
CPA – 52	For the Status Report Deliverables in the Post Go-Live Support Period, the State will provide Accenture access to the State’s HelpDesk tools.



Accenture LLP
55 Monument Circle
Suite 1200 B
Indianapolis, IN 46204
accenture.com

October 29, 2019

Sean Cooper, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

RE: Modernize the Human Resources and Payroll Business Processes and Technologies (RFP 19-105)

Dear Mr. Cooper:

Thank you for providing Accenture LLP (Accenture) the opportunity to submit our Best and Final Offer (BAFO) response to demonstrate our ability and willingness to partner in the transformation of the State of Indiana's human capital management (HCM) and payroll system. We understand the importance of an initiative of this scale and the criticality of a timely and accurate payroll for Indiana employees. We are confident that our response, which reflects Accenture's deep public sector experience spanning 30 years, during which we have been the prime ERP System Integrator for 14 statewide PeopleSoft ERP implementations, will exceed your expectations. **Accenture is committed to the State of Indiana and we would like to demonstrate that through the investment which is reflected in our updated BAFO to the state.**

We have carefully reviewed the information provided and developed a response which builds upon the requirements and brings together our vast and deep functional and technical acumen with HCM and Payroll transformations that the State desires. The State's goal is to have a modern HCM and Payroll which eliminates the use of unnecessary customizations and replace the legacy GEAC solution with functions provided by PeopleSoft. We plan on using our proprietary Accenture Enterprise Services for Government (AESG) accelerator to bring best practices to the State which will accelerate and add value to your transformation journey.

A collaboration with Accenture will help you deliver a high-quality transformation to the Indiana employees, retirees and vendors and enable the State to meet its objectives by effectively using the State's funds to ensure timely delivery and manage risks and bring the best in class to the State. The Accenture team offers:

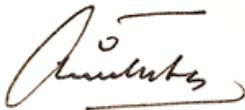
- More PeopleSoft and back office transformation experience in state government than any other potential partner.
- Industry best practices and accelerators to realize quick wins and prevent pitfalls.
- Experience and tested tools that reduce risk.
- A team designed to bring both local presence and national thought leadership which includes former state government officials who understand your role.

Accenture is proud of our long history of collaborating with Indiana institutions, both public and private, to support large modernization and transformational efforts such as at the Indiana Bureau of Motor Vehicles, Indiana Department of Revenue, Anthem, and many others. We also strive to contribute to the advancement and well-being of Hoosiers through our involvement in nonprofits such as Make-A-Wish foundation and Dress for Success.

Accenture agrees to provide the requested products and/or services, subject to the terms and conditions set forth in the RFP, including but not limited to, the State's mandatory contract clauses. We submit this proposal based on the understanding and condition that the Auditor of the State, State Personnel Department, Indiana Office of Technology, and Accenture will have an opportunity to work together in a spirit of cooperation to discuss, clarify, and agree on the specific scope of services, deliverables, schedules, responsibilities between the parties, assumptions, and SOW terms applicable to the proposed services for the HCM-Payroll Modernization.

Please do not hesitate to contact me at amit.x.mehta@accenture.com or 281-414-9637 if you have any questions about our response or capabilities. On behalf of our Accenture team, thank you for the opportunity to submit our response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amit Mehta', with a stylized flourish at the end.

Amit Mehta
Managing Director, Accenture LLP

Per RFP Section 2.2 Transmittal Letter, we have included two attachments that contain Accenture’s response to the requested Transmittal Letter requirements.

- Attachment A – Response to RFP Requirements Section 2.2 Transmittal Letter
- Attachment B – Response to RFP Requirements Section 1.19 Confidential Information

Attachment A – Response to RFP Requirements Section 2.2 Transmittal Letter

Per RFP Section 2.2 Transmittal Letter, the following table represents Accenture’s response to the requirements requested.

Transmittal Letter Requirements	
Requirement	Accenture Response
<p>2.2.1 Agreement with Requirements listed in Section 1 The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/ conditions listed in Section 1.</p>	<p>Accenture understands the general information presented in Section 1 of the RFP and agrees with the requirements/conditions listed in Section 1.</p>
<p>2.2.2 Summary of Ability and Desire to Supply the Required Products or Services The Transmittal Letter must briefly summarize the Respondent’s ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent’s willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State’s mandatory contract clauses.</p>	<p>Accenture has an unmatched history with experience in implementing PeopleSoft in State Government environments, serving as the prime System Integrator for 14 different states that deployed this solution. This includes HCM upgrade experience to 9.2 such as Indiana is seeking. Our resources our skilled across the required functional and technical domains and are backed by a rigorous methodology and approach to complete a successful project. We bring tools and accelerators such as AESG that include our knowledge of leading practices to help the State reach its desired future state. We believe our responses to each of the requirements defined in Section 2.4 of the RFP will demonstrate our ability to supply the requested services that meet your requirements.</p> <p>Accenture agrees with the majority of the terms and conditions set forth in the RFP, including the mandatory contract clauses. However, Accenture would like to negotiate and clarify certain discreet terms as they relate to this scope of work. Per the instructions in the RFP, Accenture has identified the contract sections in Section 2.3.15 of Attachment E Business Proposal Template.</p>

Transmittal Letter Requirements

Requirement	Accenture Response
<p>2.2.3 Signature of Authorized Representative A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.</p>	<p>Amit Mehta, Managing Director, is authorized to commit Accenture LLP to its representations and certifies that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4.</p> <p>Principal Contact: Amit Mehta Address: 55 Monument Circle Suite 1200 B, Indianapolis, IN 46204 Telephone: 281-414-9637 Fax: N/A E-mail address: amit.x.mehta@accenture.com</p>
<p>2.2.4 Respondent Notification Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail. It is the Respondent’s obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.</p>	<p>Accenture LLP acknowledges that we will be notified via e-mail at amit.x.mehta@accenture.com. We will notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation.</p>
<p>2.2.5 Confidential Information Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq. (see section 1.19). Provide the following information:</p> <ul style="list-style-type: none"> • List all documents, or sections of documents, for which statutory exemption to the APRA is being claimed; • Specify which statutory exception of APRA applies for each document, or section of the document; • Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document. • Provide a separate redacted (for public release) version of the document. 	<p>Accenture LLP hereby asserts its rights under the provisions of the Access to Public Records Act (APRA), IC-5-14-3 et seq., to support its claims that certain redacted information contained within Accenture’s Request for Services (RFP) Response, (hereinafter, “Response”), contains highly sensitive data, materials, and methodologies. Please see Attachment B – Response to RFP Requirements 1.19 Confidential Information.</p>
<p>2.2.6 Other Information This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.</p>	<p>Not applicable.</p>

Attachment B – Response to RFP Requirements Section 1.19 Confidential Information

Notice of Inclusion of Trade Secret, Confidential and Proprietary Business Information

Accenture LLP hereby asserts its rights under the provisions of the Access to Public Records Act (APRA), IC-5-14-3 et seq, to support its claims that certain redacted information contained within Accenture's Request for Proposal (RFP) Response, (hereinafter, "Response"), contains highly sensitive data, materials, and methodologies. Specifically, where narrative materials, exhibits, documents, diagrams and figures have been redacted herein, they should not be released into the public domain to third-party requestors. As discussed here, the redacted information contains, information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy ("Trade Secret Information").

Pursuant to the exceptions and provisions under the provisions of APRA IC-5-14-3-et seq, Accenture asserts that it has taken reasonable efforts under the circumstances to maintain the secrecy of its Trade Secret Information and any release of "Trade Secret Information" into the public domain would operate counter to well-established precedent concerning the protection of a parties' sensitive commercial information under specific circumstances.

Indeed, information contained in the Response includes Trade Secret Information regarding Accenture's performance and delivery methodologies. Thus, Accenture considers the information that it has chosen to redact in the enclosed Response to be exempt from Public Disclosure as a Trade Secret and is Proprietary, Confidential and inclusive of Competitively Sensitive Accenture Business Information. All Information and materials that Accenture has determined as qualifying for an exemption from disclosure under the applicable Indiana Law are being submitted with a clearly visible redaction marking placed on the relevant portions of the applicable pages and are individually identified in a Redaction Index. The information redacted is particularized and falls within the categories of materials exempt from public disclosure. To be clear, information that the State of Indiana Department of Administration shall use to evaluate Accenture's RFP Response is not redacted.

Here, Accenture is including – and thus redacting – information that is commercial in nature, technical in scope, inclusive of financial information, and includes, formula, pattern, compilation, program, device, method, technique, designs, processes and proprietary procedures. Accenture's submitted and redacted information concerning the "how to" of its proposed delivery to the State of Indiana is secret (in that it is not freely shared nor exchanged without protection of a legally enforceable non-disclosure agreement or applicable law), of great value and used regularly by the company's business units as an advantage in the highly competitive technology development and professional services market segment. As the Indiana legislature determined (and as is reflected in the relevant statute), the disclosure of trade secrets not only negatively impacts the business interests of commercial entities such as Accenture by damaging them in the marketplace, but ultimately impairs the effective and efficient administration of governmental functions due the chilling effect of such material being under threat of widespread public release (see APRA IC-5-14-3-et seq.).

In particular, any release of the Accenture Trade Secret information into the public domain will only serve to inflict undue harm to Accenture as a corporate entity, inflict harms to privacy on Accenture personnel, former Accenture Client personnel and third-party individuals, diminish Accenture's competitive position in

the market, and violate existing agreements between Accenture and other commercial and government entities regarding the release of particular and proprietary information.

As an illustrative example reflective of the types of redactions included herein, information concerning how Accenture describes delivery or alternative methods via a diagram or visual representation of the delivery process should not be unduly exposed to market competitors when such information is routinely protected from undue disclosure and only revealed to Clients and other third-parties pursuant to Non-Disclosure Agreements and well-established rules and laws concerning confidentiality.

At the bottom, Accenture asserts that harm, both public and private, imposed by the disclosure of trade secrets and other proprietary information significantly outweighs any public benefit derived from such disclosure. Indeed, the public’s ability to scrutinize and monitor the Department’s actions in this procurement shall not be diminished by the nondisclosure and continued protection of Accenture’s trade secrets. Accenture is therefore submitting the Confidential, Proprietary and Trade Secret Information enclosed herein (and as identified in the accompanying Redaction Index) to the State of Indiana upon the condition that it shall not be duplicated, distributed, or shared outside of the Indiana State Government, in accord with applicable Indiana Law.

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INDIANA DEPARTMENT
OF ADMINISTRATION

ON BEHALF OF:
AUDITOR OF STATE,
STATE PERSONNEL
DEPARTMENT AND
INDIANA OFFICE
OF TECHNOLOGY

DETAILS MATTER



Measured Precision for
Indiana HCM and Payroll

**MODERNIZE THE HUMAN
RESOURCES AND PAYROLL
BUSINESS PROCESSES
AND TECHNOLOGIES**

**Best and Final Offer (BAFO)
RFP 19-105 | October 29, 2019**

**accenture**



INDIANA DEPARTMENT OF ADMINISTRATION
ON BEHALF OF:
**AUDITOR OF STATE, STATE PERSONNEL
DEPARTMENT AND INDIANA OFFICE
OF TECHNOLOGY**

MODERNIZE THE HUMAN RESOURCES AND PAYROLL BUSINESS PROCESSES AND TECHNOLOGIES

Best and Final Offer (BAFO)

RFP 19-105 | October 29, 2019

SUBMITTED TO:

Sean Cooper, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

SUBMITTED BY:

Amit Mehta, Managing Director
Accenture LLP
55 Monument Circle
Suite 1200 B
Indianapolis, IN 46204

**accenture**

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ATTACHMENT C INDIANA ECONOMIC IMPACT FORM

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ATTACHMENT D COST PROPOSAL

- Attachment D Cost Proposal Template

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- Financial Statement 2017 – Accenture LLP
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ATTACHMENT F1 TECHNICAL REQUIREMENTS WORKBOOK

- Attachment F1 Technical Requirements Workbook
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ATTACHMENT F7 STATEMENT OF WORK TEMPLATE

- Attachment F7 Statement of Work Template

ATTACHMENT F8 FUTURE-STATE PROCESS DEFINITION TEMPLATE

- Attachment F8 Future-State Process Definition Template

LEGAL DISCLAIMER

The content of this document is subject to formal contract negotiations. Nothing in this document shall form the basis for any contract, and nothing contained in this document will be binding against Accenture unless expressly agreed to by Accenture under a formal contract. All representations and warranties, whether express or implied by statute, law, or otherwise, are hereby excluded.

Accenture is pleased to submit this Response in response to the Indiana Department of Administration (“IDOA”) Request for Proposal RFP 19-105 Auditor of State, State Personnel Department and Indiana Office of Technology to Modernize the Human Resources and Payroll Business Processes and Technologies, and while this Response is not meant to constitute a formal offer, acceptance or contract, Accenture is submitting this Response based on the express understanding and condition that IDOA and Accenture will have an opportunity to work together in a spirit of cooperation to discuss, clarify and agree upon the specific scope of services, deliverables, schedules, responsibilities between the parties, assumptions, and contract terms and licenses applicable to the proposed services. In response to the RFP, Accenture has included a response to Appendix E, the preliminary terms and conditions.

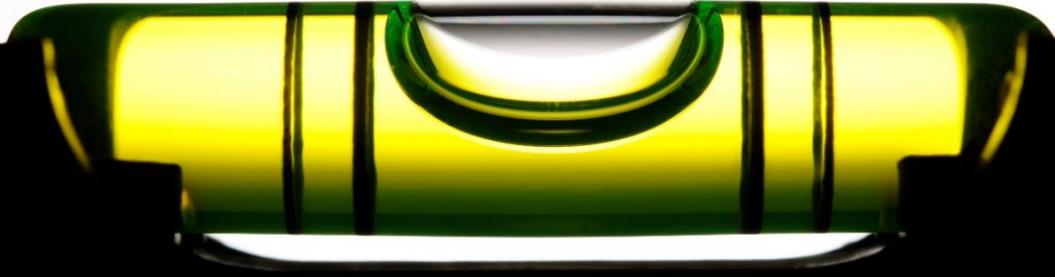
To the extent that this Response refers to trademarks that may be owned by others, the use of such trademarks is not an assertion of ownership of such trademarks by Accenture and is not intended to represent or imply the existence of an association between Accenture and the lawful owners of such trademarks.

Accenture interprets the following words and phrases used in the Response in the manner indicated: “maximize”, “optimize”, “optimal” means to improve to a commercially reasonable degree; “minimize” means to reduce to a commercially reasonable degree; “best” means leading or of a high standard; “partner”, “partnerships” does not mean a legal partnership, but rather a collaborative relationship; “right” where used as an adjective means appropriate; and “ensure” and “enable” means to use commercially reasonable efforts to implement.

This document was prepared on the instructions and information given by IDOA and accordingly no responsibility is accepted for any inaccuracy or error or any action taken or not taken in reliance on such instructions in this document.

These limitations are not in any way intended to restrict continuing business discussions between IDOA and Accenture.

DETAILS
MATTER



BAFO UPDATE SUMMARY

Accenture LLP (Accenture) would like to thank AOS, SPD and IOT for the opportunity to provide a “Best and Final Offer” (BAFO) for Indiana’s modernization project for HR and Payroll, RFP# 19-105. We have included our updated proposal in its entirety as requested. The summary of the changes included in our BAFO are as follows:

[REDACTED]

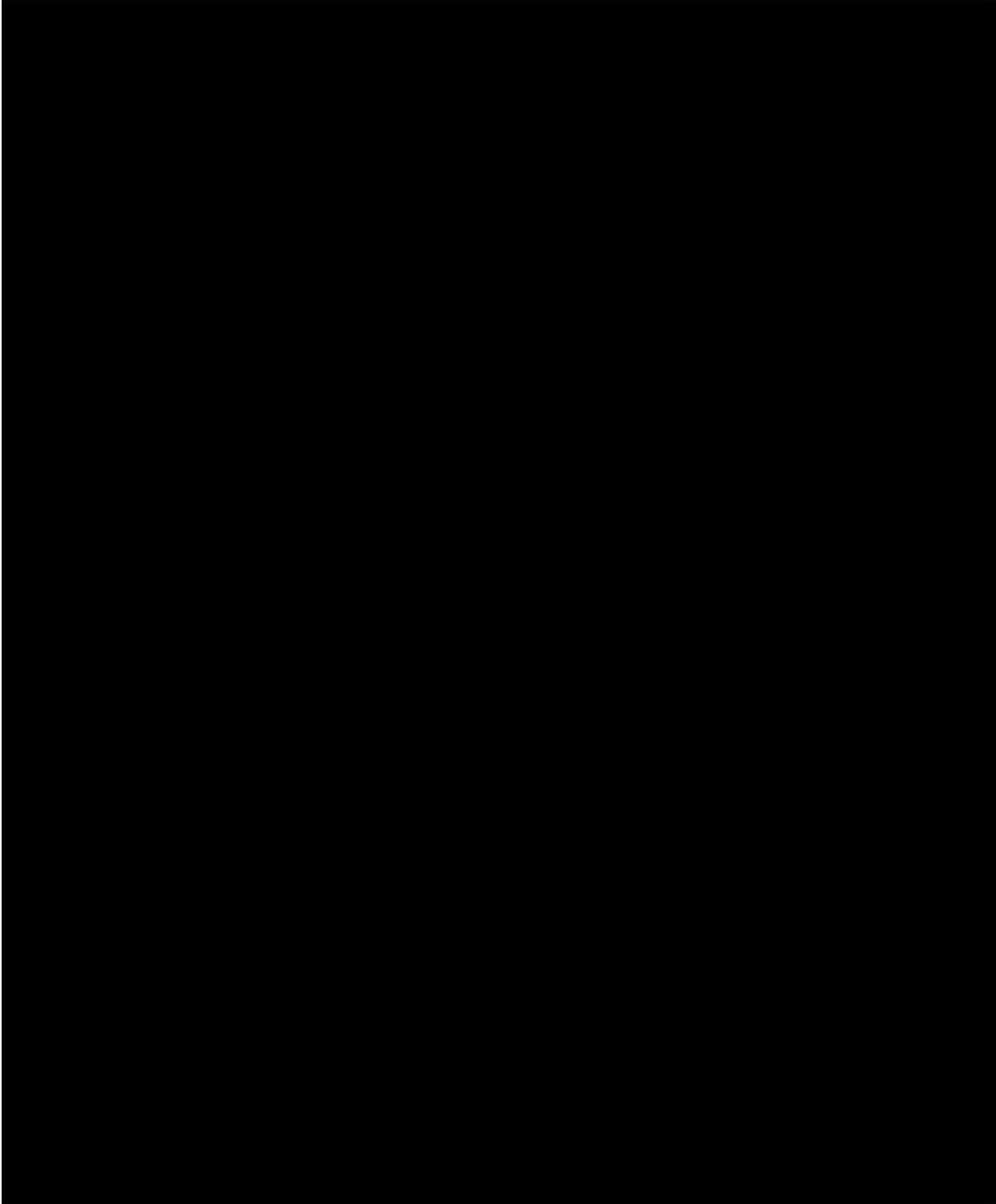
COST PROPOSAL

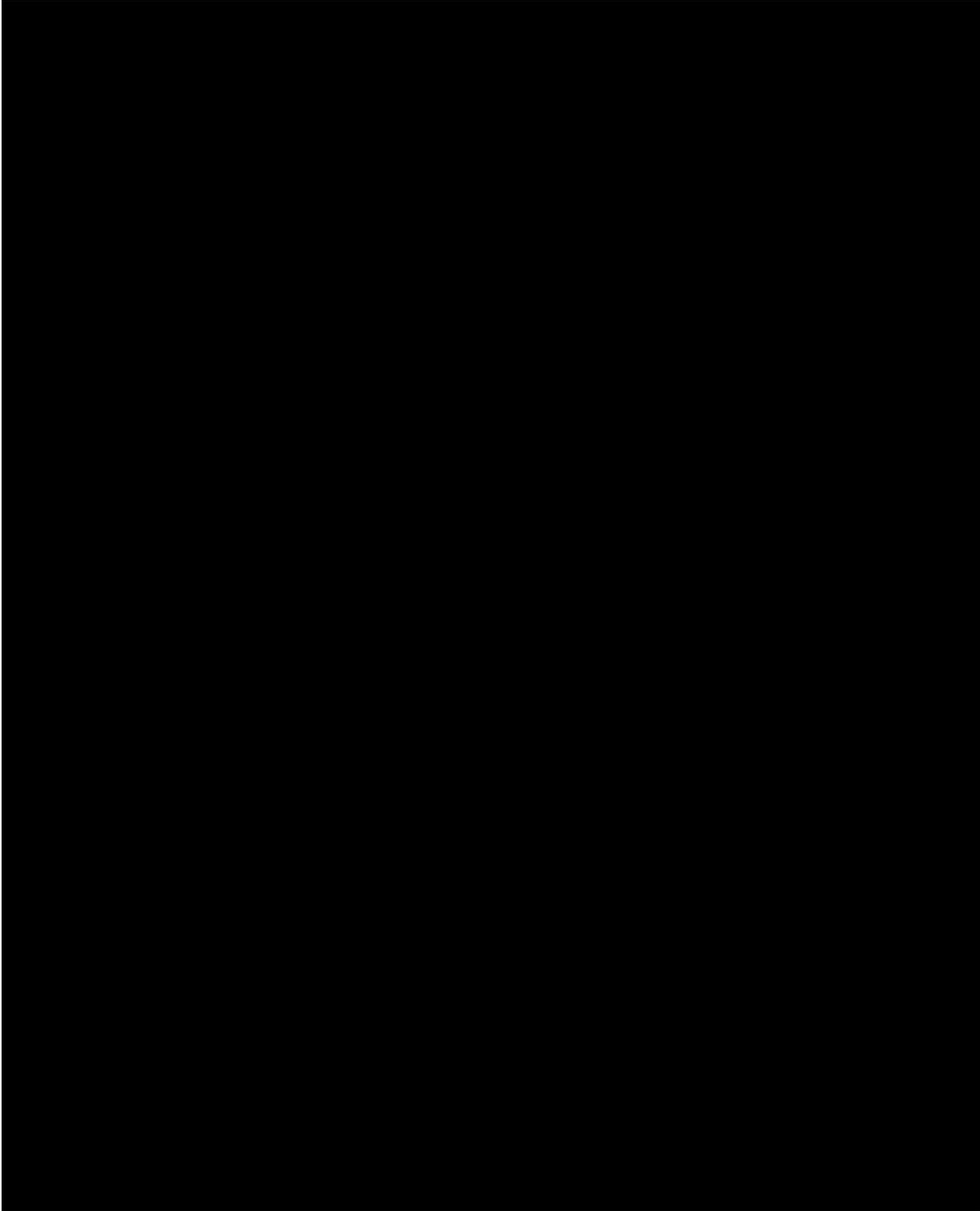
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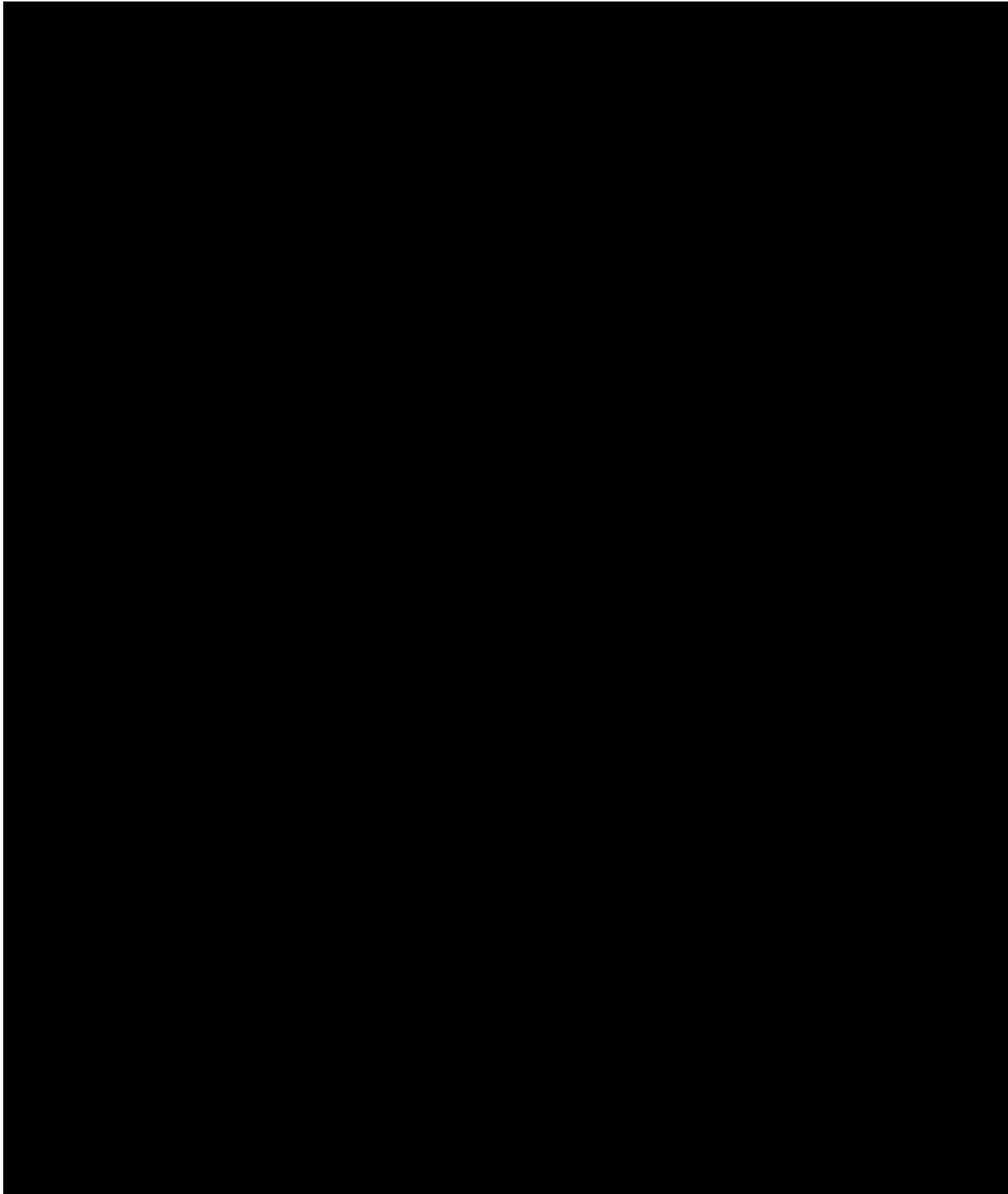
SUMMARY OF CHANGES

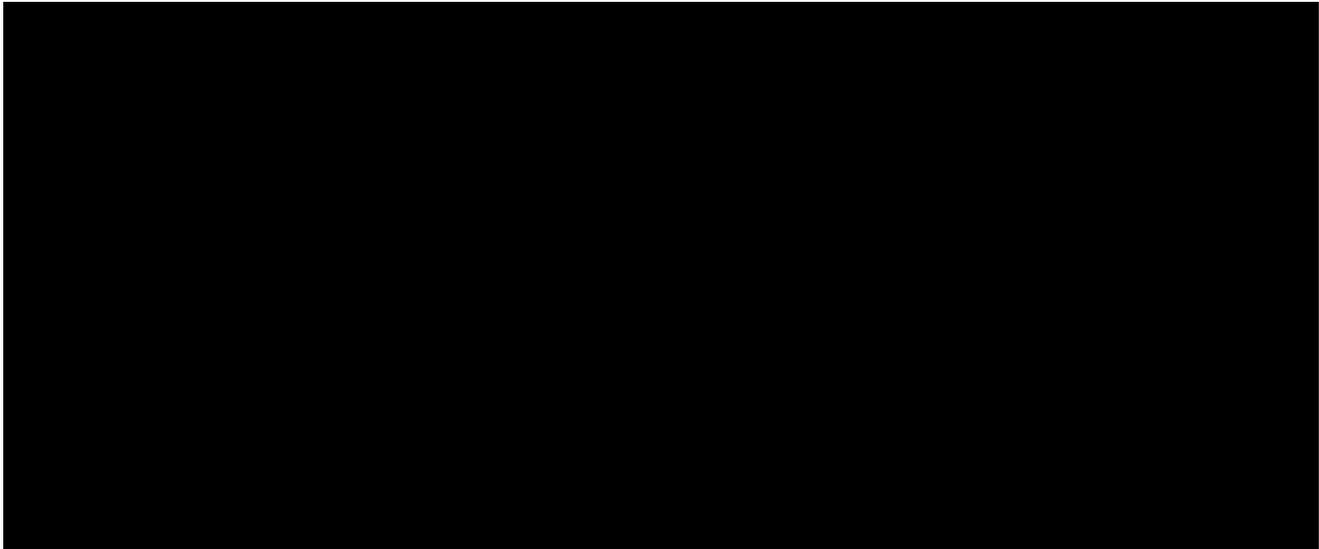
The table below provides a summary of the changes for each Attachment of our BAFO response.

[Redacted content]









CLOSING

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**ATTACHMENT A
MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDOA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF
COMMITMENT (MWBE)**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "**TOTAL BID AMOUNT**" and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019 by 3:00 PM EST

TOTAL BID AMOUNT: ██████████

<input checked="" type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name: Sondhi Solutions		Contact Person: Jason Johns	
Address: 47 S. Pennsylvania St., Suite 400 Indianapolis, IN 46204		E-mail: jjohns@sondhisolutions.com	
Sub-Contract Amount: ██████████		Telephone Number: (317) 559-4209	Fax Number: () N/A
Sub-Contract Percentage of Total Bid: ██████		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
		Information Technology Consultation Services	
Provide approximate dates when Sub-Contractor will perform on this project: August 2020-July 2021 (for Adopt stage to Deploy stage); August 2021-January 2022 (for Post Go-Live Support stage)			

<input checked="" type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name: Bucher + Christian Consulting, Inc. d/b/a BCforward		Contact Person: Todd Tolson	
Address: 9777 North College Ave. Indianapolis, IN 46280		E-mail: Todd.Tolson@BCforward.com	
Sub-Contract Amount: ██████████		Telephone Number: (317) 493-2017	Fax Number: (866) 881-7769
Sub-Contract Percentage of Total Bid: ██████		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
		Temporary Personnel Services	
Provide approximate dates when Sub-Contractor will perform on this project: August 2020-July 2021 (for Adopt stage to Deploy stage); August 2021-January 2022 (for Post Go-Live Support stage)			

Accenture LLP
 Respondent Firm
 55 Monument Circle, Suite 1200 B
 Address
 Indianapolis, IN 46204
 City/State/Zip Code
 Amit Mehta
 Representative
 October 29, 2019
 Date

(281) 414-9637
 Telephone Number
 N/A
 Fax Number
 amit.x.mehta@accenture.com
 Email Address 
 Authorizing Signature
 Amit Mehta, Managing Director
 Printed Name and Title

Please check if additional forms are attached.
 Page 2 of 3

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019 by 3:00 PM EST

TOTAL BID AMOUNT: ██████████

<input type="checkbox"/> MBE Firm <input checked="" type="checkbox"/> WBE Firm		
Company Name: aFit Staffing, Inc.	Contact Person: Julie (Booth) Phillips	
Address: 1075 Broad Ripple Ave., Suite 331 Indianapolis, IN 46220	E-mail: julie@afitstaffing.com	
Sub-Contract Amount: ██████████	Telephone Number: (317) 418-5062	Fax Number: () N/A
Sub-Contract Percentage of Total Bid: ██████████	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
	Information Technology Consultation Services	
Provide approximate dates when Sub-Contractor will perform on this project: June 2020-July 2021 (for Adopt stage to Deploy stage); August 2021-October 2021 (for Post Go-Live Support stage)		

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name: N/A	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

Accenture LLP
 Respondent Firm
 55 Monument Circle, Suite 1200 B
 Address
 Indianapolis, IN 46204
 City/State/Zip Code
 Amit Mehta
 Representative
 October 29, 2019
 Date

(281) 414-9637
 Telephone Number
 N/A
 Fax Number
 amit.x.mehta@accenture.com
 Email Address 
 Authorizing Signature
 Amit Mehta, Managing Director
 Printed Name and Title

Please check if additional forms are attached.
 Page 3 of 3

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Division of Supplier Diversity

Indiana Government Center South
402 West Washington Street, Room W469
Indianapolis, IN 46204
(317) 232 - 3061

July 11, 2018

Mr. Jason Sondhi
Sondhi Solutions, LLC
47 S Pennsylvania St., Suite 400
Indianapolis, IN 46204

Subject: Application for MBE Certification

Dear Mr. Sondhi,

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that Sondhi Solutions, LLC, is hereby certified as a Minority Business Enterprise (MBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Minority Business Enterprise participation:

UNSPSC CODE(S)

<i>Code</i>	<i>Description</i>
80101507	Information technology consultation services
80101600	Project management
80111604	Temporary technician staffing needs

On September 13, 2010, the Governor's Commission on Minority and Women's Business Enterprises approved the department's effort to streamline its recertification process. Instead of conducting an onsite visit to each company seeking recertification, the department now has the discretion to waive the visit after a thorough review of the company's file and recertification documents. We have approved your recertification and it is valid through **July 31, 2021**. Please note that IDOA continues to reserve the right to conduct a site visit or phone interview at any time to certified companies.

Although your certification is valid for a three-year period, you are required to submit an annual ***Affidavit of Continued Eligibility (ACE)*** form, located at www.in.gov/idoa/mwbe/files/ACE_Form.pdf. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide an ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership and control.

We encourage you to visit IDOA's procurement website, www.in.gov/idoa/2464.htm, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit www.in.gov/idoa/mwbe/2743.htm to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy L. Wolf". The signature is fluid and cursive, with a large initial "A" and "W".

Amy L. Wolf, Deputy Director of Certification
Indiana Department of Administration
Division of Supplier Diversity

ALW:cl



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Division of Supplier Diversity

Indiana Government Center South
402 West Washington Street, Room W478
Indianapolis, IN 46204
(317) 232 - 3061

8/24/2017

Justin Christian
Bucher and Christian Consulting, Inc.
9777 N. College Ave
Indianapolis, IN 46280

Subject: Application for MBE Certification

Dear Mr. Christian,

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that **Bucher and Christian Consulting, Inc.** is hereby certified as a Minority Business Enterprise (MBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Minority Business Enterprise participation:

UNSPSC CODE(S)

<i>Code</i>	<i>Description</i>
80111600	Temporary personnel services
80111700	Personnel recruitment
80111701	Staff recruiting services
80161501	Office administration or secretarial services
80161504	Clerical services
81111506	Client or server programming services
81141500	Quality control
83111507	Call centre bureau services
84111500	Accounting services
85121901	Pharmaceutical preparation services
85131701	Pharmaceutical research services
93141802	Recruitment services

On September 13, 2010, the Governor's Commission on Minority and Women's Business Enterprises approved the department's effort to streamline its recertification process. Instead of conducting an onsite visit to each company seeking recertification, the department now has the discretion to waive the visit after a thorough review of the company's file and recertification documents. We have approved your recertification and it is valid through **8/31/2020**. Please note that IDOA continues to reserve the right to conduct a site visit or phone interview at any time to certified companies.

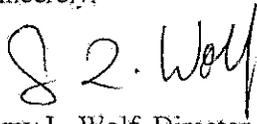
Although your certification is valid for a three-year period, you are required to submit an annual *Affidavit of Continued Eligibility (ACE)* form, located at www.in.gov/idoa/mwbe/files/ACE_Form.pdf. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide an ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership and control.

We encourage you to visit IDOA's procurement website, www.in.gov/idoa/2464.htm, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit www.in.gov/idoa/mwbe/2743.htm to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

We ask that you please contact Amy L. Wolf, Director of Certification, at (317) 232-3061 or awolf@idoa.in.gov if you have any questions or concerns about your letter.

Sincerely,

A handwritten signature in black ink that reads "Amy L. Wolf". The signature is written in a cursive style with a large initial "A" and "W".

Amy L. Wolf, Director of Certification
Indiana Department of Administration
Division of Supplier Diversity

ALW:ytj



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION Division of Supplier Diversity

Indiana Government Center South
402 West Washington Street, Room W478
Indianapolis, IN 46204
(317) 232 - 3061

11/30/2017

Julie Booth
Afit Staffing Inc.
1075 Broad Ripple Ave, Suite 331
Indianapolis, IN 46220

Subject: Application for WBE Certification

Dear Ms. Booth,

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that **Afit Staffing** is hereby certified as a Women's Business Enterprise (WBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Women's Business Enterprise (WBE). participation:

UNSPSC CODE(S)

<i>Code</i>	<i>Description</i>
81111810	Software coding service
81111808	System analysis service
80101507	Strategic planning consultation services
80000000	Information technology consultation services
81160000	Management and Business Professionals and Administrative Services
80141612	Information Technology Service Delivery
80111608	Sales or marketing programs
80111609	Temporary information technology software developers
80100000	Temporary information technology systems or database administrators
86000000	Management advisory services
80101600	Education and Training Services
80101504	Project management
	Strategic planning consultation services

This certification is valid through 11/30/2020.

Although your certification is valid for a three-year period, you are required to submit an annual **Affidavit of Continued Eligibility (ACE)** form, located at http://www.in.gov/idoa/files/ACE_Form.pdf. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide the ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership or control.

We encourage you to visit IDOA's procurement website, <http://www.in.gov/idoa/2463.htm>, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for

Reference: Afit Staffing Inc.

business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit <http://www.in.gov/idoa/minority/Certifications.xls> to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

We ask that you please contact Amy L. Wolf, Director of Certification, at (317) 232-3061 or awolf@idoa.in.gov if you have any questions or concerns about your letter.

Sincerely,



Amy L. Wolf, Deputy Director of Certification
Indiana Department of Administration
Division of Supplier Diversity

ALW:ytj



October 28, 2019

Amit Mehta
Accenture LLP
55 Monument Circle
Suite 1200 B
Indianapolis, IN 46204

RE: Modernize the Human Resources and Payroll Business Processes and Technologies (RFP 19-105)

Dear Mr. Mehta,

Sondhi Solutions is pleased to participate in the proposed bid of RFP 19-105 for the Indiana Department of Administration on behalf of the Auditor of State, State Personnel Department and Indiana Office of Technology for the State of Indiana. In the event Accenture is chosen to fulfill this RFP, our company will serve as a subcontractor to Accenture for the purpose supporting PeopleSoft HCM-Payroll Modernization project activities.

Founded in 2009 and headquartered in Indianapolis, Sondhi Solutions provides information technology support and staffing to over 70 clients across the Midwest and Southwest. Our business is listed in the Indiana Department of Administration Directory of Certified Firms as a Minority Business Enterprise (MBE). Sondhi Solutions' IDOA Bidder ID Number is 0000024029.

As an Indiana MBE subcontractor certified to provide information technology consultation services, we anticipate providing consulting services to support:

- Development services
- Security services

Our subcontracted services will be in the amount of [REDACTED] of the TOTAL BID AMOUNT. As requested in the RFP, these services would be provided from the Adopt stage to Deploy stage, with the anticipated period of 12 months (August 2020-July 2021), with a subset of resources extended for Post Go-Live Support (August 2021-January 2022). Sondhi Solutions is willing to take on this project and to carry out our responsibilities as a subcontractor to Accenture.

We look forward to working with Accenture and the State of Indiana on this important initiative.

Regards,

A handwritten signature in black ink, appearing to read 'Jason Sondhi', is written in a cursive style.

Jason Sondhi
President

October 28, 2019

Accenture LLP
55 Monument Circle
Suite 1200 B
Indianapolis, IN 46204

RE: Modernize the Human Resources and Payroll Business Processes and Technologies (RFP 19-105)

Dear Mr. Mehta,

Bucher + Christian Consulting, Inc. (*BCforward*) is pleased to participate in the proposed bid of RFP 19-105 for the Indiana Department of Administration on behalf of the Auditor of State, State Personnel Department and Indiana Office of Technology for the State of Indiana. In the event Accenture is chosen to fulfill this RFP, our company will serve as a subcontractor to Accenture for the purpose supporting PeopleSoft HCM-Payroll Modernization project activities.

BCforward is the largest PMO and IT staffing company headquartered in Indiana and the largest Minority Business Enterprise (MBE) in Indiana, leveraging resources and processes to assist in the solution of business problems and staffing needs. Since our founding in 1998, *BCforward* has been engaged with ERP implementations, project management, and training and support services. Our business is listed in the Indiana Department of Administration Directory of Certified Firms as a Minority Business Enterprise (MBE). *BCforward's* IDOA Bidder ID Number is 0000006310.

As an Indiana MBE subcontractor certified to provide temporary personnel services, we anticipate providing consulting services to support:

➤ Development services

Our subcontracted services will be in the amount of [REDACTED] of the TOTAL BID AMOUNT. As requested in the RFP, these services would be provided from the Adopt stage to Deploy stage, with the anticipated period of 12 months (August 2020-July 2021), with a subset of resources extended for Post Go-Live Support (August 2021-January 2022). *BCforward* is willing to take on this project and to carry out our responsibilities as a subcontractor to Accenture.

We look forward to working with Accenture and the State of Indiana on this important initiative.

Regards,



Justin Christian
CEO/President



October 28, 2019

Amit Mehta
Accenture LLP
55 Monument Circle
Suite 1200 B
Indianapolis, IN 46204

RE: Modernize the Human Resources and Payroll Business Processes and Technologies (RFP 19-105)

Dear Mr. Mehta,

aFit Staffing Inc. (aFit) is pleased to participate in the proposed bid of RFP 19-105 for the Indiana Department of Administration on behalf of the Auditor of State, State Personnel Department and Indiana Office of Technology for the State of Indiana. In the event Accenture is chosen to fulfill this RFP, our company will serve as a subcontractor to Accenture for the purpose supporting PeopleSoft HCM-Payroll Modernization project activities.

Started in 2014 in Indianapolis, aFit is committed to being an ethical, responsive, and results-driven company providing information technology services. Our business is listed in the Indiana Department of Administration Directory of Certified Firms as a Women Business Enterprise (WBE). aFit's IDOA Bidder ID Number is 0000040063.

As an Indiana WBE subcontractor certified to provide information technology consultation services, we anticipate providing consulting services to support:

- Functional Payroll/Absence Management/Project Costing consultants
- Development services
- Training services

Our subcontracted services will be in the amount of [REDACTED] of the TOTAL BID AMOUNT. As requested in the RFP, these services would be provided for the Adopt stage to Deploy stage, with the anticipated period of 14 months (June 2020-July 2021) with a subset of resources extended for Post Go-Live Support (August 2021-October 2021). aFit is willing to take on this project and to carry out our responsibilities as a subcontractor to Accenture.

We look forward to working with Accenture and the State of Indiana on this important initiative.

Regards,

A handwritten signature in blue ink that reads "Julie Booth Phillips".

Julie Booth Phillips
Owner and President
aFit Staffing, Inc

**ATTACHMENT A1
INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with Section 1.22 of RFP-19-075 the respondent is expected to submit with its proposal an Indiana Veteran Owned Small Business (IVOSB) RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Indiana Veteran Owned Small Business(es) listed in the [VA OSDBU](#) registry, or listed on the IDOA Directory of Certified Firms that conform to the IVOSB rules as laid out at <http://www.in.gov/idoa/2862.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in “**TOTAL BID AMOUNT**” should match the amount entered in the Attachment D, Cost Proposal Template.

If the vendor responding to the RFP is an IVOSB certified entity, the letter confirming same should be submitted with their response. IDOA will verify the certification but will not check for it. Therefore the responding vendor has the responsibility to alert IDOA of their certification. The IVOSB respondent will receive the total points for the IVOSB evaluation criteria per section 3.2.7. Additional ISVOB subcontractors must be included if the IVOSB respondent is seeking the additional bonus point.

The IVOSB respondent must list their **company contact information only** on the IVOSB Subcontractor Commitment Form.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVOSB Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVOSB subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](#)) registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor’s veteran business Certification Letter provided by either IDOA or Federal Govt. (VA OSDBU), to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
- IVOSB must have a Bidder ID (see section 2.3.7 - Department of Administration, Procurement Division)
- A Prime Contractor who is an IVOSB can count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the [VA OSDBU](#) or IDOA Certified Firm directories <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVOSB must accompany the IVOSB Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSB of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the “**TOTAL BID AMOUNT**” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State’s IVOSB Program. Questions involving the regulations governing the IVOSB Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019 by 3:00 PM EST

TOTAL BID AMOUNT: ██████████

Company Name: Esource Resources		Contact Person: Brooke Endres	
Address: 7114 Lakeview Parkway West Dr. Indianapolis, IN 46268		E-mail: brooke.endres@esourceresources.net	
Sub-Contract Amount: ██████████		Telephone Number: (317) 572-5028	Fax Number: (800) 454-7091
Sub-Contract Percentage of Total Bid: ██████████		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u> Information Technology Consultation Services	
Provide approximate dates when Sub-Contractor will perform on this project: March 2020-July 2021 (for organizational change management and training services in Initiate stage through Deploy stage); March 2021-June 2021 (for development services in Validate stage)			

Company Name: N/A		Contact Person:	
Address:		E-mail:	
Sub-Contract Amount:		Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:			

Accenture LLP
 Respondent Firm
 55 Monument Circle, Suite 1200 B
 Address
 Indianapolis, IN 46204
 City/State/Zip Code
 Amit Mehta
 Representative
 October 29, 2019
 Date

(281) 414-9637
 Telephone Number
 N/A
 Fax Number
 amit.x.mehta@accenture.com
 Email Address 
 Authorizing Signature
 Amit Mehta, Managing Director
 Printed Name and Title

Please check if additional forms are attached.
 Page 1 of 1

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Indiana Veteran Business

Indiana Government Center South
402 West Washington Street, Room W468
Indianapolis, IN 46204

June 6, 2019

Mr. Eddie Rivers
Esource Resources, LLC
9150 Harrison Park Court Suite B
Indianapolis IN, 46216

Subject: Indiana Veteran Owned Small Business Certification

Dear Mr. Rivers:

The Indiana Department of Administration is pleased to inform you that **Esource Resources, LLC**. Is hereby certified as an Indiana Veteran Owned Small Business Enterprise ("IVOSB").

The State of Indiana recognizes **Esource Resources LLC**. Department of Veteran Affairs VetBiz certification, and the company will now be listed in the Indiana Veteran Business Directory with the same certification dates listed on your VetBiz record: **5/08/2019** through **5/08/2022**

If **COMPANY** recertifies with VetBiz, be sure to send a recertification notice along with a completed recertification application to the State of Indiana so the company's information may be kept current on the Indiana Veteran Business Directory. However, if you do not continue with VetBiz certification, you can still certify directly with the State of Indiana by following the steps outlined at: <http://in.gov/idoa/2862.htm>.

If you should have any questions or concerns, please do not hesitate to contact the Department via email at indianaveteranspreference@idoa.in.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy L. Wolf".

Amy L. Wolf, Deputy Director of Certification
Indiana Department of Administration
Division of Supplier Diversity



October 28, 2019

Amit Mehta
Accenture LLP
55 Monument Circle
Suite 1200 B
Indianapolis, IN 46204

RE: Modernize the Human Resources and Payroll Business Processes and Technologies (RFP 19-105)

Dear Mr. Mehta,

Esource Resources is pleased to participate in the proposed bid of RFP 19-105 for the Indiana Department of Administration on behalf of the Auditor of State, State Personnel Department and Indiana Office of Technology for the State of Indiana. In the event Accenture is chosen to fulfill this RFP, our company will serve as a subcontractor to Accenture for the purpose supporting PeopleSoft HCM-Payroll Modernization project activities.

Esource Resources is a multi-discipline consulting firm specializing in IT staffing, placement, computer and software consulting, cloud storage, systems integrations, web and graphic design resources, and software licensing. Our business is listed in the Indiana Department of Administration Directory of Certified Firms as an Indiana Veteran Business Enterprise (IVBE). Esource Resources' IDOA Bidder ID Number is 0000007934.

As an Indiana Veteran Owned Small Business (IVOSB) subcontractor certified to provide information technology consultation services, we anticipate providing consulting services to support:

- Development services
- Organizational Change Management and Training services

Our subcontracted services will be in the amount of [REDACTED] of the TOTAL BID AMOUNT. As requested in the RFP, organizational change management and training services would be provided from the Initiate stage and extend through the Deploy stage, with the anticipated period of 17 months (March 2020-July 2021). Development services would be provided in the Validate stage, with the anticipated period of 4 months (March 2021-June 2021). Esource Resources is willing to take on this project and to carry out our responsibilities as a subcontractor to Accenture.

We look forward to working with Accenture and the State of Indiana on this important initiative.

Regards,

Eddie Rivers

Eddie Rivers CEO

Esource Resources, LLC 7114 Lakeview Parkway W Dr
Indianapolis, IN 46268

317-863-0423
800-454-7091

ATTACHMENT B
PROFESSIONAL SERVICES CONTRACT

#

This Contract ("this Contract"), entered into by and between _____ (the "State") and _____ (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

2. Consideration. The Contractor will be paid at the rate of _____ for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$ _____.

3. Term. This Contract shall be effective for a period of _____. It shall commence on _____ and shall remain in effect through _____.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit

~~Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.~~

Commented [BA1]: It's Accenture's understanding that the State will not be paying Accenture with federal funds. Accenture LLP is not set up to comply with federal audit requirements.

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the

procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers

maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall ~~disclose necessary personnel records~~ and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

Commented [BA2]: Accenture personnel records are confidential, such as health records. Accenture will work with the State in the event of a transition.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the

Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an

unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

24.1 Limitation of Liability. The sole liability of either Party to the other in relation to any and all claims in any manner related to the Agreement (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to the total fees paid or payable to Accenture under the applicable SOW (or if the term of the SOW is 12 months or longer, the liability of each Party will be limited in the aggregate to the fees received under the applicable SOW during the 12 month period immediately preceding the event giving rise to the first such claim or, in respect of any such event occurring during the first 12 months of the SOW, the fees payable under the applicable SOW during the first 12 months). In no event will either Party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any: (i) consequential, indirect, incidental, special or punitive damages, or (ii) loss of profits, business, opportunity or anticipated savings

(whether directly or indirectly arising). Nothing in the Agreement excludes or limits either Party's liability to the other which cannot lawfully be excluded or limited.

Commented [BA3]: Accenture proposes a reasonable limitation of liability here to balance risks with rewards, which we referenced as a proposed new section in the exceptions table.

24.2 Direct Damages for Data Breach. Notwithstanding anything to the contrary set forth in this Agreement, if the State incurs damages in the mutually agreed upon Data Safeguards of this Agreement, Accenture shall be liable on a comparative basis for the portion of those damages directly attributable to such Accenture breach subject to the Limitation of Liability above. Direct damages shall include: (a) the reasonable cost of providing legally required notice of the security breach to individuals affected by the unauthorized acquisition and/or misuse of the Client Personal Data; (b) the reasonable cost of providing legally required notice to government agencies, credit bureaus, and/or other required entities; (c) the reasonable cost of providing individuals affected by the unauthorized acquisition and/or misuse of the Client Personal Data with credit monitoring services designed to protect against potential fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months; (d) reasonable call center support for such affected individuals for a specific period not to exceed thirty (30) calendar days; and (e) reasonable fees associated with computer forensic work required for security incident investigations.

Commented [BA4]: Accenture has provided data safeguards as a starting point.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

Commented [BA5]: Based on concerns raised in Orals, we have added clarifications for remedies for data breach.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's IVOSB Division ("IVOSB Division") and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
<hr/>				
<i>Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:</i>				
<hr/>				
<hr/>				

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a

copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence **and \$10,000,000 in the annual aggregate**, unless additional coverage is required by the State, **subject to negotiation and mutual agreement**. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. ~~Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.~~

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

Commented [BA6]: Accenture has attached copies of its standard insurance certs for review.

Commented [BA7]: Accenture's Errors and Omission's policy is combined with its Professional Liability policy.

Commented [BA8]: Accenture assumes this is non-applicable to the scope of services.

7. Professional Liability Insurance. The Contractor shall maintain insurance to cover Contractor's liability in the performance of services under the contract for: (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and, (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e). The Contractor is required to carry the following limits: \$10,000,000 – per claim or event and \$10,000,000 – annual aggregate.

Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

Commented [BA9]: Accenture's errors and omissions and cyber liability is combined in one policy.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited or expanded by the insurance required in this Contract.

Commented [BA10]: Accenture's contractual obligations are not tied to is insurance coverage.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision Contractor agrees that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

Commented [BA11]: Accenture cannot modify its policy and endorsements as it does not provide project specific insurance. However, Accenture agrees to provide notice to the state.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana except for its Professional Liability policy.

Commented [BA12]: Waiver of subrogation is not available on Accenture's professional liability policy.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women’s Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women’s Business Enterprise (“MBE” and/or “WBE”) participation plan as detailed in the Minority and Women’s Business Enterprises Subcontractor Commitment Form, commonly referred to as “Attachment A” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division (“Division”) certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to

MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

E-mail: _____

B. Notices to the Contractor shall be sent to:

E-mail: _____

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP # _____, (4) Contractor's response to RFP # _____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any material breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. ~~Deliver the supplies or perform the services within the time specified in this Contract or any extension;~~
3. Make progress so as to endanger performance of this Contract; or
4. ~~Materially perform any of the other provisions of this Contract.~~

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

Commented [BA13]: SI services do not lend themselves to strict performance.

Commented [BA14]: Termination is an extreme remedy, the parties should work together in the event the project schedule needs to be adjusted. Per the State's request in BAFO, Accenture has proposed liquidated damages in the SOW to provide remedy in event of material delays.

Commented [BA15]: See comment above regarding strict performance.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2018 OAG/ IDOA *Professional Services Contract Manual* or the 2018 *SCM Template*) in any way except as follows: _____

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

[Applicable only to contracts processed through SCM]

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

[Contractor]
By: _____

[Indiana Agency]
By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____

Approved by:
Indiana Department of Administration

Approved by:
State Budget Agency

By: _____ (for)
Lesley A. Crane, Commissioner

By: _____ (for)
Jason D. Dudich, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:
Office of the Attorney General

Curtis T. Hill, Jr., Attorney General

Date: _____

Approved by:
Indiana Office of Technology

By: _____ (for)
Dewand Neely, Chief Information Officer

Date: _____

Attachment C - Indiana Economic Impact Form Instructions

INSTRUCTIONS

1. Complete lines 1 - 15 with the information requested about the company in the Attachment C worksheet.
All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

2. Line 16: Enter total amount of this proposal, bid, or current contract.

This figure should match the amount found under the heading "Grand Total" on the Cost Summary tab in Attachment E, Cost Proposal.

3. Lines 18 and 21 measure the full-time equivalent (FTE) count of Indiana residents; this number will be auto-populated on Attachment C worksheet. Respondents shall populate the yellow-shaded cells in the FTE Details worksheet.

The state defines FTE as a measurement of an employee's productivity on a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE.

Please populate the yellow-shaded cells in the FTE Details worksheet.

Respondents shall provide a job title for each of the FTE's proposed for The State of Indiana contract as well as the number of FTE that job title contributes to the total.

ex) PROJECT MANAGER - 1 FTE

Please keep in mind that the only FTE's that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: 10 employees working on 4 contracts (1 of them being the State of Indiana contract) - each of the 10 employees would only count as 1/4 of an FTE or .25. Therefore, the total number of FTE's for this scenario would be 2.5.



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R4 / 1-06)
DEPARTMENT OF ADMINISTRATION
Approved by State Board of Accounts, 2006

INSTRUCTIONS

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	Accenture LLP
2	Address/City/State/Zip Code:	55 Monument Circle, Suite 1200 B, Indianapolis, IN 46204
3	Telephone #/Fax #/Website:	Telephone #: 317-267-3400 / Fax #: 317-267-3450 / Website: www.accenture.com
4	Federal Tax Identification Number:	72-0542904
5	State/Country of domicile/incorporation:	Illinois
6	Location of firm's headquarters or principal place of business:	Chicago, Illinois
7	Name of parent company or holding company (if applicable):	Accenture plc
8	State/Country of domicile/incorporation of company listed in #7:	Ireland
9	Address of company listed in #7:	1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland
10	IN Department of Workforce Development (DWD) account number:	319183
11	IN Department of Revenue (DOR) account number:	004621115-0019
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	Approximately 746
13	Total number of employees per most recently completed IRS Form W-2 distribution:	Approximately 50,127
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	Total Indiana wages taken from Q42018 is approximately \$42,404,988.93
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	Total wages on W-2 file for 2018 is \$6,397,869,185.53
16	Total amount of this proposal, bid, or current contract:	

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	Prime Contractor Company Name:	Accenture LLP
18	Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:	

19	Subcontractor Company Name:	Sondhi Solutions	Bucher + Christian Consulting, Inc. d/b/a BCforward	aFit Staffing, Inc.	Esource Resources
20	Address/Contact Person/Telephone Number/Tax ID Number:	Address: 47 S. Pennsylvania St., Suite 400 Indianapolis, IN 46204 Contact Person: Jason Johns Telephone Number: 317-559-4209 Tax ID Number: 26-1111747	Address: 9777 North College Ave. Indianapolis, IN 46280 Contact Person: Todd Tolson Telephone Number: 317-493-2017 Tax ID Number: 35-2049936	Address: 1075 Broad Ripple Ave., Suite 331 Indianapolis, IN 46220 Contact Person: Julie (Booth) Phillips Telephone Number: 317-418-5062 Tax ID Number: 47-2379762	Address: 7114 Lakeview Parkway West Dr. Indianapolis, IN 46268 Contact Person: Brooke Endres Telephone Number: 317-572-5028 Tax ID Number: 37-1437685
21	Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:				

22	Affirmation by authorized official:	I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief.		
	Signature:			
	Name of authorized official:	Amit Mehta		
	Title:	Managing Director		
	Date:	10/29/2019		

**Attachment C - Indiana Economic Impact Form
FTE Details - Job Titles and Contributing FTE**

INSTRUCTIONS

- **Populate the yellow-shaded cells; with all applicable job titles and the total FTE count.**
- **Respondents may insert additional rows to account for all job titles attributing to the total FTE count.**

Please keep in mind that the only FTE's that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: The project length of the contract is 48 months. There are 10 employees working on the contract over the 48 month contract period. 5 employees are working solely on the project for 48 months. 3 employees are working equal time on 2 projects for 48 months. 2 employees are working solely on the project for 6 months.
The FTEs would be calculated as follows:
5 employees x 48 months (48 months working solely on this project) x 1 (time spent solely on this project) = 240 months / 48 months (length of contract) = 5 FTEs
3 employees x 48 months x .5 (splitting time equally between 2 projects) = 72 months / 48 months = 1.5 FTEs

Column Title Definitions:
Number of Employees = Number of employees working on this State contract.
Duration (In Months) = Amount of time that the employee(s) will spend on the State contract.
Time Spent (Percentage) = Percentage of time the employee(s) will be working on the contract.

Duration of Initial Contract Term (In Months) **24** *Number based on initial contract term

PRIME CONTRACTOR COMPANY				
EMPLOYEE JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
<i>Example: Project Managers</i>	5	48	100%	10.00
<i>Example: Project Coordinators</i>	3	48	50%	3.00

SUB CONTRACTOR COMPANY NAME				aFit Staffing
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
<i>Example: Developer</i>	2	6	100%	0.50

SUB CONTRACTOR COMPANY NAME				Sondhi Solutions
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
<i>Example: Developer</i>	2	6	100%	0.50

SUB CONTRACTOR COMPANY NAME				BCforward
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
<i>Example: Developer</i>	2	6	100%	0.50

SUB CONTRACTOR COMPANY NAME				(Enter Company Name Here)
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
<i>Example: Developer</i>	2	6	100%	0.50

Cost Proposal

RFP 19-105 Attachment D - Cost Proposal Template

Instructions for this Workbook

General Cost Proposal Instructions
This Cost Proposal should include Fixed-Bid Costs to implement the entire proposed scope of services including a) all requirements committed to be met in Attachments F1, F2 and F3, b) those implied by the process,
Prices must be ALL INCLUSIVE, including any and all delivery costs, destination fees and inflation.
This Cost Proposal must include all non-infrastructure and non-hardware product and service costs required to fully execute the proposed scope of services.
Each Cost Summary line item should be described fully in the corresponding worksheet for the appropriate cost category (e.g. Solution Product And Services). The descriptions should include a description of all limitations for products and services including licensing. For instance, if the price for a product license is for up to 600
Additional information can be provided beyond what is included in the Cost Proposal worksheet descriptions. The additional information must be referenced in the specific worksheet line item description. For instance, if a
All costs in the Cost Proposal should be consistent with the strategy and approach described in Attachment F4 - Technical Proposal - Approach Template as well as the project plan and staffing plan templates.
The "TOTAL BID AMOUNT" cell (bright red shading) in the Costing Summary worksheet must include all costs for
The State reserves the right to contact proposers on price and scope clarification at any time throughout the
Do NOT use "To Be Determined" or similar annotations in the Cost Proposal worksheets. Assumptions should
All worksheets in the Cost Proposal should be thoroughly and accurately completed.
Rows can be added or removed to support your level of detail, however, major categories (e.g. Solution Products
Cost Proposal Formatting Information
Cell D5).
All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES (e.g. Cost Summary
Major column and row headings in each worksheet have comments, when needed, defining the required
The description cells in the Cost Proposal worksheets should be limited to 300 words.
Dollar amounts should always be rounded to the nearest whole dollar.
We have included some formulas, however, it is the Vendor's responsibility to ensure the accuracy of all cells

Rows of appropriate data can and should be added. Columns should not be added without prior approval from
Vendor, Vendor Partner and Third Party Instructions
Where costs for products or services are referred to as Vendor, Vendor Partner or Third Party:
Vendor products or services are defined as:
Vendor owned products or services are the sole responsibility of the Vendor, are committed in the Vendor
Vendor Partner products or services are defined as:
Vendor Partner products or services are the primary responsibility of the Vendor, are committed in the Vendor proposal, and will be contracted through the Vendor. All partners providing resources, including
Third Party products and services are defined as:
Third Party products or services are not the responsibility of the Vendor, are included in the Vendor proposal
All products and services in this Cost Proposal must be clearly defined as Vendor (V), Vendor Partner (VP) or
All Vendor Partners and Third Parties must be thoroughly defined in this Cost Proposal and must be included in
The State strongly prefers to have very few, if any, Third Party products or services!
Brief Cost Proposal Worksheet Descriptions
Cost Proposal Narrative - a brief narrative (not longer than two pages) in support of each Cost Proposal item.
Cost Summary - A phase-by-phase summary of all costs required to fully execute the proposed scope of services and fully maintain and support products for 6 months following the final implementation. The implementation
Cost Proposal Assumptions - A full description of any assumptions that are not specific to a Cost Proposal
Payment Schedule - A month-by-month schedule of payment triggers and payment amounts based on the proposed project plan in Attachment F5. NOTE: One of the first implementation related payment triggers must
Implementation Services - A full description of each cost item in the Implementation Services section of the Cost
Other Implementation Services and Products - A full description of each cost item in the Other Implementation
Implementation Maintenance Services and Products - A full description of each cost item in the Implementation
Post-Implementation Maintenance Services - A full description of each cost item in the Post-Implementation
Other Post-Implementation Services and Products - A full description of each cost item in the Other Post-

Cost Proposal Narrative

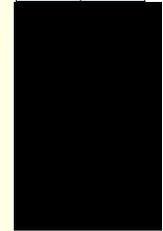


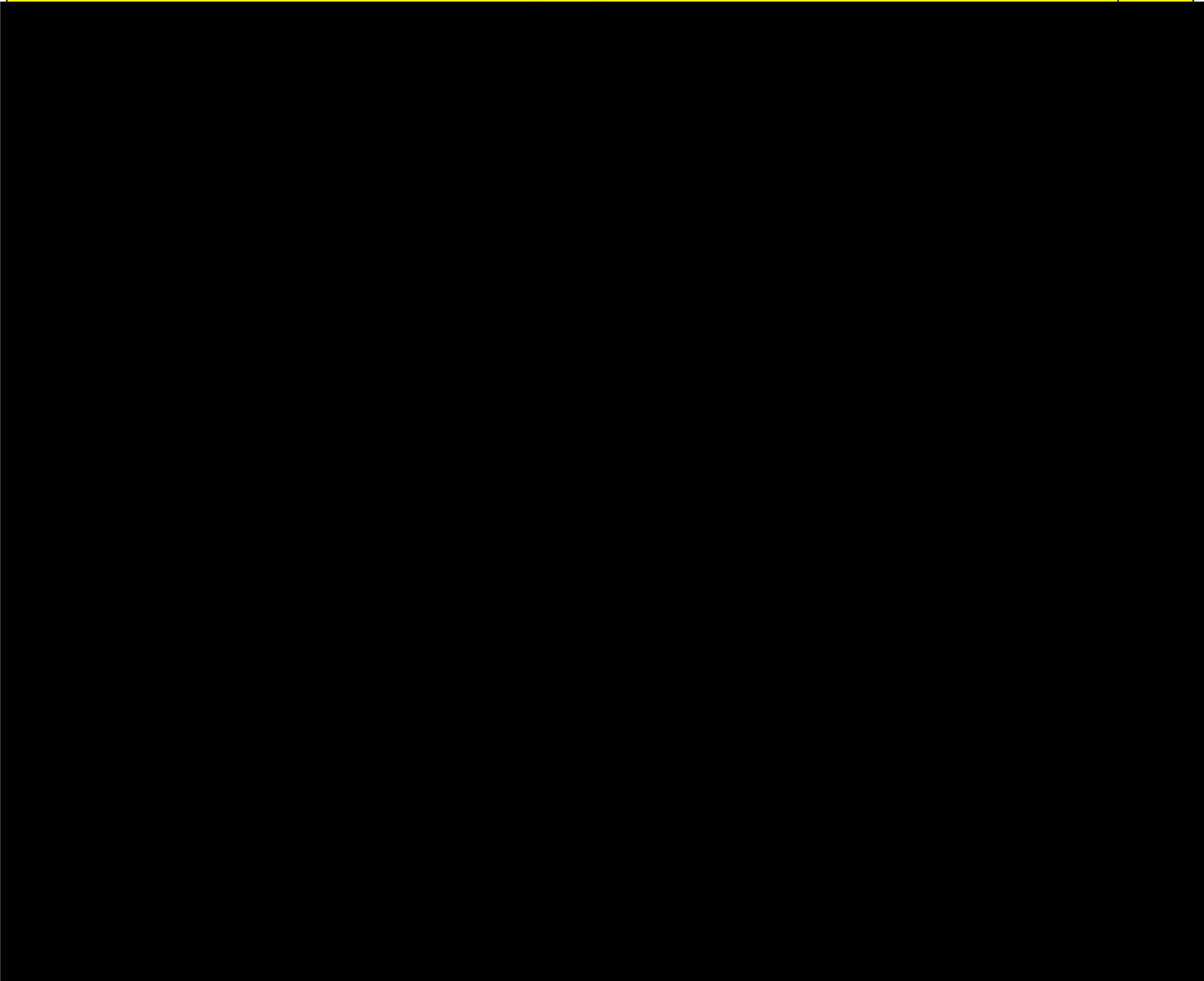
ONE-TIME IMPLEMENTATION SERVICES AND PRODUCTS				Vendor, Vendor Partner, Third Party	Cost Summary ID	TOTAL	Plan and Initiate	Adopt	Adapt	Validate	Deploy
Timeline (Beginning - Ending Months)							1-4	5-7	8-11	12-17	18
1. Implementation Services											
Project Management				V	CS - 1						
Change Management				V/VP	CS - 2						
Solution Configuration				V/VP	CS - 3						
Reports, Extensions, Forms, Workflows				V/VP	CS - 4						
Data Conversion				V/VP	CS - 5						
Data Archival					CS - 6						
Application Interfaces				V/VP	CS - 7						
Business Training				V/VP	CS - 8						
Technical Training				V/VP	CS - 9						
Solution Installation And Tuning				V/VP	CS - 10						
Testing				V/VP	CS - 11						
Cutover / Go-Live				V/VP	CS - 12						
(Example) Other Implementation Services				VP	CS - 13						
(Example) Other Implementation Services				V	CS - 14						
SUBTOTAL					CS - 15						
Note: The costs above include total billings per Implementation Service per Phase without holdback removed.											
2. Other Implementation Services and Products											
(Example) Service 1				V	CS - 16						
(Example) Product 1				V	CS - 17						
SUBTOTAL					CS - 18						
3. Optional Implementation Services											
OCM Training Consultant				V	CS - 19						
OCM Change Management/Readiness Consultant				V	CS - 19.1						
Advisory Support Coverage				V	CS - 19.2						
PeopleSoft Upgrade Toolkit (no charge)				V	CS - 20						
SUBTOTAL					CS - 21						
					(not included in row 32)						
ONE-TIME IMPLEMENTATION SERVICES AND PRODUCTS					CS - 22						
POST-IMPLEMENTATION SERVICES AND PRODUCTS											
Timeline (Beginning - Ending Months)							1-4	5-7	8-11	12-17	18
4. Post-Implementation Maintenance Services											
Post-Implementation Maintenance Services				V/VP	CS - 23						
Post-Implementation Maintenance Products				TP	CS - 24						
SUBTOTAL					CS - 25						
Note: Refer to Cost Assumption CPA-58 for explanation of Post-Implementation Support Costs											
5. Other Post-Implementation Services and Products											
(Example) Other Required Recurring Product				TP	CS - 26						
(Example) Other Required Recurring Service				VP	CS - 27						
SUBTOTAL					CS - 28						
RECURRING PRODUCTS AND SERVICES TOTALS					CS - 29						
ONE-TIME AND RECURRING TOTALS					CS - 30						

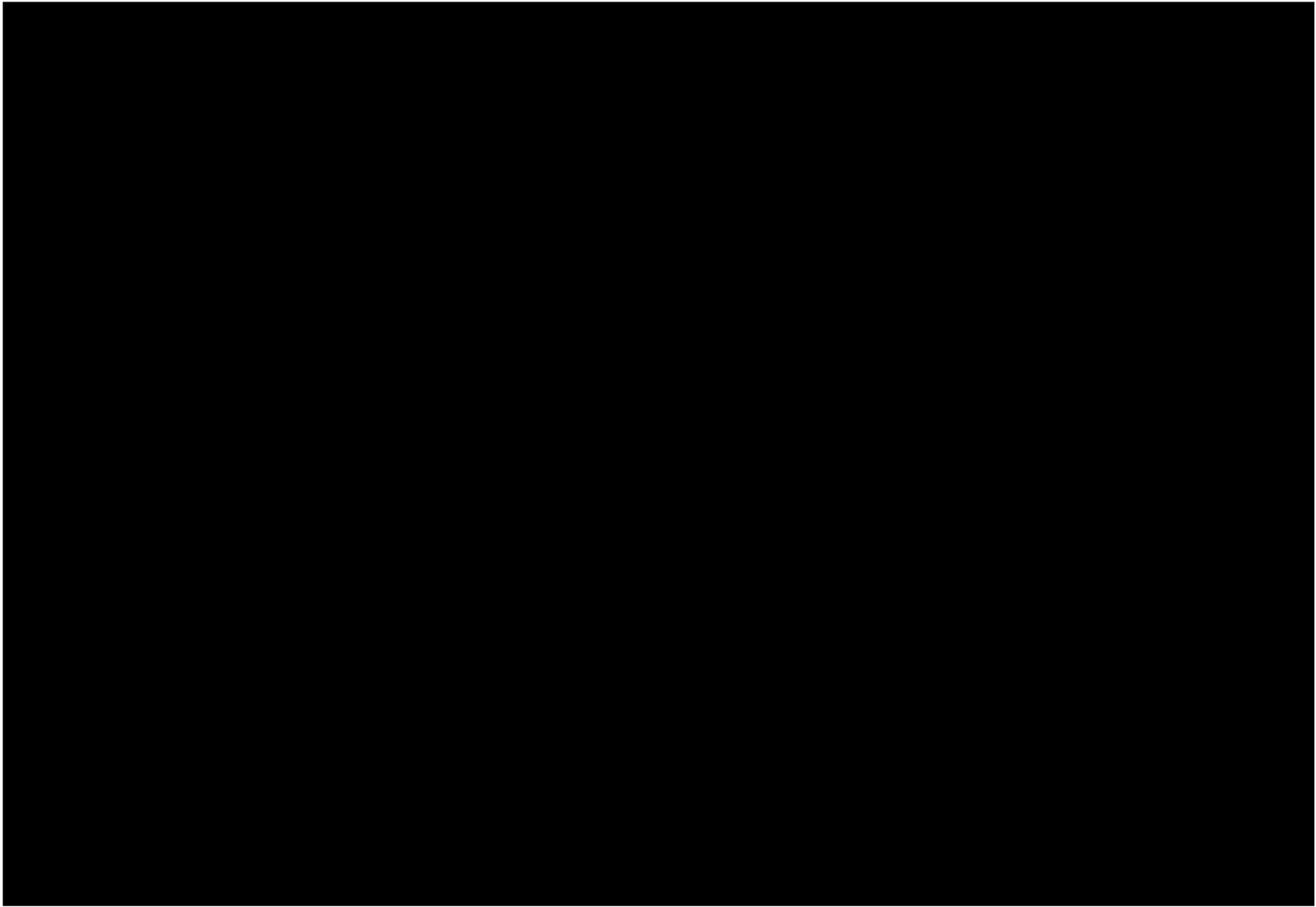
Post-Project	Post-Project	Advisory Support
3 months	3 months	6 months

Post-Project	Post-Project
3 months	3 months

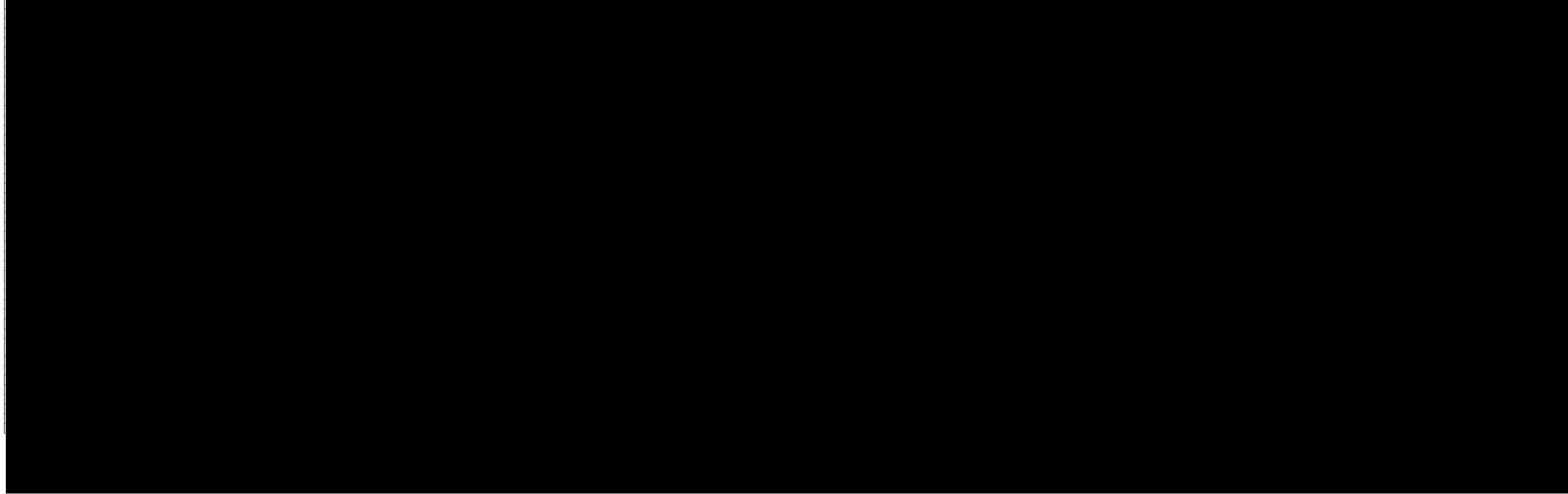
TOTAL BID AMOUNT



Assumption Description	ID
	



ID	Payment Trigger	Description	Phase #	Project Plan Task # or ID	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
					Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount									



Cost Summary ID	Cost Summary Item	Descriptions	ID
CS - 1	Project Management		SP - 1
CS - 2	Change Management		SP - 2
CS - 3	Solution Configuration		SP - 3
CS - 4	Solution Customizations		SP - 4
CS - 5	Data Conversion		SP - 5
CS - 7	Application Interfaces		SP - 6
CS - 8	Business Training		SP - 7
CS - 9	Technical Training		SP - 8
CS - 10	Solution Installation And Tuning		SP - 9
CS - 11	Testing		SP - 10
CS - 12	Cutover / Go-Live		SP - 11

Cost Summary ID	Cost Summary Item	Descriptions	ID
			OISP - 1
			OISP - 2
			OISP - 3
			OISP - 4
			OISP - 5
			OISP - 6
			OISP - 7
			OISP - 8
			OISP - 9
			OISP - 10

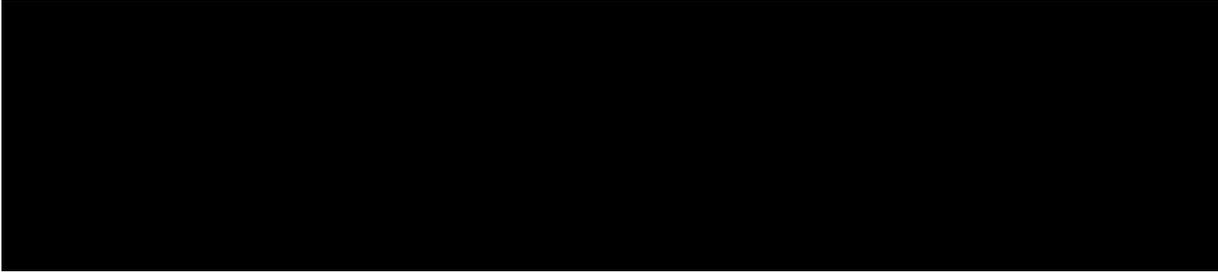
Cost Summary ID	Cost Summary Item	Descriptions	ID
			IMSP - 1
			IMSP - 2
			IMSP - 3
			IMSP - 4
			IMSP - 5
			IMSP - 6
			IMSP - 7
			IMSP - 8
			IMSP - 9
			IMSP - 10
			IMSP - 11
			IMSP - 12
			IMSP - 13
			IMSP - 14
			IMSP - 15
			IMSP - 16
			IMSP - 17
			IMSP - 18
			IMSP - 19
			IMSP - 20

Cost Summary ID	Cost Summary Item	Descriptions	ID
CS - 23	Post-Implementation Maintenance Services	Post Go-Live Support activities	PIMSP- 1
			PIMSP- 2
			PIMSP- 3
			PIMSP- 4
			PIMSP- 5
			PIMSP- 6
			PIMSP- 7
			PIMSP- 8
			PIMSP- 9
			PIMSP- 10
			PIMSP- 11
			PIMSP- 12
			PIMSP- 13
			PIMSP- 14
			PIMSP- 15
			PIMSP- 16
			PIMSP- 17
			PIMSP- 18
			PIMSP- 19
			PIMSP- 20

Cost Summary ID	Cost Summary Item	Descriptions	ID
			OPISP - 1
			OPISP - 2
			OPISP - 3
			OPISP - 4
			OPISP - 5
			OPISP - 6
			OPISP - 7
			OPISP - 8
			OPISP - 9
			OPISP - 10
			OPISP - 11
			OPISP - 12
			OPISP - 13
			OPISP - 14
			OPISP - 15
			OPISP - 16
			OPISP - 17
			OPISP - 18
			OPISP - 19
			OPISP - 20

Descriptions	Year 1	Year 2	Year 3	Year 4	Year 5	ID
						BEN - 1
						BEN - 2
						BEN - 3
						BEN - 4
						BEN - 5
						BEN - 6
						BEN - 7
						BEN - 8
						BEN - 9
						BEN - 10
						BEN - 11
						BEN - 12
						BEN - 13
						BEN - 14
						BEN - 15
						BEN - 16
						BEN - 17
						BEN - 18

BAFO Cost Proposal Changes Summary



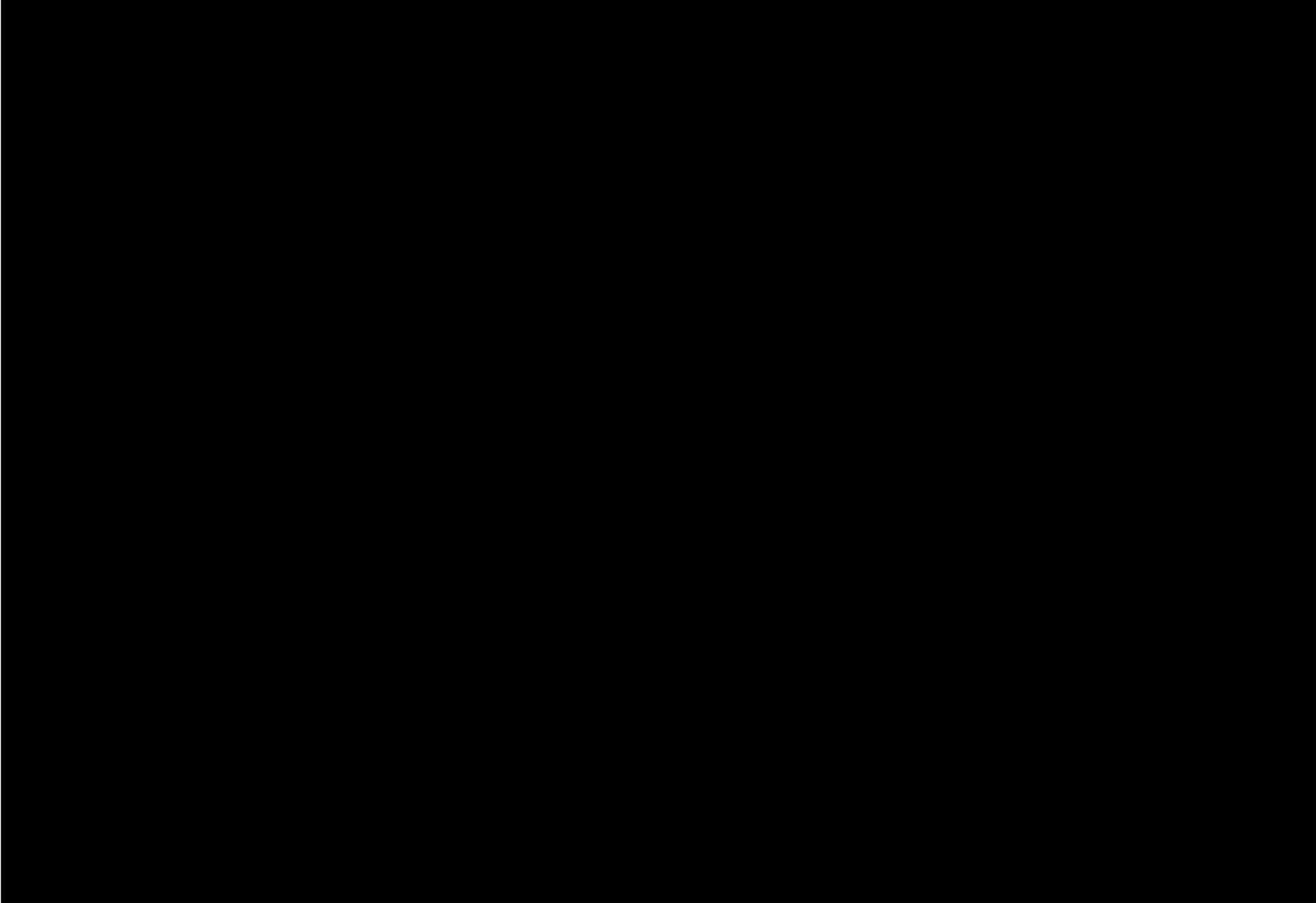
Explanation of Changes:



Attachment F6

Estimated Vendor Implementation Staffing Levels

Category	BAFO Hours	Original Hours	Delta Hours	Comment
----------	------------	----------------	-------------	---------



Category Summary	BAFO Hours	Original Hours	Delta Hours	% of Increase/Decrease in Hours
[Redacted Content]				

State of Indiana
RFP 19-105
HCM – Payroll Modernization

ATTACHMENT E - BUSINESS PROPOSAL

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

2.3.1 General - Please introduce or summarize any information the Respondent deems relevant or important to the State’s successful acquisition of the products and/or services requested in this RFP.

We commend Indiana for pursuing this modernization effort. Indiana is embarking on a once in a generation transformation. The State Human Resource and Payroll systems must be more accurate and robust. We understand your current systems are nearing end of life and support and you need your new solution to be sustainable as well as nimble to easily address legislative changes. Indiana needs a system that remains current over time and facilitates continuous improvement.

It is also clear you recognize that this business transformation project creates a series of major opportunities—transforming the HR and Payroll processes throughout state government to support the most efficient, effective implementation of the PeopleSoft HCM solution. The opportunity to free up significant time and talent of your staff, the opportunity to redirect that time and talent to offer much greater support to directly assist your citizen-facing departments, and the opportunity to have those departments in turn offer much more effective, personalized services to your citizens. The Auditor of State, State Personnel Department, and Indiana Office of Technology have outlined an entity-wide approach with representatives from all branches of government. You have taken all the right steps to launch this project and Accenture would be proud to be part of your team to help you achieve success. We bring state government experience, deep PeopleSoft experience, Indianapolis-based resources, and thought leadership to support the Indiana in achieving this goal.

Accenture helps government clients move from a mission of ‘control’ to one of ‘adding value.’ These clients shift from managing transaction processing and compliance (while still handling those things) to using their time and talent to assist in activities to better support the State’s operations through planning, analysis, and evaluation. Control and compliance remain important management functions. The goal is not to eliminate these functions, but rather streamline and automate where possible to free human resources for more value-added tasks.

This provides the opportunity for the State to transform its HCM operations, achieving your goals and objectives, while leaving inefficiencies behind as you move into the future.

State Government ERP Experience

Accenture's Health & Public Service (H&PS) operating group combines our ERP capabilities, expertise, and research-based insights to support public service and health care organizations. We help our clients become more efficient, transparent, accessible, and responsive in providing services to citizens through ERP transformations. Our H&PS operating group delivers services in 37 countries. The group's service offerings and research-based insights are designed to help clients deliver better social, economic, and health outcomes to the people they serve.

Public Sector ERP Stats and Facts

- **NEARLY 30 YEARS** of ERP experience collaborating with numerous public sector organizations
- **Prime system integrator for 14 STATEWIDE PeopleSoft implementations**
- **5,400+** ERP projects globally
- **98,000 ERP-specialized professionals worldwide**

Accenture is dedicated to the ERP industry and the public sector ERP market, and to establishing a business relationship to help the State realize the value of this strategic initiative. Implementing ERP for state government and the public sector has been—and continues to be—a core business for Accenture.

As shown in Figure E-1, Accenture has been the prime contractor in 14 statewide PeopleSoft implementations. Of those 14 implementations, 11 include HR and Payroll modules. In the State of Connecticut, we moved Connecticut payroll from a GEAC system to PeopleSoft and have assisted Connecticut in continuing to upgrade and maintain that system since, most recently to 9.2. In addition, Accenture has implemented or is in the process of implementing PeopleSoft 9.2 for Finance or HCM for the states of California, Texas, Wisconsin, Ohio, Virginia, and Florida, as well as Miami-Dade County.

State	Tech	SOLUTION				SERVICES			Implemented or Upgraded Peoplesoft 9.2 HCM or Payroll
		HR	Payroll	FIN	SCM	SI	App. Support	Infra. Support	
California	PeopleSoft			●	●	●	●	●	
Connecticut	PeopleSoft	●	●	●	●	●			●
Delaware	PeopleSoft	●	●			●			
Florida	PeopleSoft			●		●	●	●	
Georgia	PeopleSoft			●	●	●			
Kansas	PeopleSoft	●	●	●	●	●			
Massachusetts	PeopleSoft	●	●			●			
Minnesota	PeopleSoft	●	●			●			
Montana	PeopleSoft	●	●	●	●	●			
New York	PeopleSoft	●	●	●	●	●			
Ohio	PeopleSoft	●	●	●	●	●	●	●	
Texas	PeopleSoft	●	●	●	●	●	●	●	●
Virginia	PeopleSoft	●	●	●	●	●	●		●
Wisconsin	PeopleSoft	●	●	●	●	●			●

IN HCM RFP 19.0018b

Figure E-1. Accenture brings state government ERP implementation knowledge, experience, and PeopleSoft skills to deliver transformative outcomes.

Through this experience, we understand the unique challenges that states face and have a verifiable track record of working with departments and agencies to overcome those challenges. We do so through the knowledge of former government officials and our vast experience of implementing ERP in state government. By being the **prime System Integrator**, rather than serving in a subcontractor or advisory role in these implementations, we hold and take seriously our accountability for the success of these projects.

Relevant Experience with Oracle

Accenture and Oracle share a strategic alliance with a strong and long history of collaboration that fuels our ability to collaborate and deliver innovation to our clients. Accenture is a “Diamond” Oracle partner with more than 54,000 Oracle skilled professionals and we have been named the #1 Oracle systems integrator globally for 12 years in a row. Our experience with Oracle and the capabilities we bring as a team make us the leader in implementing Oracle, as shown in Figure E-2.

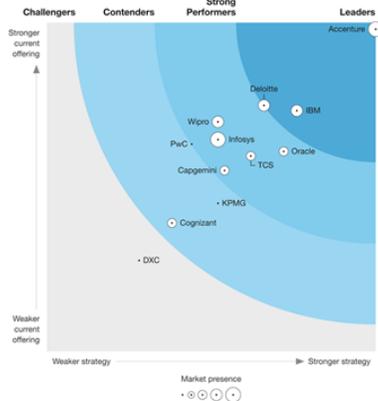
#1 Oracle systems integrator globally for 12 years in a row.

 **Accenture is Oracle's first “Diamond partner”**

IN HCM RFP 19.0083

ACCENTURE IS A LEADER AMONG ORACLE APPLICATION SERVICES PROVIDERS

The Forrester Wave™: Services Providers For Next-Generation Oracle Applications, Q4 2018



Accenture is one of the largest Oracle partners and is very invested in the new.

"Accenture has a dedicated Oracle Business Group that works closely with other groups such as strategy and consulting. It serves end-to-end customer needs from cloud strategy to intelligent automation.

Across virtually all Oracle cloud apps, Accenture has a leading number of certified resources and client engagements....Accenture's reference customers praise its ability to integrate seamlessly with customer teams.

Accenture has made major investments in accelerators and platforms to help clients innovate faster and become intelligence-driven. Specifically, its platform for Oracle houses hundreds of millions of dollars' worth of research and IP to speed up projects and bring best practices to engagements. Accenture has also pioneered commercial models, such as bundling new and existing licenses with services for simpler pricing that aligns with outcomes.

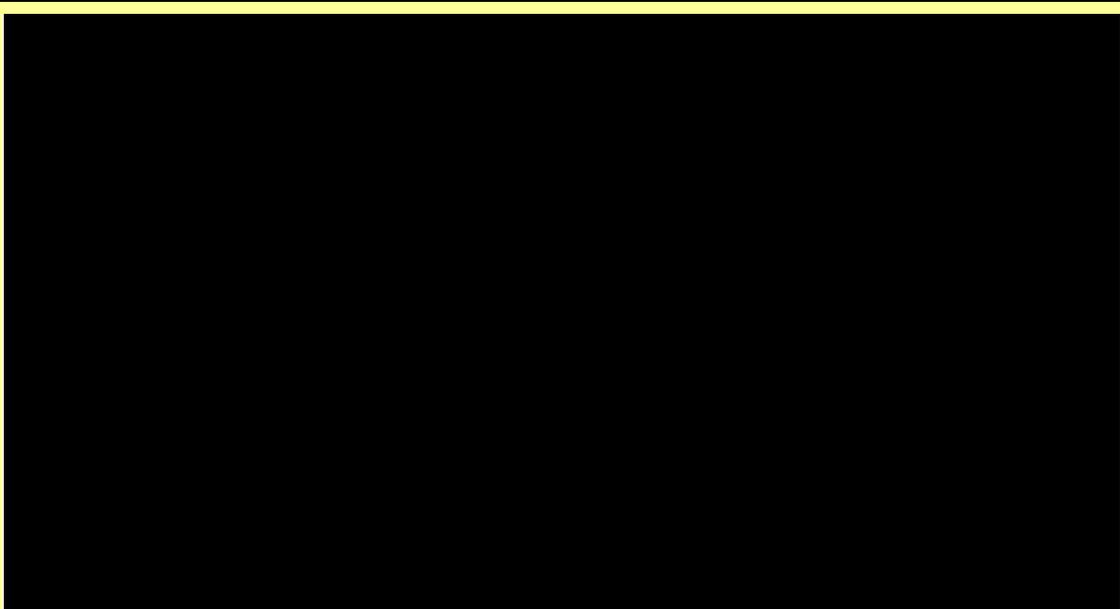
Accenture is well suited to those with the biggest and boldest Oracle deployments."

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IN HCM RFP 19.0084

Figure E-2. Accenture has the vision, strategy, offering, and ability to execute for Indiana.

[Redacted content]



Dedication to Indiana

Accenture has a long history of supporting clients in Indiana’s public sector and private sector, and have a strong dedication to the State. We have more than 120 employees based in our Indianapolis office and we are invested in Indiana’s economy and community. Our employees are good corporate citizens, contributing to the community in many ways and providing significant support to Indiana charities. They work each day to make Indiana a better place for citizens to live and work.

Accenture has worked on many recent engagements with Indiana-based clients, ranging from university health systems to pharmaceutical companies, to nonprofits, health payers, industrial firms, the State of Indiana, and more. We recently completed the business process redesign and development of the IT roadmap for the modernization of the legacy STARS system for the Indiana Bureau of Motor Vehicles (BMV). Accenture has been serving the State of Indiana for more than 30 years and has people and resources focused on the improvement of our communities and the State. This ongoing commitment to Indiana is more fully outlined in Section 2.3.12 Experience Serving State Governments.



[Redacted text block containing multiple paragraphs of obscured content]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Conclusion

With this project Indiana has the opportunity to modernize its technology ensuring the continued accuracy and reliability of payroll. You intend to do so in a way that allows for maintenance and continuous improvement of the technology into the future. Beyond that you have articulated a goal to transform human resource and payroll business processes making these functions more efficient and effective. Accenture and the project team we have proposed are uniquely suited to help make you successful. Accenture combines deep PeopleSoft experience, a dedicated public sector team with former government officials, and local Indiana employees and subcontractors that can make you successful. We hope you give us that opportunity.

2.3.2 Respondent’s Company Structure - Please include in this section the legal form of the Respondent’s business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

Business Organization

The legal form of Accenture’s business organization is Accenture LLP, a wholly owned subsidiary of Accenture plc, a publicly held company incorporated in Ireland. Accenture LLP, a limited liability partnership formed under the laws of the State of Illinois, is responsible for all work we perform in the United States. We provide our Illinois certificate of authority in Figure E-4.

File Number 000-622



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ACCENTURE LLP, HAVING FILED A STATEMENT OF QUALIFICATION IN THE STATE OF ILLINOIS ON OCTOBER 23, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM PARTNERSHIP ACT (1997) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY PARTNERSHIP IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT.



Authentication #: 1909301278
Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of APRIL A.D. 2019 .

Jesse White

SECRETARY OF STATE

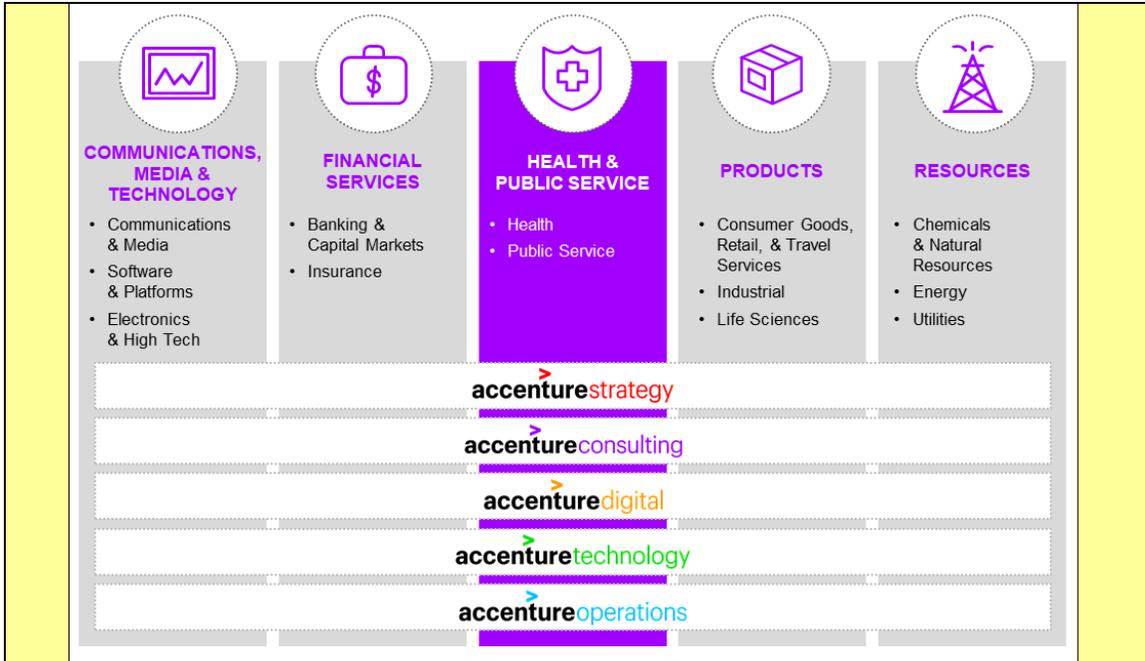
IN HCM 19.0030

Figure E-4. Accenture's Certificate of Authority from the State of Illinois.

Business Ventures

Accenture is a leading global professional services company, providing a broad range of offerings and solutions in strategy, consulting, digital, technology, and operations. Combining unmatched experience and specialized skills across more than 40 industries and all business functions—underpinned by the world's largest delivery network—Accenture works at the intersection of business and technology to help clients improve their performance and create sustainable value for their stakeholders. With 482,000 people serving clients in more than 120 countries, Accenture drives innovation to improve the way the world works and lives.

We have business ventures across 13 focused industry groups in 5 operating groups as shown in Figure E-5. This industry focus provides our professionals with a thorough understanding of industry evolution, business issues, and applicable technologies, enabling us to deliver innovative solutions tailored to each client.

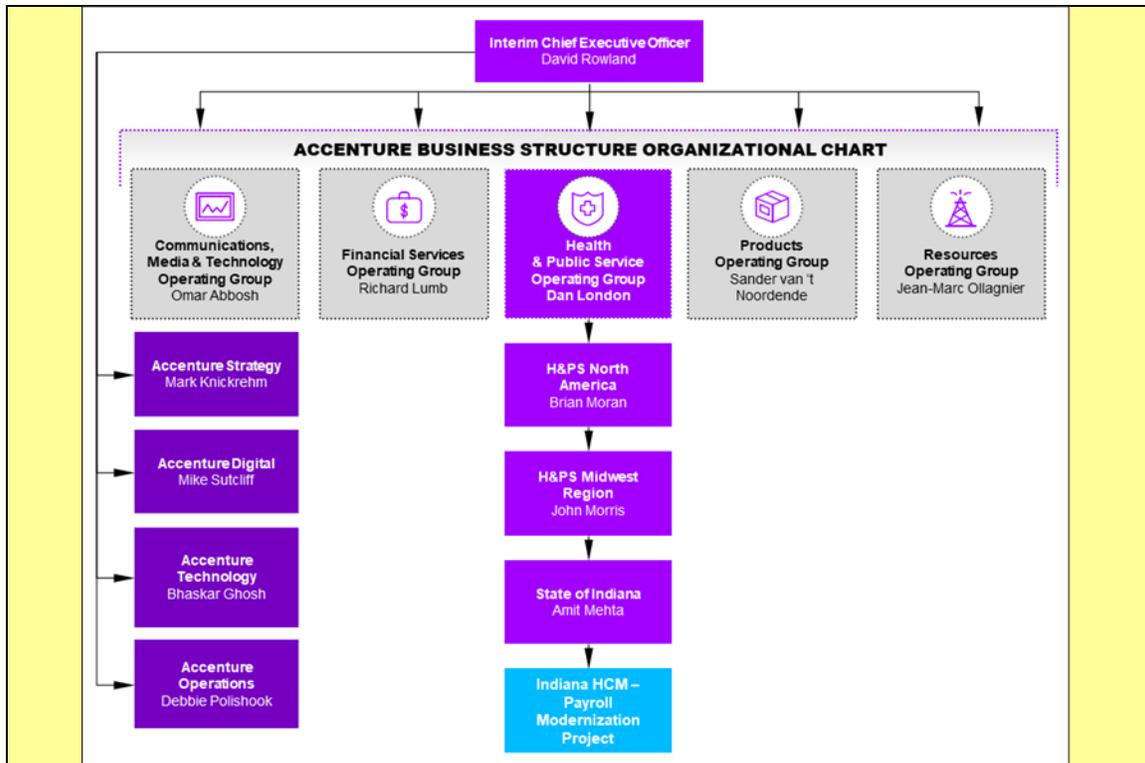


IN HCM RFP 19.0031

Figure E-5. Accenture’s Health & Public Service operating group would provide the services and solutions sought by the State of Indiana.

Chart of the Organization

Accenture operates globally with one common brand and business model—to provide clients throughout the world with the same high level of service. Accenture is organized along four areas of focus: Operating Groups, Businesses (Service Lines), Geographies, and Corporate Functions. Figure E-6 provides a chart of our organization.



IN HCM RFP 19.0032

Figure E-6. Accenture’s corporate organizational structure exemplifies our focus on helping our clients achieve high performance.

Health and Public Service (H&PS) Operating Group

Accenture’s Health & Public Service (H&PS) operating group would deliver the services requested in the RFP. Within H&PS, our Public Service industry group provides services designed to help public sector entities increase the efficiency of their operations, improve service delivery to citizens, and reduce their overall costs. We have served more than 1,000 governments and nonprofit organizations, and today work with government and public service organizations in 26 countries. In the United States, we have worked with every cabinet-level federal agency, nearly all 50 state governments (including Indiana and several of its state agencies), and numerous local governments.

H&PS combines our ERP capabilities, expertise, and research-based insights to support public service and health care organizations. This includes federal, state, and local governments; nonprofits; and higher education institutions. We help our clients become more efficient, transparent, accessible, and responsive in providing services to citizens through ERP transformations.

ERP Experience

Accenture has nearly 30 years of ERP experience in the public sector and private sector, including experience implementing, upgrading, and providing managed services for ERP systems. Accenture has collaborated with more than 300 U.S. public sector organizations on their ERP systems and we have completed more than 5,400 ERP projects around the world. We have been involved in ERP implementations with governments since the inception of ERP systems. Because this is such an important part of our business, we are

dedicated to it and invest every year in understanding the technology trends, training our people, and providing tools to support these projects so that we can help our government clients have the most successful ERP implementations. This experience enables us to help our clients avoid common pitfalls, especially for such a highly visible implementation such as this one.

2.3.3 Company Financial Information - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

As a publicly traded company (ACN:NYSE), Accenture makes available its Security Exchange Commission (SEC) filings, including annual reports, on its company website. Accenture plc's audited financial statements for the two most recently completed fiscal years (2017-2018), including income statements and balance sheets, are contained in our annual 10-K reports. Below please find links to 10-K reports for past two fiscal years, ending in August of 2017 and 2018.

- [Accenture 10K-2017](#)
- [Accenture 10K-2018](#)

In addition, copies of Accenture's 2017 and 2018 10-K reports have been included in our electronic submission.

Accenture generated net revenues of US\$41.0 billion for the fiscal year 2018. We again delivered profitable growth and gained significant market share. We have established a leadership position "in the New" encompassing digital, cloud, and security services—which accounted for about 60% of our total revenues. In addition, our very strong new bookings for the year reflect the continued demand for our differentiated services and have given us good momentum for future growth. Our year-after-year strong financial strength is one reason why we remain the service provider of choice for so many of the world's leading companies and largest government agencies. Figure E-7 highlights our fiscal year 2018 performance.

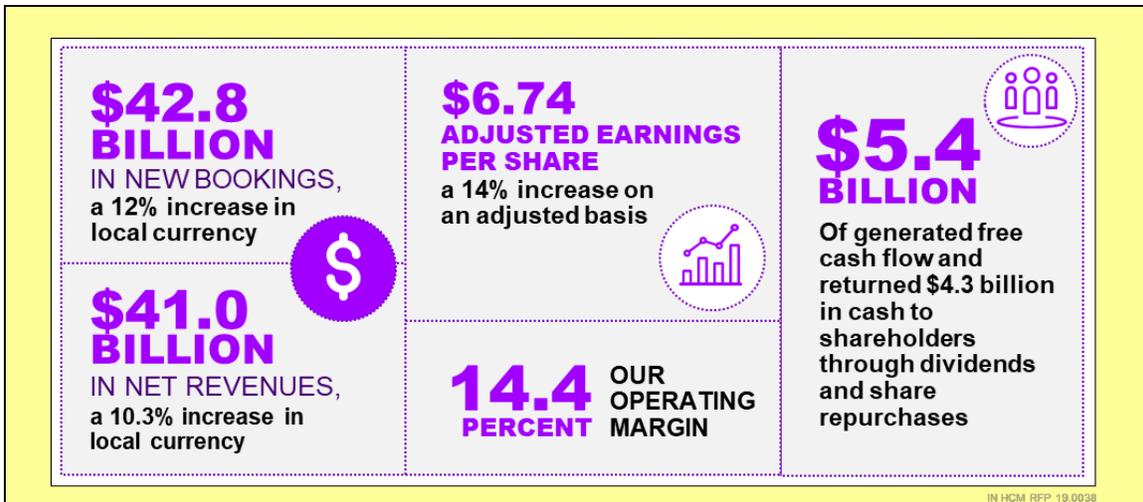


Figure E-7. Our business is stable and able to support large projects.

Our financial stability and the strict accounting and reporting compliance that comes with being a publicly traded company provides the State with peace of mind that Accenture is financially fit and capable of serving the State’s business needs now and for years to come. Industry analysts also agree that Accenture is strong and well-positioned financially. In 2011, Standard & Poor’s added Accenture’s common stock to the S&P 500 Index. We have been rated A+/Stable by S&P, A1/Stable by Moody’s, and A+/Stable by Fitch.

2.3.4 Integrity of Company Structure and Financial Reporting - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

Accenture’s interim CEO David Rowland and CFO KC McClure, as members of Accenture’s Global Leadership, attest to the thoroughness and correctness of all financial information supplied with this proposal.

Accenture assures board integrity, and the separation of audit functions and consulting services by engaging KPMG LLP, an Independent Registered Public Accounting Firm to conduct its audits. The Form 10-K filing for the fiscal year ending August 31, 2018, includes the report arising from their most recently completed audit. As described in the report, KPMG’s audit function is independent from Accenture: “Accenture plc’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Annual Report on Internal Control over Financial Reporting (Item 9A).”

2.3.5 Contract Terms/Clauses - Please provide the requested information in RFP Section 2.3.5.

Accenture accepts and agrees with all of the mandatory terms identified in this section. Regarding non-mandatory terms, Accenture has identified the sections, proposed language and explanations in Section 2.3.15 Requested Changes to Preliminary Contract Terms and Conditions.

2.3.6 References - Please identify at least four (4) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Said list of four (4) clients must be inclusive of at least two (2) clients for whom the Respondent has provided products and/or services that meet the mandatory requirements defined within Attachment P. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

Customer 1	
Legal Name of Company or Governmental Entity	State of Connecticut, Office of the State Comptroller
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Customer 2	
Legal Name of Company or Governmental Entity	State of Wisconsin, Department of Administration
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Customer 3	
Legal Name of Company or Governmental Entity	Omaha Public Schools
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	

Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Customer 4	
Legal Name of Company or Governmental Entity	Federal Bureau of Investigation
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	

A summary of the services provided for each of these clients has been included in Attachment E Business Proposal Supplement.

2.3.6.1 Does your company have any pending litigation regarding contract disputes?

Litigation involving every type of professional services firm—including consultants—has become commonplace worldwide over the last three decades. The number of such situations globally in which Accenture is involved in is minuscule in relation to its total number of clients. The ultimate outcome of any pending litigation regarding contract disputes would not have any adverse effect on Accenture's ability to provide the services described in this proposal. A listing of current material litigation can be found in Accenture's 10k filing, which Accenture has provided in Section 2.3.3 Company Financial Information. Accenture would be happy to discuss with the State any specific questions or concerns the State may have in this area.

2.3.6.2 Please list any contracts lost or terminated in the last three years and provide reasons for loss or termination, as well as contact information.

While termination is extremely uncommon, there may be circumstances where an agreement or statement of work is terminated due to a change in the client's business direction, financial positions, or management. Accenture typically enters into contracts with our clients that provide for standard mutual termination rights. Due to confidentiality restrictions, we are prohibited from disclosing further detail regarding specific client agreements and the nature of such agreements as relates to this topic.

2.3.7 Registration to do Business - Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this office may be found in Section 1.21 Procurement Division Registration, and Section

1.22 for the Secretary of State Registration, of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

Yes, Accenture is registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division.

2.3.8 Authorizing Document - Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

Amit Mehta, Managing Director, is legally authorized by Accenture to commit the organization contractually. Proof of authority can be found in Figure E-8.

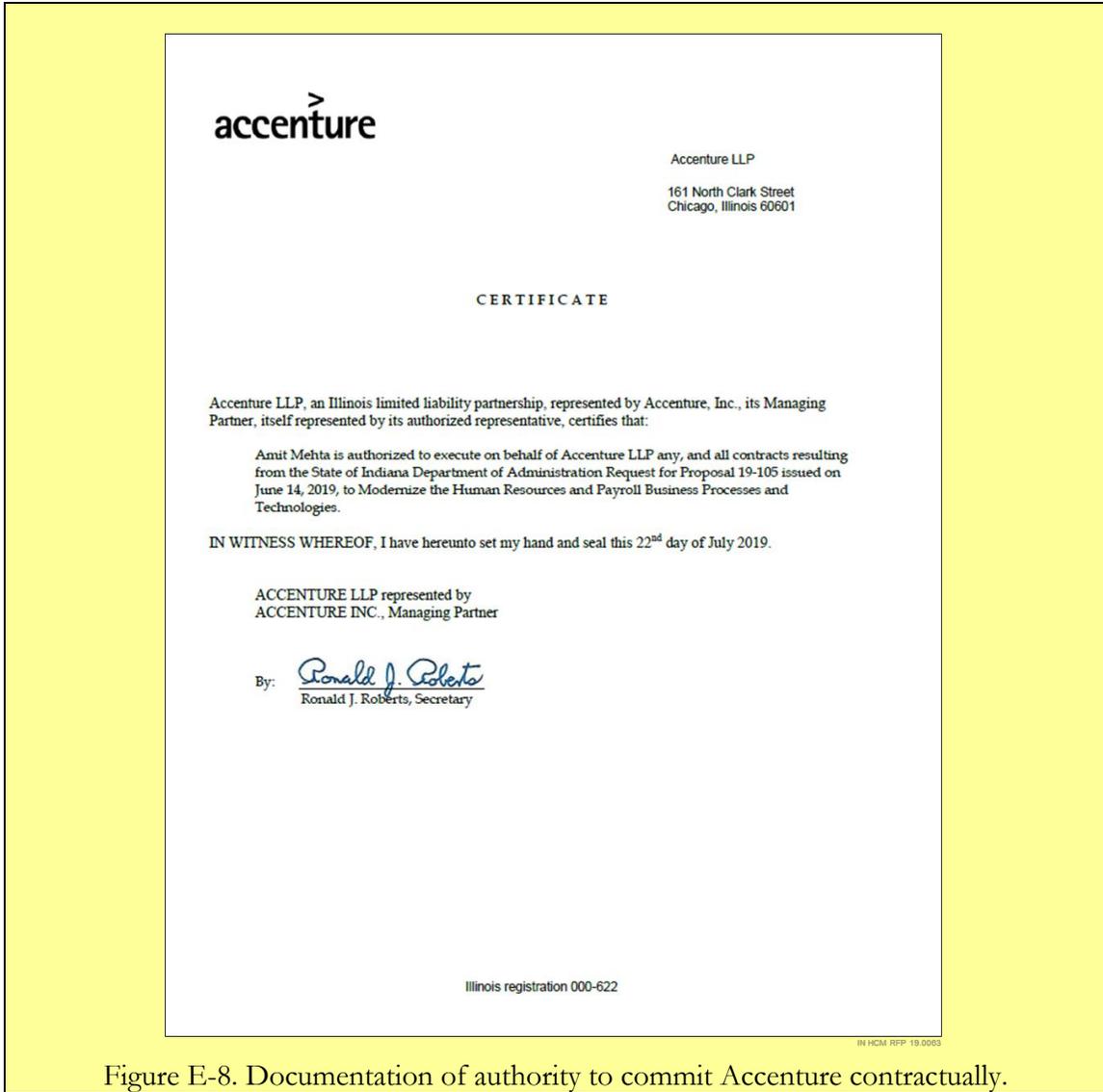


Figure E-8. Documentation of authority to commit Accenture contractually.

2.3.9 Subcontractors - The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent’s proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor’s related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State’s evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications

of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products and/or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women's Business Enterprises under IC 4-13-16.5-1. See Section 1.25 and Attachment A for Minority and Women's Business Enterprises information. Please enter your response below and indicate if any attachments are included.

Accenture would serve as the prime contractor for the HCM-Payroll Modernization Project and would be the firm that the State would contract with all services. As such, Accenture would be responsible for the performance of any obligations that may result from this RFP and would provide the single point of contact for accountability for all implementation aspects of the project. We have chosen team members to help assist with our PeopleSoft HCM and Payroll implementation and support services. We have teamed with the following subcontractors who offer a good understanding of the HCM-Payroll modernization effort and will collaboratively work with Accenture to meet the needs of the State.

- **Sondhi Solutions (MBE)** provides information technology support and staffing to over 70 clients across the Midwest and Southwest.
- **BCforward (MBE)** is the largest PMO and IT staffing company headquartered in Indiana and the largest Minority Business Enterprise (MBE) in Indiana, leveraging their resources and processes to assist in the solution of business problems and staffing needs.
- **aFit Staffing (WBE)** is committed to being an ethical, responsive, and results-driven company providing information technology services since 2014 for private sector and public sector clients (including the State of Indiana).
- **Esource Resources (IVOSB)** is a multi-discipline consulting firm specializing in IT staffing, placement, computer and software consulting, cloud storage, systems integrations, web and graphic design resources, and software licensing.

Additional information about each subcontractor, including a copy of the executed subcontract of the firms involved, can be found in Attachment E Business Proposal Supplement.

2.3.10 Evidence of Financial Responsibility - This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.29 of RFP for details.

Accenture understands and would comply with this requirement as outlined in RFP Section 1.29 Evidence of Financial Responsibility. We understand that evidence of financial responsibility, in the amount of 10% of the negotiated total contract dollar amount is required to guarantee the performance of the selected respondent prior to a fully executed contract. Accenture has the ability to provide the mandatory evidence of financial responsibility. Accenture will provide a parental guarantee as evidence of its financial responsibility if the State deems that acceptable.

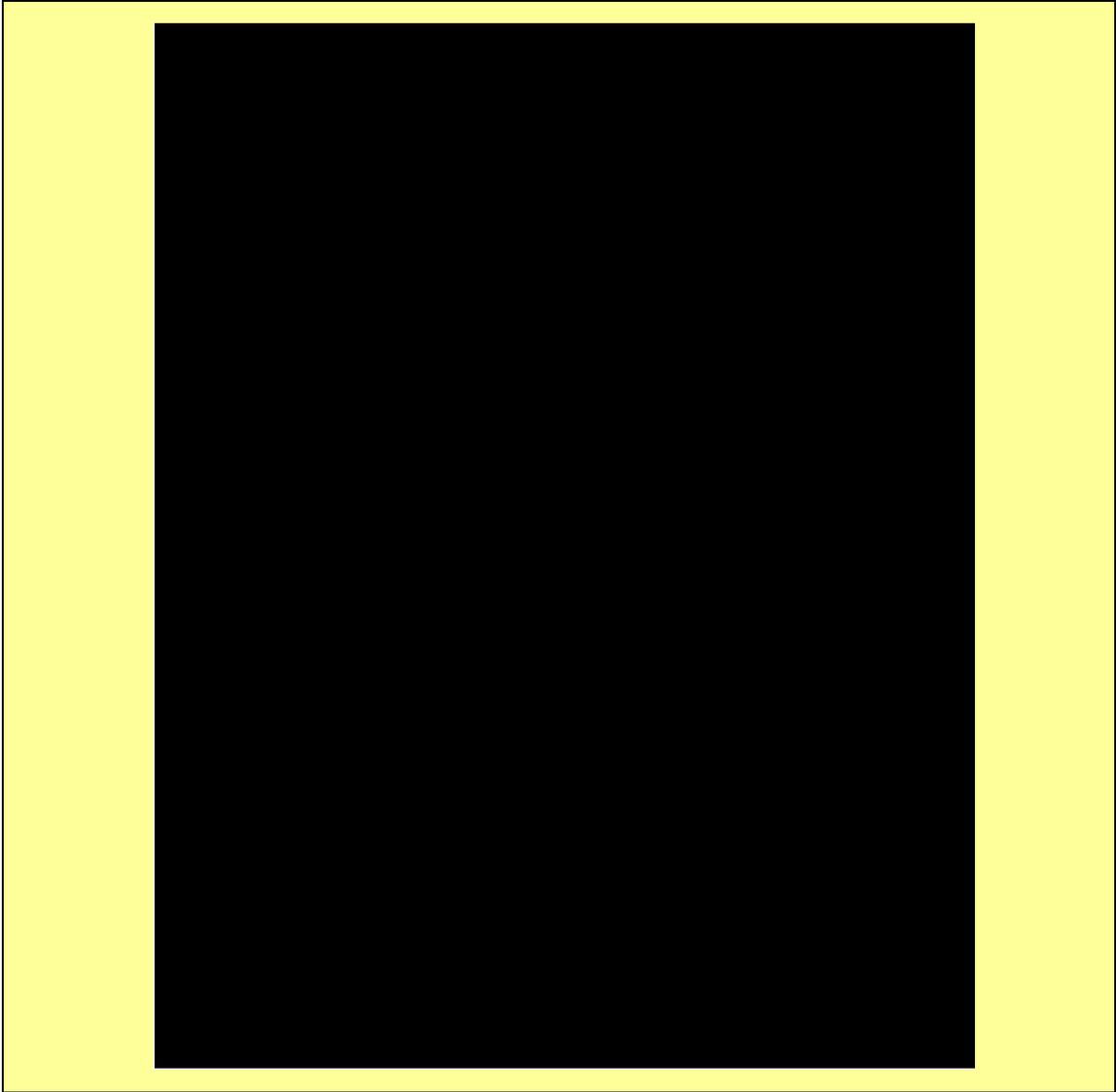
2.3.11 General Information - Each Respondent must enter your company’s general information including contact information.

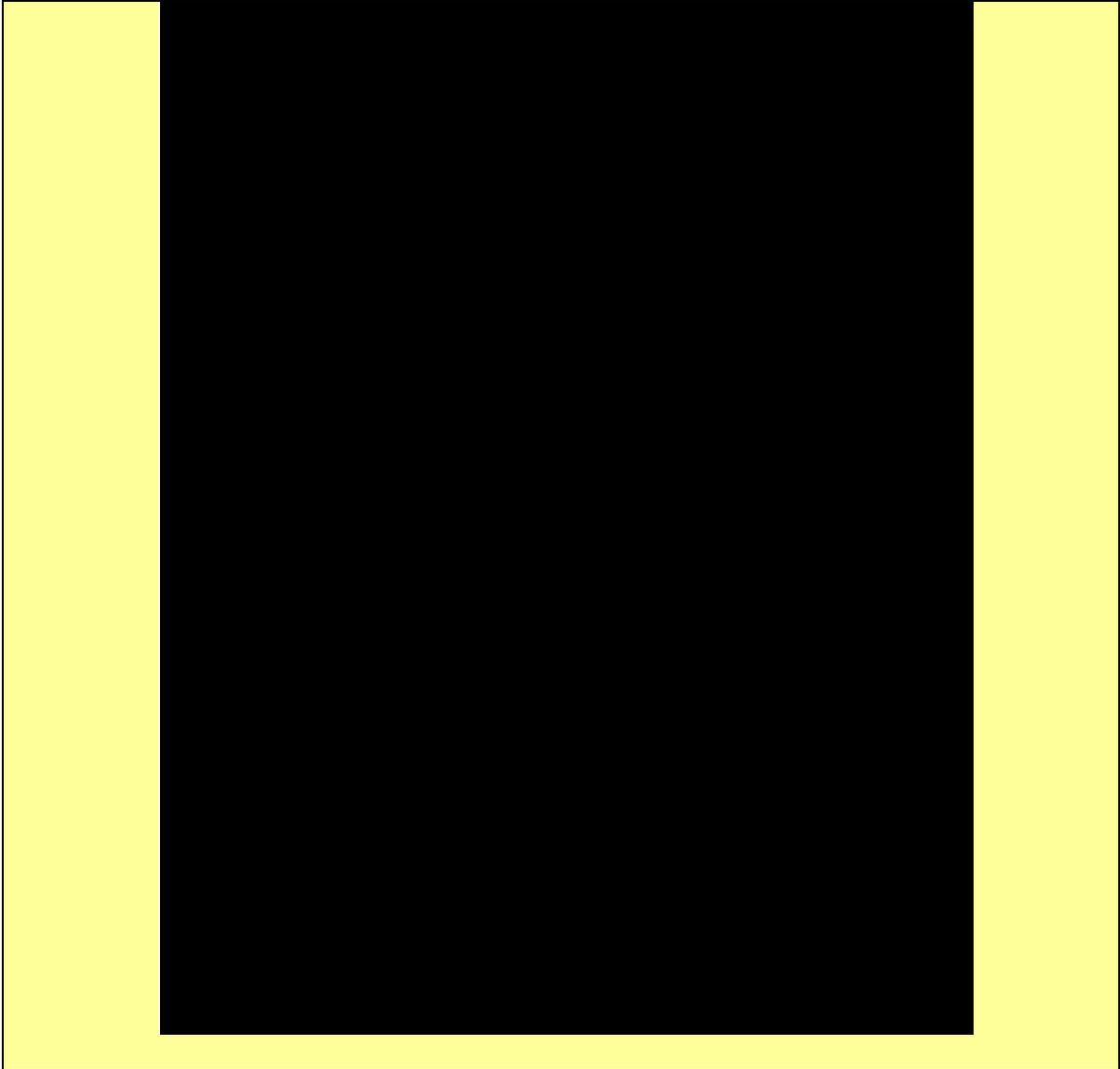
Business Information	
Legal Name of Company	Accenture LLP
Contact Name	Amit Mehta
Contact Title	Managing Director
Contact E-mail Address	amit.x.mehta@accenture.com
Company Mailing Address	55 Monument Circle, Suite 1200 B
Company City, State, Zip	Indianapolis, IN 46204
Company Telephone Number	317-267-3400
Company Fax Number	317-267-3450
Company Website Address	www.accenture.com
Federal Tax Identification Number (FTIN)	72-0542904
Number of Employees (company)	482,000 employees
Years of Experience	30 years
Number of U.S. Offices	49
Year Indiana Office Established (if applicable)	2001
Parent Company (if applicable)	Accenture plc
Revenues (\$MM, previous year)	US \$39.6 billion for fiscal 2018
Revenues (\$MM, 2 years prior)	US \$34.9 billion for fiscal 2017
% Of Revenue from Indiana customers	Less than one percent of Accenture’s Revenue comes from Indiana customers.

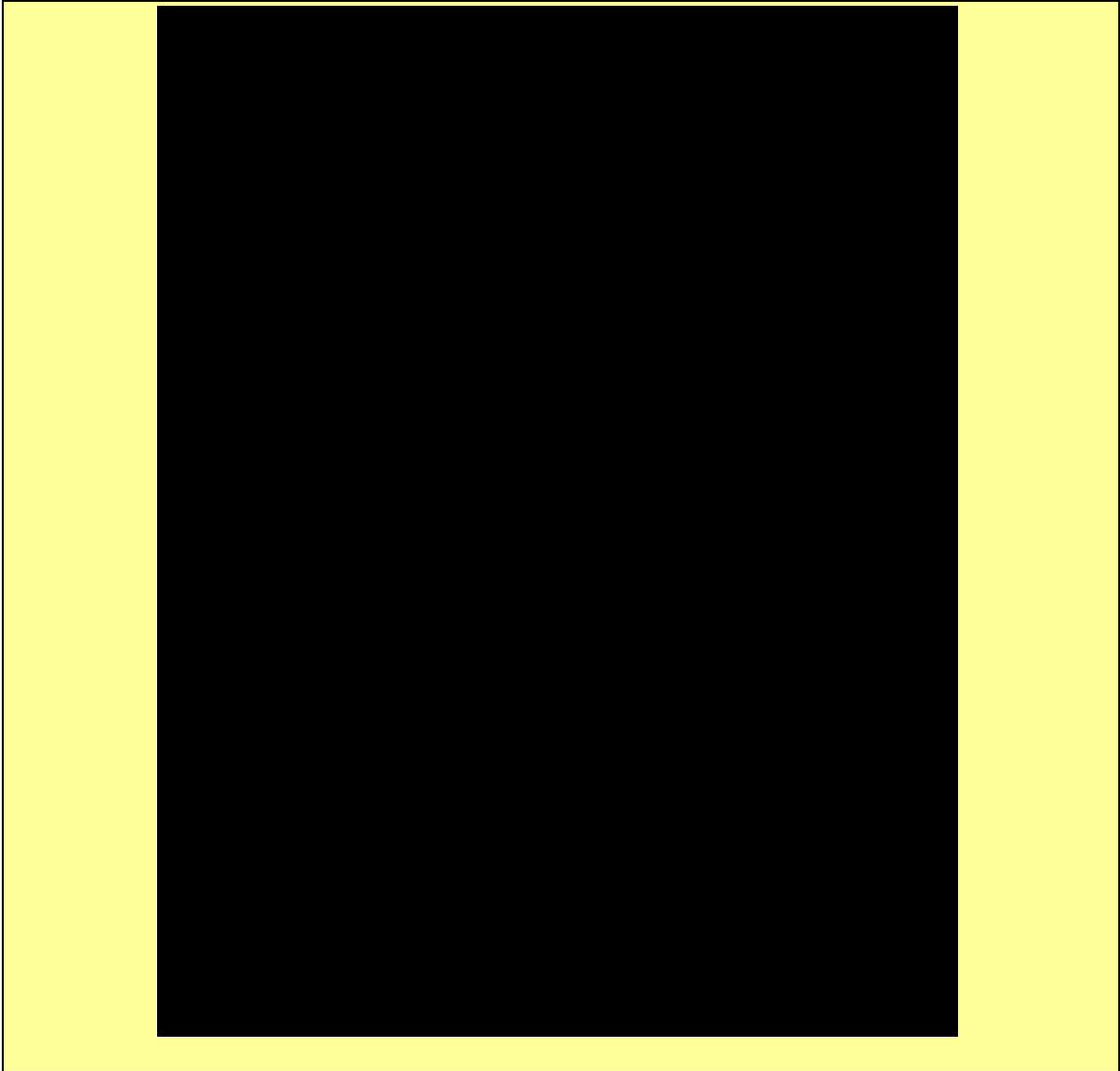
- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

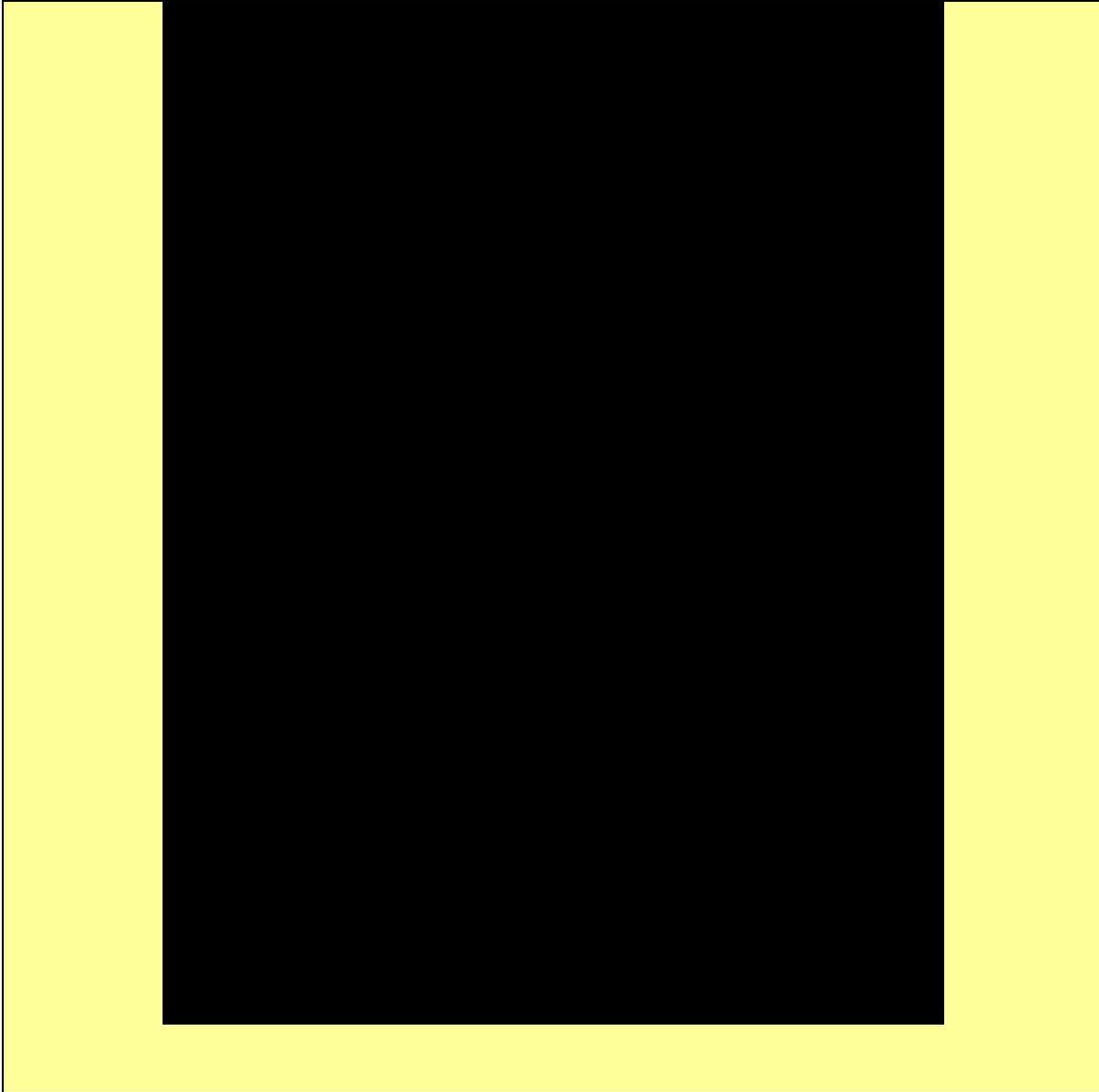
Yes. Accenture has developed thorough and proven disaster recovery and business continuation guidelines. Using the guidelines as the foundation, a disaster recovery plan would be tailored to the specific needs of—and in consultation with—the Indiana Department of Administration.

Our formal Disaster Recovery Plan can be found below.









- b. What is your company's technology and process for securing any State information that is maintained within your company?

Securing any and all client information is an essential part of the work we do. Accenture adheres to Information Technology Infrastructure Library (ITIL) practices and we bring our comprehensive Accenture Client Data Protection (CDP) program.

For our work on the HCM-Payroll Modernization Project, the CDP program would be used as the base for security controls to integrate across all services such as application, infrastructure, and personnel. The Accenture CDP is a holistic approach to analyzing, establishing, and documenting physical and logical security requirements from the State. Protecting the State's information is of utmost importance. Accenture believes it is critical to maintain the public trust in the government and the vendors with whom the government chooses to do business. We have developed a comprehensive CDP program to thoroughly define and consistently address baseline physical and logical security

controls required by the State. The Accenture CDP program maintains an ISO 27001 certification, and includes the following program elements:

- A detailed Client Data Protection Plan describing how our support staff would protect State of Indiana information to which they have access.
- Project-specific training for personnel on the content of the Client Data Protection Plan and processes prior to granting physical and logical access to the State’s resources and in-scope components.
- Staff roll-on and roll-off procedures to comply with the State’s requirements for physical and logical access.
- Periodic data inventories to confirm that State information is accounted for.
- Routine auditing for compliance by projects with their plans.
- Clearly defined incident escalation and reporting procedures.
- Close-out procedures at the conclusion of the project to document the final disposition of State information that was used during the project.

Figure E-9 depicts Accenture’s CDP model.

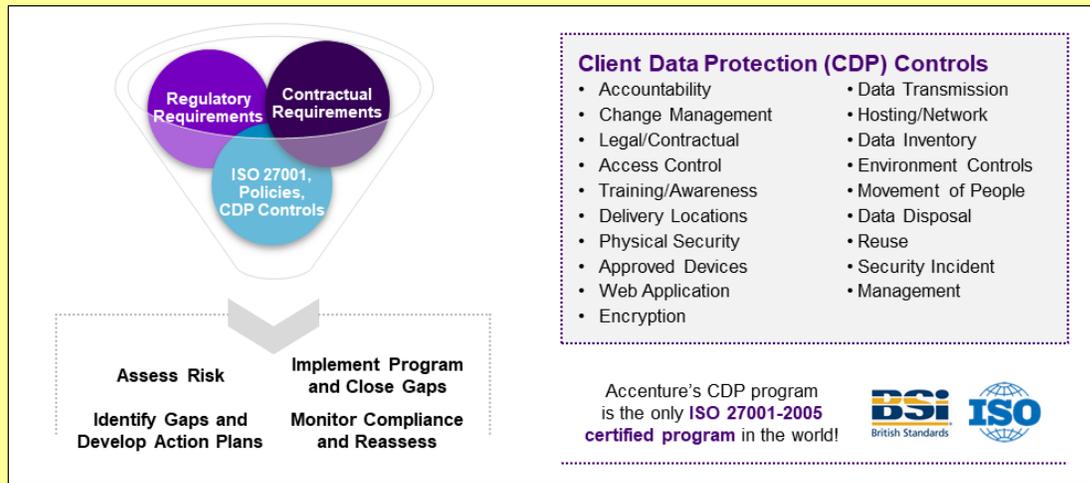


Figure E-9. Accenture Client Data Protection Program.

2.3.12 Experience Serving State Governments - Please provide a brief description of your company’s experience in serving state governments and/or quasi-governmental accounts.

Experience Serving State Governments and/or Quasi-Governmental Accounts
 Accenture’s Health & Public Service (H&PS) operating group combines Accenture's capabilities, experience, and research-based insights to support public service and health care organizations. This includes federal, state, and local governments; nonprofits; and higher education institutions. We help our clients become more efficient, transparent, accessible, and responsive in providing services to citizens.
 With close to 30,000 H&PS practitioners—including former public servants—we have

successfully tested and implemented health and public service solutions in most states within the U.S., as well as in 37 countries. As a result, we understand the unique challenges that states face and have a verifiable track record of working with departments and agencies to overcome those challenges. Figure E-10 provides a few “fast facts” about our recent accomplishments working with our U.S. public sector clients.



Figure E-10. Accenture has an unrivaled track record of working with a wide variety of government agencies in developing, integrating, and operating business transformation and system implementation projects.

A Leader in Public Sector ERP Solutions

To meet your goals, we bring our unmatched experience implementing and upgrading Oracle PeopleSoft technologies, ERP solutions, and business process capabilities. Accenture is dedicated to the ERP industry and the public sector ERP market, and to establishing a business relationship to help the State realize the value of this strategic initiative. Globally, we employ 98,000 professionals skilled and trained in all the major ERP software products, accompanied by strategic alliances with all the major ERP software companies. Implementing ERP for state government and the public sector has been—and continues to be—a core business for Accenture.

As shown in Figure E-11, Accenture has a demonstrated record of success in our 14 statewide PeopleSoft implementations. Of these 14 states, we have implemented or upgraded PeopleSoft 9.2 for HCM and Payroll in Connecticut, Texas, Virginia Department of Transportation, and Wisconsin. We have also re-implemented PeopleSoft 9.2 HCM and Payroll at Omaha Public Schools and are currently implementing PeopleSoft 9.2 HCM and Payroll at the Commonwealth of Virginia and Miami-Dade County.

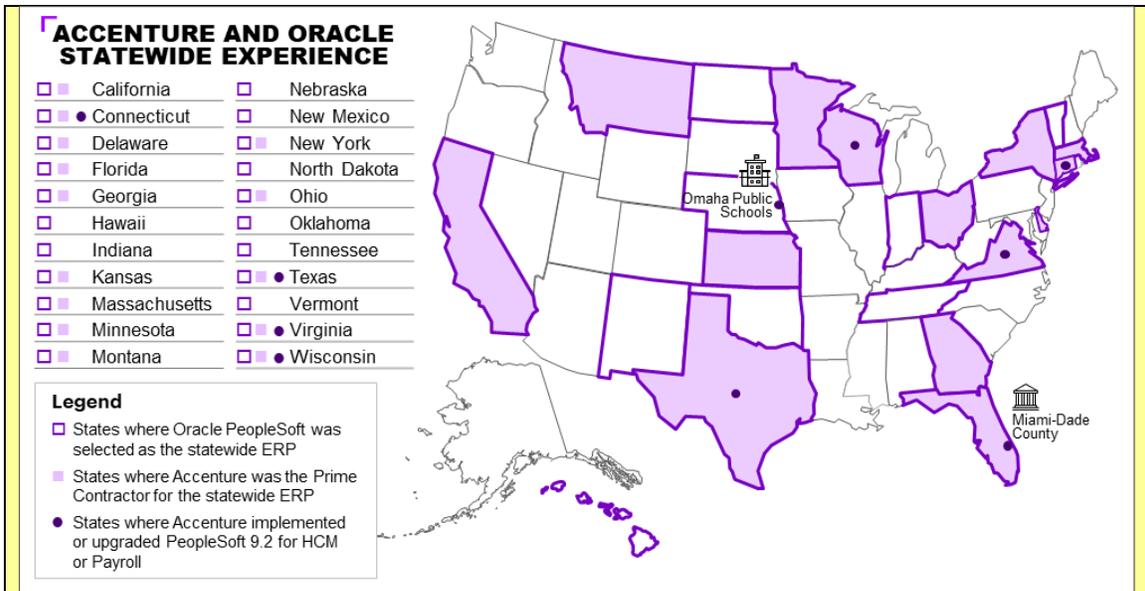


Figure E-11. Accenture brings state government ERP implementation knowledge, experience, and PeopleSoft skills to deliver transformative outcomes.

Experience in Indiana

Accenture has a strong presence in the State of Indiana. More than 120 Accenture employees work in our Indianapolis office. Accenture has worked on many recent engagements with Indiana-based clients, ranging from university health systems to pharmaceutical companies, to nonprofits, health payers, industrial firms, the State of Indiana, and more. We also recently completed the business process redesign and development of the IT roadmap for the modernization of the legacy STARS system for the Indiana Bureau of Motor Vehicles (BMV). We built in the '90s the now-legacy tax system, the Revenue Processing System (RPS), in collaboration (co-development teams) with the Indiana Department of Revenue (DOR). We also implemented one of the first online portal capabilities in the state with INTax, for businesses to file taxes online. We completed our contract in 2004 and the DOR took over maintenance of both systems. In all, Accenture has been serving the State of Indiana for more than 30 years and has people and resources focused on the improvement of our communities and the State.

Figure E-12 provides highlights of Accenture’s presence in Indiana.

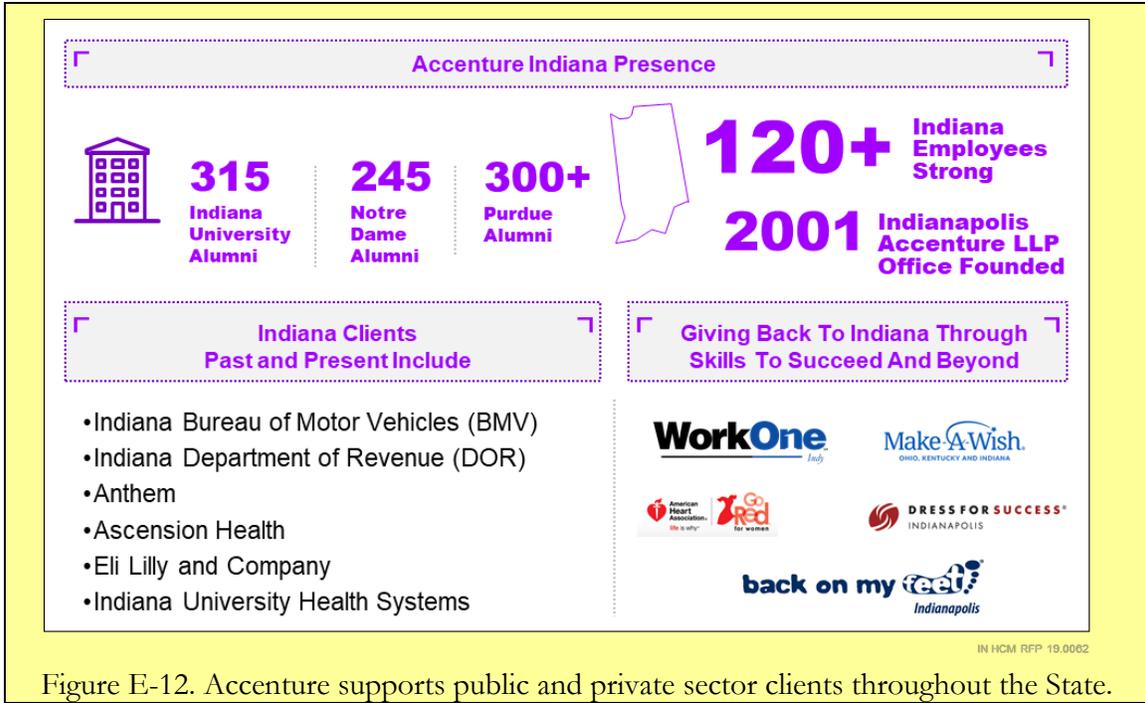


Figure E-12. Accenture supports public and private sector clients throughout the State.

2.3.13 Experience Serving Similar Clients - Please describe your company’s experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

Delivering on a modernized human resources and payroll transformation while providing operational integrations and self-service capabilities requires a solution implemented by a proven system integrator. As the State of Indiana moves to address the demands of the HCM-Payroll Modernization Project, it will benefit from a partner that is a strong innovator and operator, capable of delivering a world-class solution with certainty, at pace and at scale. We are the only vendor who can combine strategy, consulting, digital, technology, and operations to usher you through to your future-state vision and feel we are a true cultural fit with the State of Indiana...today and tomorrow.

Out of Accenture’s 14 statewide PeopleSoft implementations, 11 include HR and Payroll. Figure E-13 provides the list of these states and highlights the ERP software implemented, the functional scope of the modules implemented, and the services provided by Accenture.

State	Tech	SOLUTION				SERVICES			Implemented or Upgraded Peoplesoft 9.2 HCM or Payroll
		HR	Payroll	FIN	SCM	SI	App. Support	Infra. Support	
California	PeopleSoft			●	●	●	●	●	
Connecticut	PeopleSoft	●	●	●	●	●			●
Delaware	PeopleSoft	●	●			●			
Florida	PeopleSoft			●		●	●	●	
Georgia	PeopleSoft			●	●	●			
Kansas	PeopleSoft	●	●	●	●	●			
Massachusetts	PeopleSoft	●	●			●			
Minnesota	PeopleSoft	●	●			●			
Montana	PeopleSoft	●	●	●	●	●			
New York	PeopleSoft	●	●	●	●	●			
Ohio	PeopleSoft	●	●	●	●	●	●	●	
Texas	PeopleSoft	●	●	●	●	●	●	●	●
Virginia	PeopleSoft	●	●	●	●	●	●		●
Wisconsin	PeopleSoft	●	●	●	●	●			●

IN HCM RFP 19.0018b

Figure E-13. Accenture has been the prime contractor for 14 Oracle-based statewide ERP implementations.

Accenture has also completed 9.2 upgrades for both HCM and Payroll at the State of Texas, the Virginia Department of Transportation, and Omaha Public Schools. We are also currently implementing PeopleSoft 9.2 HCM and Payroll at the Commonwealth of Virginia and Miami-Dade County.

Most of our public sector ERP projects are of similar size and complexity to the HCM-Payroll Modernization Project. They are enterprise-wide, involve multiple departments and agencies, have complex organizational structures, include numerous interfaces and conversions, and involve a diverse workforce to be trained on the new system—both in its use and operations and maintenance.

Through this experience, we understand the unique challenges that states face and have a verifiable track record of working with departments and agencies to overcome those challenges. We do so through the knowledge of former government officials and our vast experience of implementing ERP in state government. By being the prime integration partner rather than serving in a subcontractor or advisory role in these implementations, we hold and take serious accountability for the success of the projects.

2.3.14 Indiana Preferences - Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent’s ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent’s Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by buyindianainvest@idoa.in.gov included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.

Buy Indiana

Refer to Section 2.7 for additional information.

Accenture is claiming 500.1110. Resident Vendor Preference under Buy Indiana. Below we provide an email confirmation of our Buy Indiana status.

From: Buy Indiana Economic Investment <buyindianainvest@idoa.IN.gov>
Date: July 18, 2019 at 3:54:25 PM EDT
To: "Westrick, Mindy A." <Mindy.Westrick@FaegreBD.com>, "Buy Indiana Economic Investment" <buyindianainvest@idoa.IN.gov>
Subject: RE: Qualifications for Buy Indiana

This certifies that Accenture LLP is a Buy Indiana business under category #5 (withholding).

This certification expires in one year and recertification must be sought on or before July 18, 2020.

Sincerely,

John Snethen
General Counsel
Indiana Department of Administration

From: Westrick, Mindy A. [<mailto:Mindy.Westrick@FaegreBD.com>]
Sent: Thursday, April 18, 2019 9:42 AM
To: Buy Indiana Economic Investment <buyindianainvest@idoa.IN.gov>
Subject: FW: Qualifications for Buy Indiana

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

Please consider this my formal request to renew Accenture LLP's Buy IN status. See the information from last year below.

From: Buy Indiana Economic Investment <buyindianainvest@idoa.IN.gov>
Date: February 12, 2018 at 4:59:44 PM EST
To: Buy Indiana Economic Investment <buyindianainvest@idoa.IN.gov>, "Westrick, Mindy A." <Mindy.Westrick@FaegreBD.com>
Subject: RE: Qualifications for Buy Indiana

Mindy,

I know you've been discussing this issue with IDOA's legal counsel, Tim Grogg. We have confirmed that Accenture LLP would qualify for Buy Indiana status under Illinois statute mentioned below. This email services as your confirmation and expires [2/11/2019](#).

500.1110. Resident Vendor Preference

a) *When a contract is to be awarded to the lowest responsible bidder or offeror, a resident bidder or offeror shall be allowed a preference as against a non-resident bidder or offeror from any state that gives or requires a preference to bidders or offerors from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder or offeror. Further, if only non-resident bidders or offerors are bidding, the purchasing agency is within its right to specify that Illinois labor and manufacturing locations be used as a part of the manufacturing process, if applicable. This specification may be negotiated as part of the solicitation process. [30 ILCS 500/45-10(a)]*

Thank you.
INDIANA DEPARTMENT OF ADMINISTRATION

IN HCM RFP 19.0073a

2.3.15 Requested Changes to Preliminary Contract Terms and Conditions - Please provide the contract section number for each item with requested change along with the new proposed language per Section 2.3.5 Contract Terms/Clauses of RFP 19-105.

Accenture agrees in principle with the majority of the terms and conditions proposed by the State in this RFP. The table below contains the specific terms and conditions that Accenture would like to discuss with the State and to which it takes “Exception” along with its proposed language. Accenture also assumes it will have the opportunity to negotiate discreet key terms including assumptions in the Statement of Work. We believe that you will find us to be reasonable and focused on solutions while fairly balancing risk. *Note where there is proposed language for a specific subsection, assume there are no changes to the remaining subsections. Accenture has also included a redline of Attachment B for your reference in a separate document as well.

SECTION	PROPOSED CONTRACT LANGUAGE	EXPLANATION/REASON FOR PROPOSED NEW CONTRACT LANGUAGE
7. Audits	Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, <i>et seq.</i> , and audit guidelines specified by the State.	The State as confirmed that this project will not involve federal funds and therefore Accenture deleted the second paragraph of this section as inapplicable.
13. Continuity of Services	C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract in accordance with the agreed upon transition services.	Accenture personnel records are confidential. Accenture will work with the State in the event of a transition.
28. Insurance	Insurance. A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor’s performance under this Contract: 1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and	Accenture proposes clarifying insurance coverage to align with Accenture's policies and scope of work. Accenture has attached copies of its standard insurance certs for review. Accenture’s Errors and Omission’s policy is combined with its Professional Liability policy. Waiver of subrogation is not available on Accenture’s professional liability policy. Accenture has provided copies of its insurance certificates for reference.

\$5,000,000 per occurrence and \$10,000,000 in the annual aggregate, unless additional coverage is required by the State, subject to negotiation and mutual agreement. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

4. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

5. Surety or Fidelity Bond(s) if required by statute or by the agency.

6. Professional Liability Insurance. The Contractor shall

maintain insurance to cover Contractor's liability in the performance of services under the contract for: (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and, (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e). The Contractor is required to carry the following limits:
\$10,000,000 – per claim or event and \$10,000,000 – annual aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to

	<p>operate in the state in which the policy was issued.</p> <ol style="list-style-type: none"> 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor. 3. The duty to indemnify the State under this Contract shall not be limited or expanded by the insurance required in this Contract. 4. Contractor agrees that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency. 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana, except for its Professional Liability policy. <p>C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.</p>	
<p>46. Termination for Default.</p>	<p>Termination for Default.</p> <p>A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:</p> <ol style="list-style-type: none"> 1. Correct or cure any material breach of this Contract; the time to correct or cure the 	<p>Termination should only be triggered by material non-compliance. Accenture agrees that the State is entitled to withhold amounts in dispute, but withholding should be limited to applicable services.</p>

	<p>breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;</p> <ol style="list-style-type: none"> 2. Make progress so as to endanger performance of this Contract; or 3. Materially perform any of the other provisions of this Contract. <p>B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.</p> <p>C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum in dispute.</p> <p>D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.</p>	
<p>New Limitation of Liability</p>	<p>24.1 Limitation of Liability. The sole liability of either Party to the other in relation to any and all claims in any manner related to the Agreement (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to the total fees paid or</p>	<p>Accenture proposes adding a reasonable limitation of liability. Based on the state's concerns regarding data security, we have added additional remedies in the event of data breach.</p>

payable to Accenture under the applicable SOW (or if the term of the SOW is 12 months or longer, the liability of each Party will be limited in the aggregate to the fees received under the applicable SOW during the 12 month period immediately preceding the event giving rise to the first such claim or, in respect of any such event occurring during the first 12 months of the SOW, the fees payable under the applicable SOW during the first 12 months). In no event will either Party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any: (i) consequential, indirect, incidental, special or punitive damages, or (ii) loss of profits, business, opportunity or anticipated savings (whether directly or indirectly arising). Nothing in the Agreement excludes or limits either Party's liability to the other which cannot lawfully be excluded or limited.

24.2 Direct Damages for Data

Breach. Notwithstanding anything to the contrary set forth in this Agreement, if the State incurs damages in the mutually agreed upon Data Safeguards of this Agreement, and such breach contributes to an unauthorized acquisition and/or misuse of the Client Personal Data, Accenture shall be liable on a comparative basis for the portion of those damages directly attributable to such Accenture breach subject to the Limitation of Liability above. Direct damages shall include: (a) the reasonable cost of providing legally required notice of the security breach to individuals affected by the unauthorized acquisition and/or misuse of the Client Personal Data; (b) the reasonable cost of providing legally required notice to government agencies, credit bureaus, and/or other required entities; (c) the

	<p>reasonable cost of providing individuals affected by the unauthorized acquisition and/or misuse of the Client Personal Data with credit monitoring services designed to protect against potential fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months; (d) reasonable call center support for such affected individuals for a specific period not to exceed thirty (30) calendar days; and (e) reasonable fees associated with computer forensic work required for security incident investigations.</p>	
New Data Protection	See attached Data Safeguards	Accenture has included a copy of its standard Data Safeguards for Client Data as an attachment.



DETAILS
MATTER

ATTACHMENT E BUSINESS PROPOSAL SUPPLEMENT

This document serves as a supplement to Attachment E Business Proposal Template and includes additional information for the following sections:

- 2.3.6 References
- 2.3.9 Subcontractors

2.3.6 REFERENCES

The Respondent must include a list of at least four (4) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Said list of four (4) clients must be inclusive of at least two (2) clients for whom the Respondent has provided products and/or services that meet the mandatory requirements defined within Attachment P. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

Figure ES-1 lists four clients for whom Accenture has provided products and/or services that are similar to those requested in this RFP. All our references are clients with whom we collaborated to deliver solutions that yielded significant value and performance improvements. Both the State of Connecticut and State of Wisconsin were both statewide PeopleSoft projects for **both** HCM and Payroll. The State of Wisconsin and the Omaha Public Schools projects were PeopleSoft implementations for **both** HCM and Payroll; while the State of Connecticut was an upgrade projects from PeopleSoft 9.1 to 9.2 for **both** HCM and Payroll. In addition to the statewide implementation for the State of Connecticut, Accenture implemented **both** HCM and Payroll for the University of Connecticut. For the Federal Bureau of Investigation, Accenture upgraded PeopleSoft HCM to 9.2. These projects are of similar size and/or complexity and demonstrate our capability to provide the solution and services required of the HCM-Payroll Modernization Project.

CLIENT	 NUMBER of EMPLOYEES	 GOVERNMENT	 SIMILAR SIZE, SCOPE, or COMPLEXITY	 PEOPLESOFT 9.1 or 9.2 HCM – UPGRADE and/or IMPLEMENTATION	 PEOPLESOFT 9.1 or 9.2 PAYROLL – UPGRADE and/or IMPLEMENTATION
State of Connecticut Core Financial & Administrative Computer Systems (CORE-CT)	68,000	State Government		Upgrade	Upgrade
State of Wisconsin State Transforming Agency Resources (STAR)	35,000	State Government		Implementation	Implementation
Omaha Public Schools PeopleSoft HCM & FSCM 9.2 Reimplementation and Upgrade	4,000	Public School		Reimplementation	Reimplementation
Federal Bureau of Investigation Human Resources Information Systems (HRIS/HR Source)	36,000+	Federal Government		Upgrade	

IN HCM RFP 19.0039

Figure ES-1. Our references highlight Accenture’s experience with projects of similar size, scope, or complexity.

Client 1: State of Connecticut

Accenture initially partnered with the Office of the State Comptroller (OSC) and the Office of Policy Management (OPM) on the 2003 implementation and 2005 upgrade of Connecticut’s statewide integrated PeopleSoft Financials, Procurement, Human Capital Management and, Enterprise Performance Management solution for 65+ agencies and offices. The solution, known as Core-CT, greatly reduced the number of disparate systems maintained across the state and served as a foundation for increased consistency and streamlined administrative processes across state agencies.

Accenture worked with the State of Connecticut to expand the scope of Core-CT, across several initiatives:

- **Core-CT HCM Upgrade:** The HCM and Payroll upgrade from PeopleSoft 9.1 to 9.2 was completed in October 2015, leveraging the Accenture Upgrade Lab. The HCM system supports executive branch agencies, the Judicial branch, the General Assembly, and state institutions of higher education. The Core-CT project involved 70 agencies, 65,000 employees, and 3.5 million residents, including four central agencies that oversee the core functions of budget, accounting, policy management, payroll, benefits, human resources, time and attendance, and purchasing.
- **Implementation of Pension Administration:** Accenture is currently working with the OSC to extend the Core-CT HCM implementation to include Pension Administration functionality to modernize the state’s retirement services for state and municipal employees. The initial releases of functionality for the State Employees Retirement (SERS) plan are in production, with additional features in development.
- **Core-CT CRM Implementation:** In preparation for implementation of Pension Functionality within Core-CT, the project implemented Oracle’s PeopleSoft Customer Relationship Management solution to support the Retirement Services Division Customer Service Center. The CRM implementation was completed in October 2015.
- **Migration of University of Connecticut (UConn) into Core-CT HCM:** In addition to the State upgrade project, Accenture worked with the OSC to implement PeopleSoft 9.2 HCM and Payroll, replacing UConn’s legacy environment.
- **Core-CT Financials Upgrade:** Accenture worked with the OSC to upgrade the Financials and Procurement application from 9.1 to 9.2. The scope of the Core-CT PeopleSoft Financials application includes an upgrade of existing scope to 9.2 and implementation of selected new pieces of functionality within the Core-CT Financials system. The Project also included an analysis of the effort to implement additional modules currently not in use by the State.



Client 2: State of Wisconsin

The State of Wisconsin contracted with Accenture on the State Transforming Agency Resources (STAR) project to implement PeopleSoft 9.2 for both HCM and Payroll, as well as Finance and SCM. Accenture provided the primary deployment support for the principal functionality supporting enterprise financial reporting. Accenture was responsible for leading all aspects of the full systems implementation lifecycle for both the systems implementation and upgrade projects.

The STAR project scope included financials, supply chain, human resources, payroll, and business intelligence functionality deployed to all 57 state agencies in 24 months. The State needed an ERP system that allowed for continuous improvement, the ability to scale, and delivery of solution efficiencies. The system needed to address the State’s business requirements, which included configuration and business process redesign, integration with existing and/or new applications, implementation of ERP functionality, and the development of training and testing programs.

To successfully address requirements, we developed 200+ functional designs, conducted 130+ Conference Room Pilot sessions, and performed 10+ cycles of testing. To ensure a smooth transition, the project team created 40+ computer-based and instructor-led training courses. Upon completion, we trained 35,000 state employees with additional detailed training for the 15,000 "heavy" users. The project has been highly successful—meeting timelines, coming in below budget, and achieving engagement and support across the broad base of state agencies.



Client 3: Omaha Public Schools

Omaha Public Schools wanted to modernize their existing PeopleSoft HCM and Financials application. The modernization project required a re-implementation of the HCM and Payroll modules and an upgrade for Financials, all to the latest release (9.2). The School District required to implement employee and manager self-service, mobile, increase automation and workflow. Their newly upgraded system called “OPS Anywhere” now gives School District leadership, business owners and staff in the schools and other facilities the ability to access the system and perform their job anytime, anywhere and on any device, increasing productivity and allowing staff to focus on the 56,000 students of Omaha, Nebraska.

Accenture collaborated with Omaha Public Schools to conduct requirements-gathering workshops, develop a business impact assessment of key requirements and design the solution that best fit their needs. We successfully completed this project which included design sessions, build, and testing of the configured solution. The project delivered in two overlapping phases starting with HCM and Payroll, and later Financials. The project went live as a big bang in August 2018.



Client 4: Federal Bureau of Investigation

The Federal Bureau of Investigation (FBI) was operating a custom-built Human Resources (HR) system that had been in place for more than 21 years. Since September 2011, the FBI has partnered with Accenture to redesign its HR processes and implement an Oracle-based PeopleSoft Human Capital Management (HCM) system to manage the bureau’s workforce of 36,000+. Accenture designed and implemented PeopleSoft HCM Workforce Administration, Benefits, Payroll Documents, Payroll Interface, Profile Manager, Talent Acquisition Manager, and Candidate Gateway modules that replaced five outdated systems with disparate processes and enabled data interfaces with ten different FBI systems.

By teaming with Accenture, the FBI completed a massive HR transformation that resulted in an integrated HR system (HR Source) that supports employees’ end-to-end HR experience from applicant sourcing through employee retirement. In October 2016, the FBI awarded Accenture with a seven-year BPA for the continued services to further enhance the bureau’s HR systems capabilities including upgrading PeopleSoft HCM to 9.2. This ongoing transformation includes implementing HR system solutions to promote process automation and modernization, as well as further consolidation of Bureau systems.

Some of the HR process improvements made by Accenture along with HR Source include the creation of HRLink (the one-stop shop website for FBI employees to view HR information and complete HR-related activities), and HR Reports (the enterprise platform for reports and dashboards), along with multiple enhancements to FBIJobs.gov (the public-facing portal for FBI employees and external applicants to learn about and apply to work for the FBI).



2.3.9 SUBCONTRACTORS

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5. See Sections 1.21, 1.22 and Attachments A/A1 for Minority, Women, and Veteran Business information.

IVOSB entities (whether a prime or subcontractor) must have a bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA (please see section 2.3.7, Department of Administration, Procurement Division for details).

Accenture has chosen four subcontractors to work with us on the HCM-Payroll Modernization Project:

- Sondhi Solutions
- BCforward
- aFit Staffing
- Esource Resources

The following table identifies the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience, including the qualifications of the subcontractor for guaranteeing performance.

	Sondhi Solutions	BCforward	aFit Staffing	Esource Resources
Identification of the functions to be provided by the subcontractor	<p>Information technology consultation services to support:</p> <ul style="list-style-type: none"> • Development services • Security services 	<p>Temporary personnel services to support:</p> <ul style="list-style-type: none"> • Development services 	<p>Information technology consultation services to support:</p> <ul style="list-style-type: none"> • Functional Payroll/ Absence Management/ Project Costing consultants • Development services • Training services 	<p>Information technology consultation services to support:</p> <ul style="list-style-type: none"> • Development services • Organizational change management and training services
Subcontractor's related qualifications and experience	<p>Sondhi Solutions is a certified Minority Owned Business with the State of Indiana, the City of Indianapolis, and the National Minority Supplier Development Council and was founded in 2009. Headquartered in Indianapolis, IN, Sondhi Solutions provides IT consulting and staffing to over 70 clients across the Midwest and Southwest. Clients include:</p> <ul style="list-style-type: none"> • Indiana Bureau of Motor Vehicles • Indianapolis Public Library • Beam, Longest, and Neff 	<p>BCforward currently partners with the State of Indiana with project and staffing services. Below is a list of agencies BCforward currently supports:</p> <ul style="list-style-type: none"> • Indiana Criminal Justice Institute • Indiana Department of Administration • Indiana Department of Child Services • Indiana Department of Correction • Indiana Department of Education • Indiana Department of Revenue • Indiana Department of Workforce Development • Indiana Family and Social Services Administration • Indiana Prosecuting Attorneys Council • Indiana State Department of Health • Indiana State Personnel Department 	<p>aFit has experience in successfully completing business and systems implementation projects and providing quality personnel for Government projects. Examples of this include working for the Indiana Department of Child Services, the Indiana Office of the Lieutenant Governor, and for Accenture as a subcontractor on their recent work with the State of Indiana, RCR and OmniSource Marketing. Because of the work completed on these contracts, aFit is certified by the State of Indiana for the UNSPSC codes applicable for these services such as system analysis service, information technology service delivery, management and business professionals, management advisory</p>	<p>Esource Resources has performance contract IT staffing for approximately 20 years for organizations in the Indianapolis area. Clients include Eli Lilly, Indianapolis Supreme Court, City of Indianapolis, Indiana Bureau of Motor Vehicles, and Eskenazi Health.</p>

	Sondhi Solutions	BCforward	aFit Staffing	Esource Resources
			services, software coding services, strategic planning consultation services, information technology consultation services, technology software developers, education and training services, and project management.	
Qualifications of the subcontractor for guaranteeing performance	Sondhi Solutions has provided enterprise software development services to clients since 2014, and security solutions, as part of our suite of Managed Services practice since 2012.	BCforward is a business solutions and staffing firm and for 21 years has leveraged their resources and processes to assist in the solution of business problems and staffing needs. BCforward currently provides staffing, project, and outsourcing solutions to over 175 clients globally. Our teams deliver solutions for multiple industries from both public sector and private sector. BCforward is the largest PMO and IT staffing company headquartered in Indiana and the largest MBE in Indiana.	aFit has experience in successfully completing business and systems implementation projects since 2014 for private sector and public sector clients (including the State of Indiana). aFit's owner and President, Julie Booth, has more than 20 years of managing business and system implementation projects for state government clients across the United States and specifically in Indiana. She has experience overseeing hundreds of millions of dollars in state contracts and working with teams large and small to create improved outcomes for government clients.	We have approximately 20 years in this business and our staff are recruited to fit the job description precisely to any of our SOWs and job requests.

Per the requirements of the RFP, we provide subcontractor information in the following table.

	Sondhi Solutions	BCforward	aFit Staffing	Esource Resources
Subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services	Sondhi Solutions 47 S. Pennsylvania St., Suite 400 Indianapolis, IN 46204 State formed: Indiana	Bucher + Christian Consulting, Inc. (BCforward) 9777 North College Ave. Indianapolis, IN 46280 State formed: Indiana	aFit Staffing, Inc. 1075 Broad Ripple Ave., Suite 331 Indianapolis, IN 46220 State formed: Indiana	Esource Resources 7114 Lakeview Parkway West Dr. Indianapolis, IN 46268 State formed: Indiana
Subcontractor's responsibilities under the proposal	Information technology consultation services to support: <ul style="list-style-type: none"> • Development services • Security services 	Temporary personnel services to support: <ul style="list-style-type: none"> • Development services 	Information technology consultation services to support: <ul style="list-style-type: none"> • Functional Payroll/ Absence Management/ Project Costing consultants • Development services • Training services 	Information technology consultation services to support: <ul style="list-style-type: none"> • Development services • Organizational change management and training services
Anticipated dollar amount for subcontract	██████████	██████████	██████████	██████████
Subcontractor's form of organization	Limited Liability Company	S-Corporation	Corporation	Limited Liability Company
Indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor	Sondhi Solutions confirms our willingness to carry out our responsibilities for this RFP and has indicated this confirmation in our Letter of Commitment as part of Attachment A M/WBE Participation Plan Form.	BCforward confirms our willingness to carry out our responsibilities for this RFP and has indicated this confirmation in our Letter of Commitment as part of Attachment A M/WBE Participation Plan Form.	aFit Staffing confirms our willingness to carry out our responsibilities for this RFP and has indicated this confirmation in our Letter of Commitment as part of Attachment A M/WBE Participation Plan Form.	Esource Resources confirms our willingness to carry out our responsibilities for this RFP and has indicated this confirmation in our Letter of Commitment as part of Attachment A1 IVOSB Participation Plan Form.
Which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5.	Minority Business Enterprise (MBE) certified by the State of Indiana	Minority Business Enterprise (MBE) certified by the State of Indiana	Women Business Enterprise (WBE) certified by the State of Indiana	Veteran Owned Small Business Enterprise (IVOSB) certified by the State of Indiana

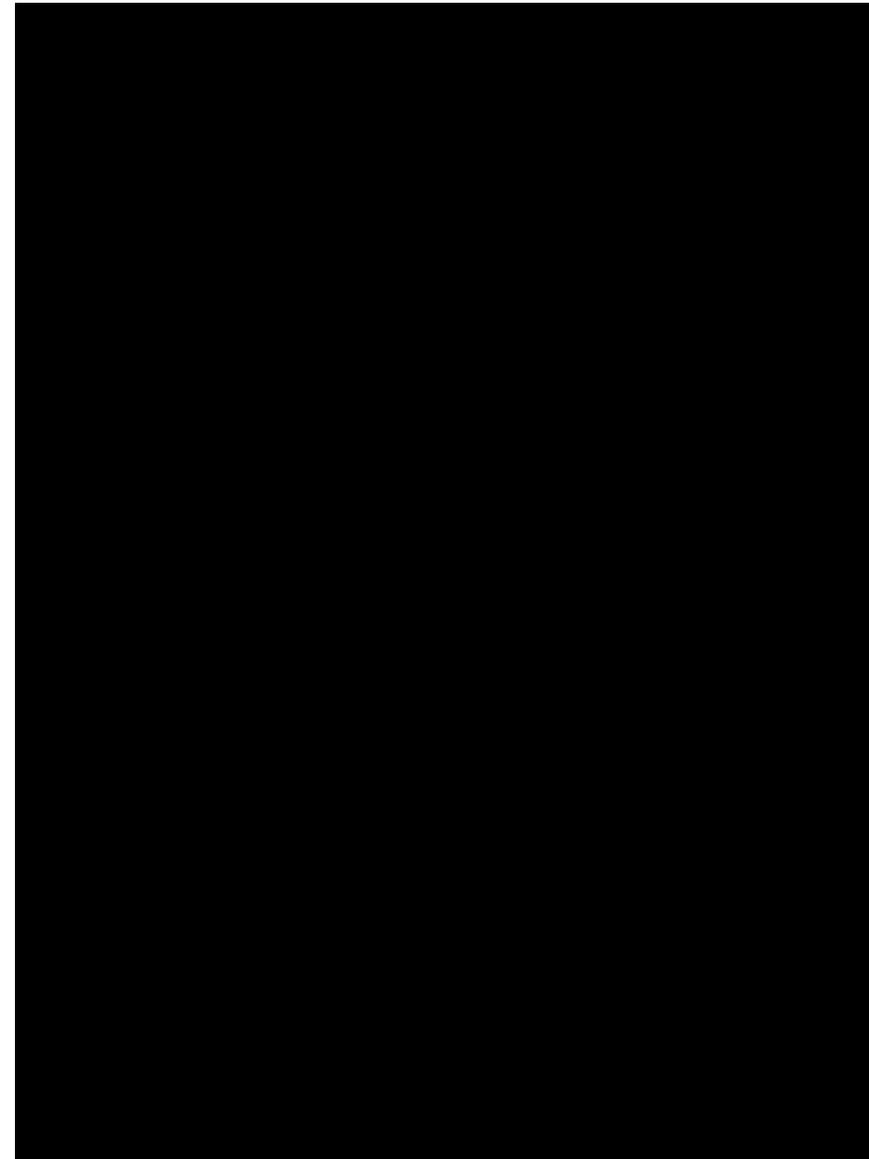
Sondhi Solutions

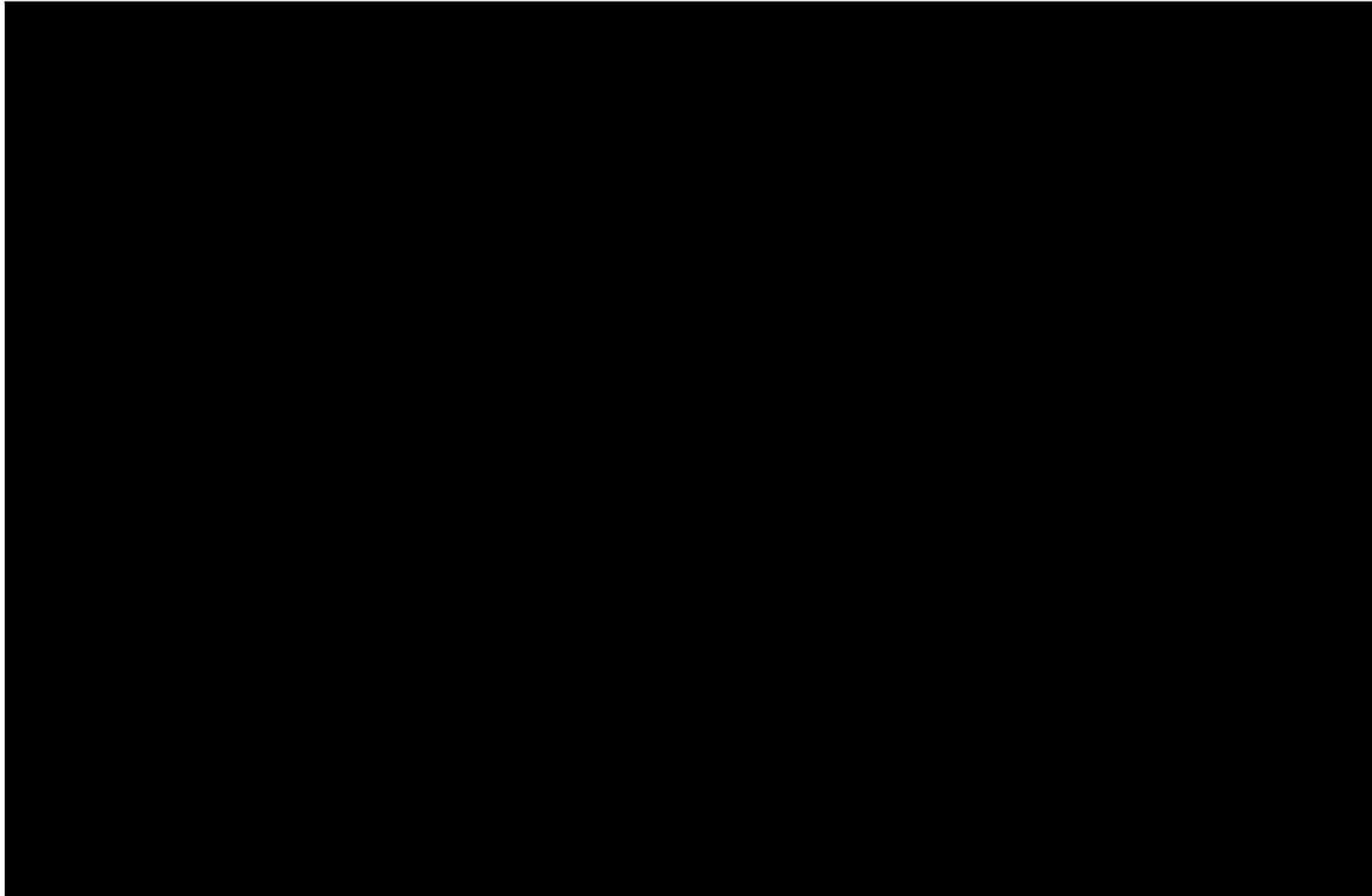


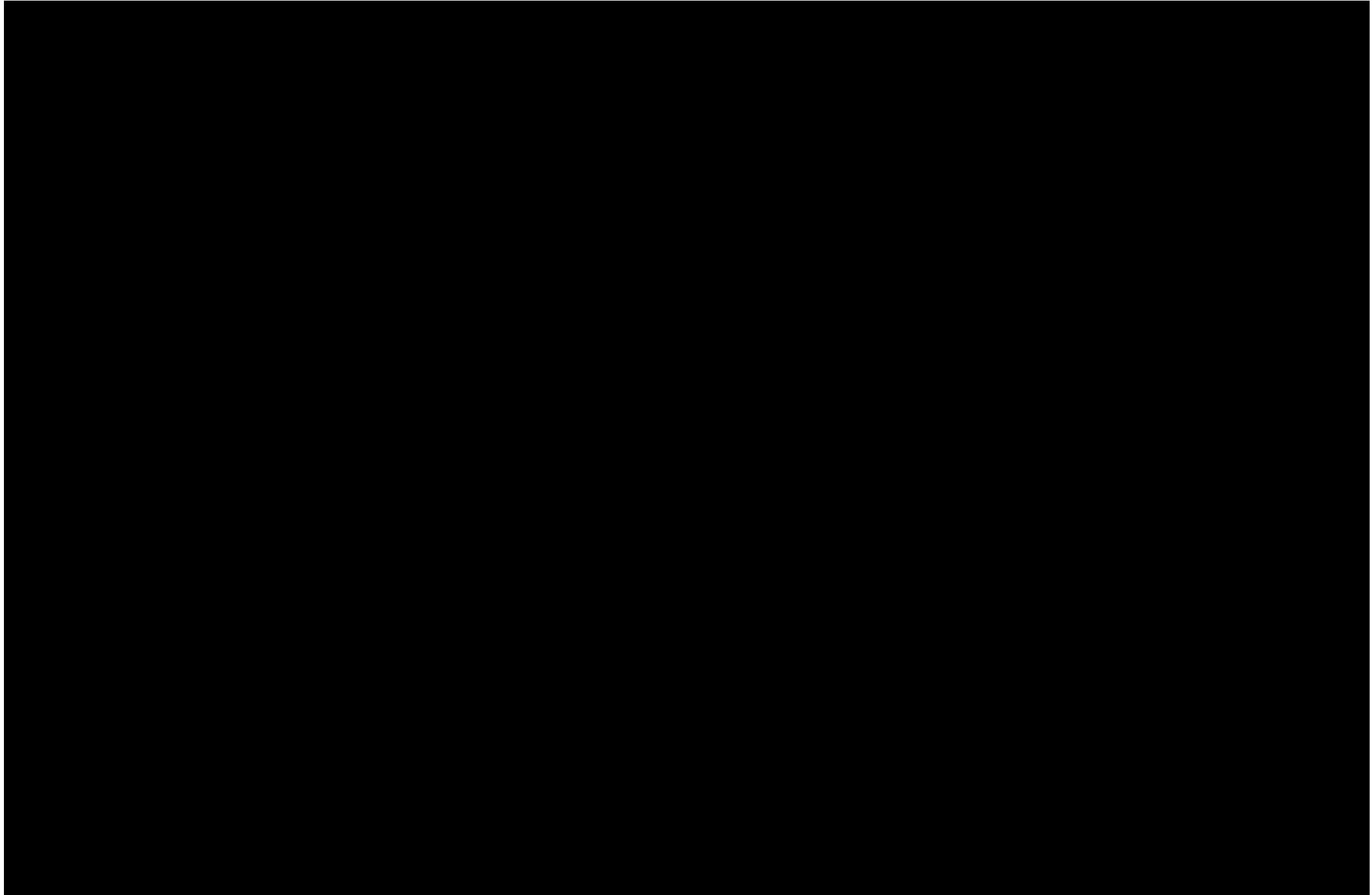
Founded in 2009 and headquartered in Indianapolis, Sondhi Solutions provides information technology

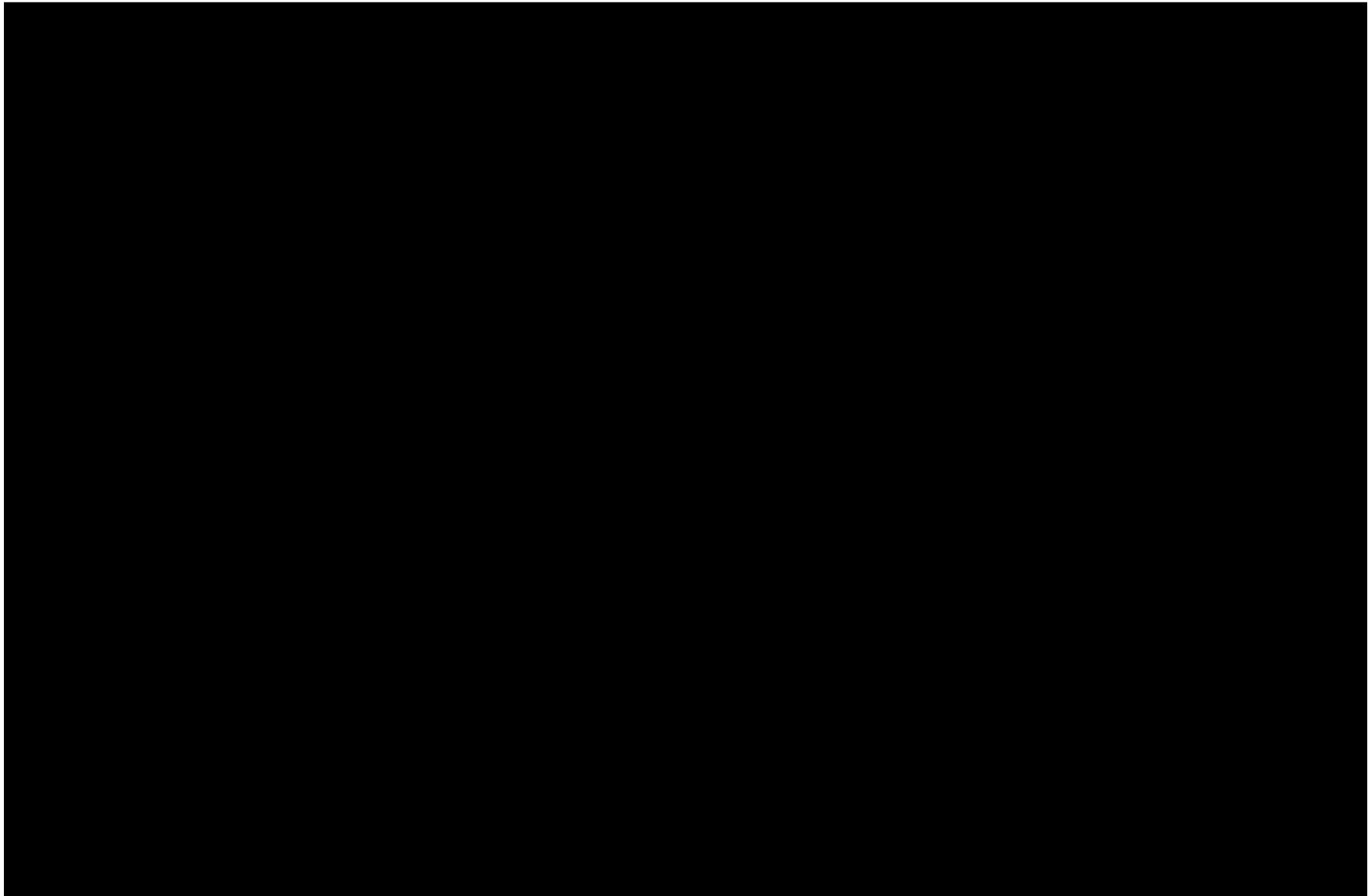
support and staffing to over 70 clients across the Midwest and Southwest. Sondhi Solutions is listed in the Indiana Department of Administration Directory of Certified Firms as a Minority Business Enterprise (MBE). Sondhi Solutions' IDOA Bidder ID Number is 0000024029. As an Indiana MBE subcontractor certified to provide information technology consultation services, they will be providing consulting services to support development services and security services for the HCM-Payroll Modernization Project.

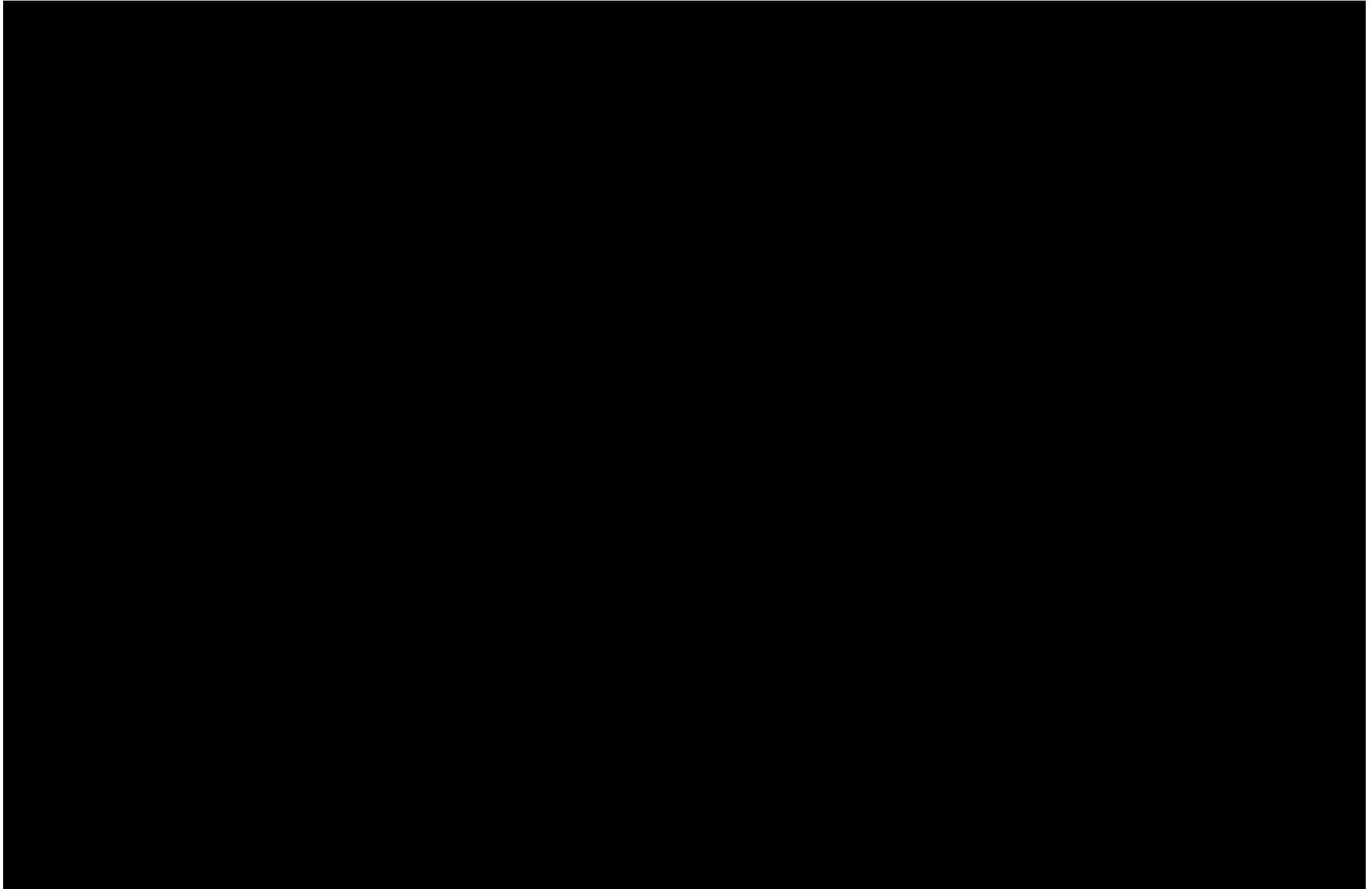
Per the requirements of the RFP, we provide a copy of the executed subcontract (teaming agreement) between Accenture (prime contractor) and Sondhi Solutions (subcontractor).













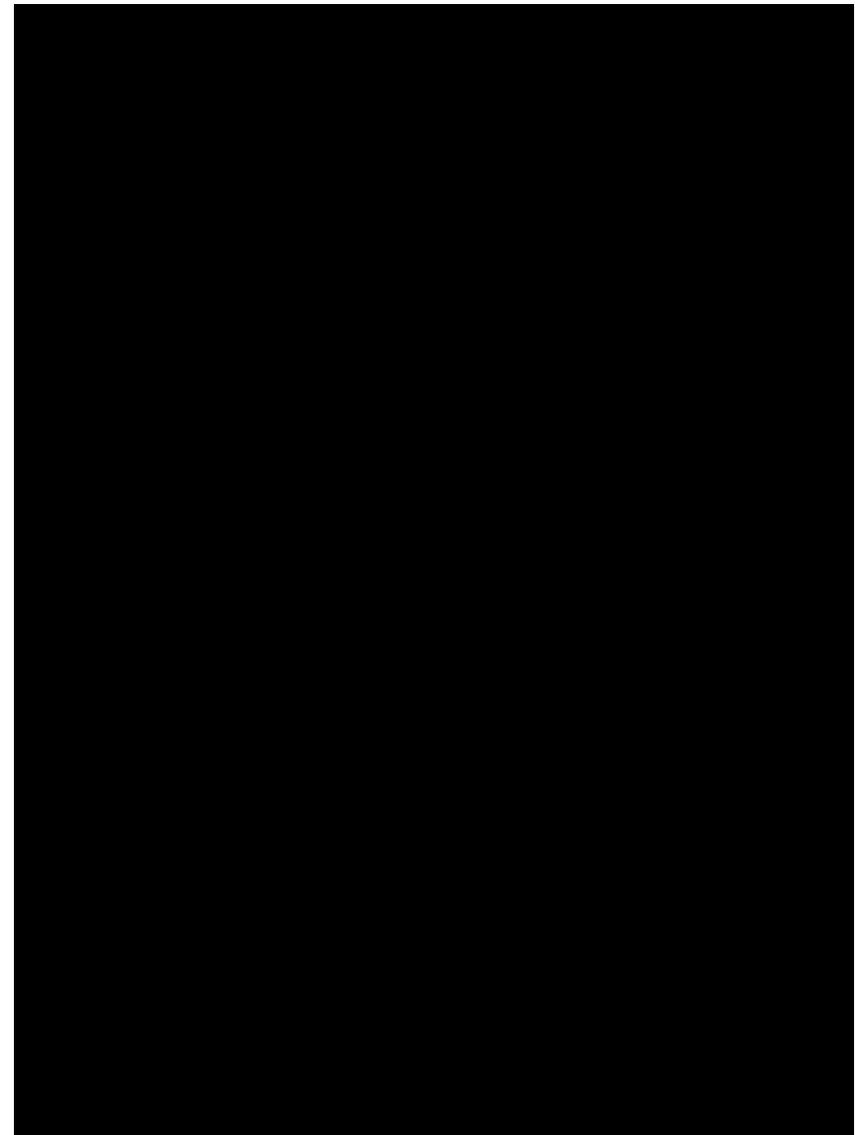
BCforward

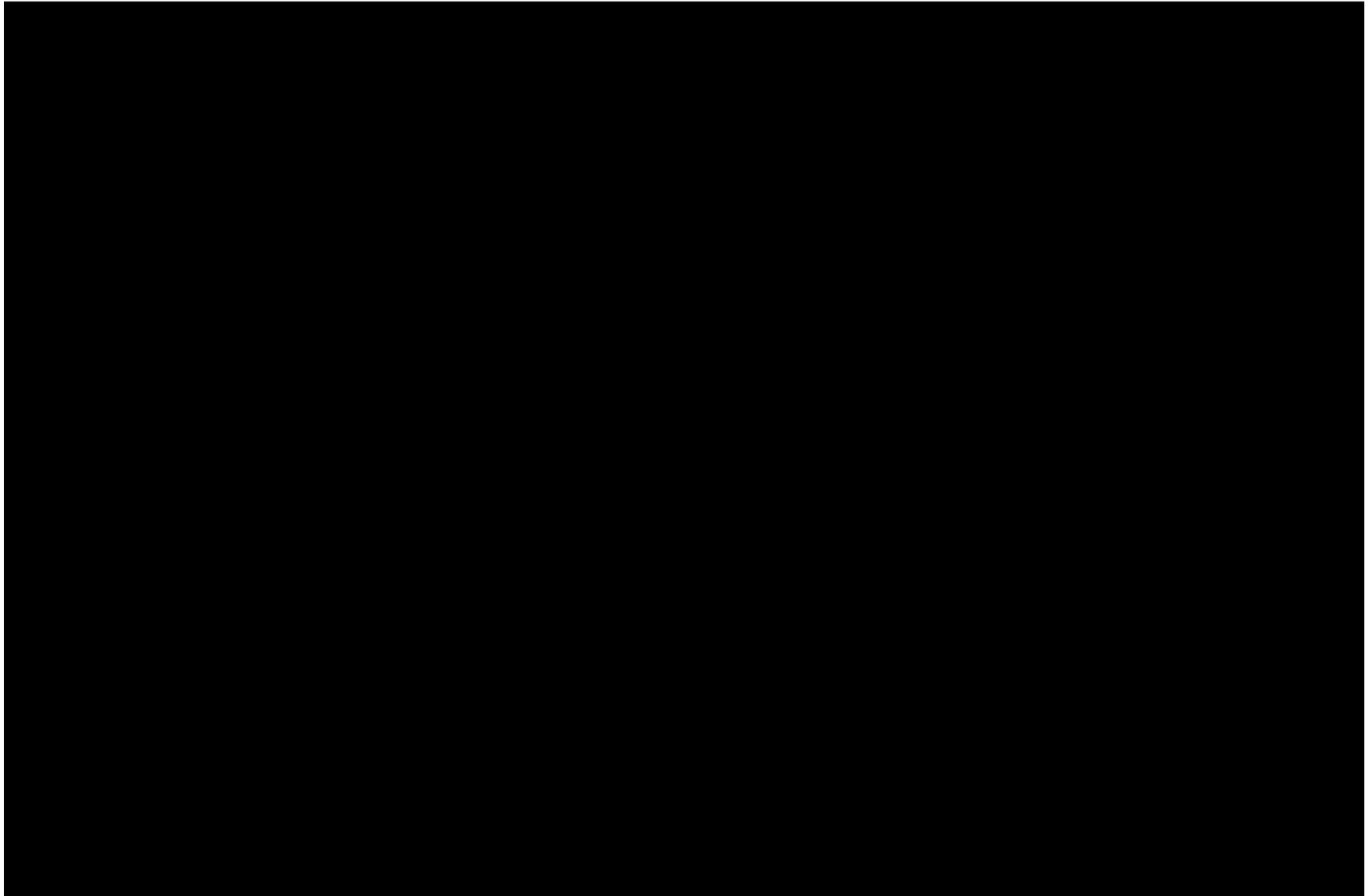


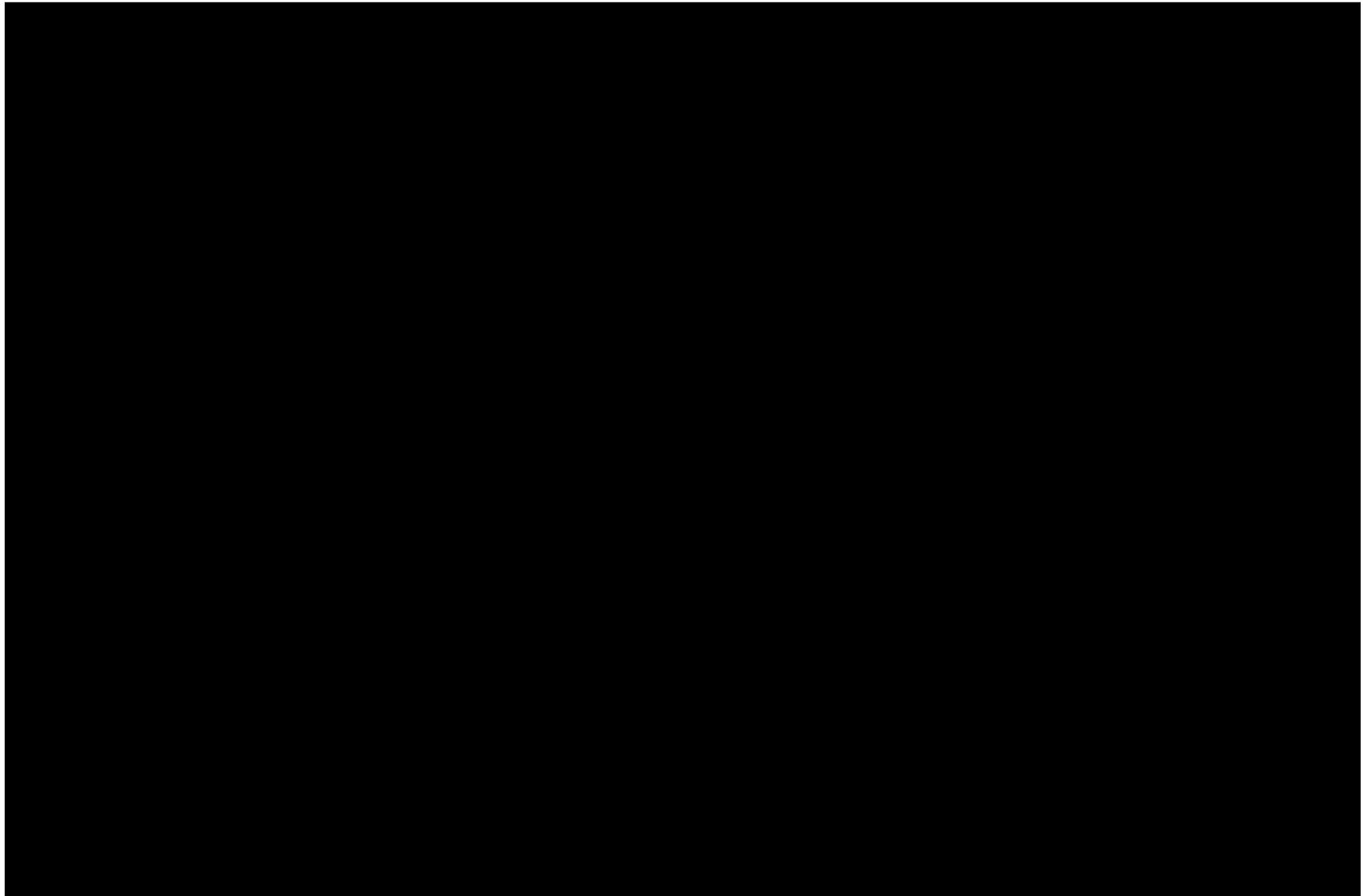
Bucher + Christian Consulting, Inc. (*BCforward*) is the largest PMO and IT staffing company headquartered in Indiana and

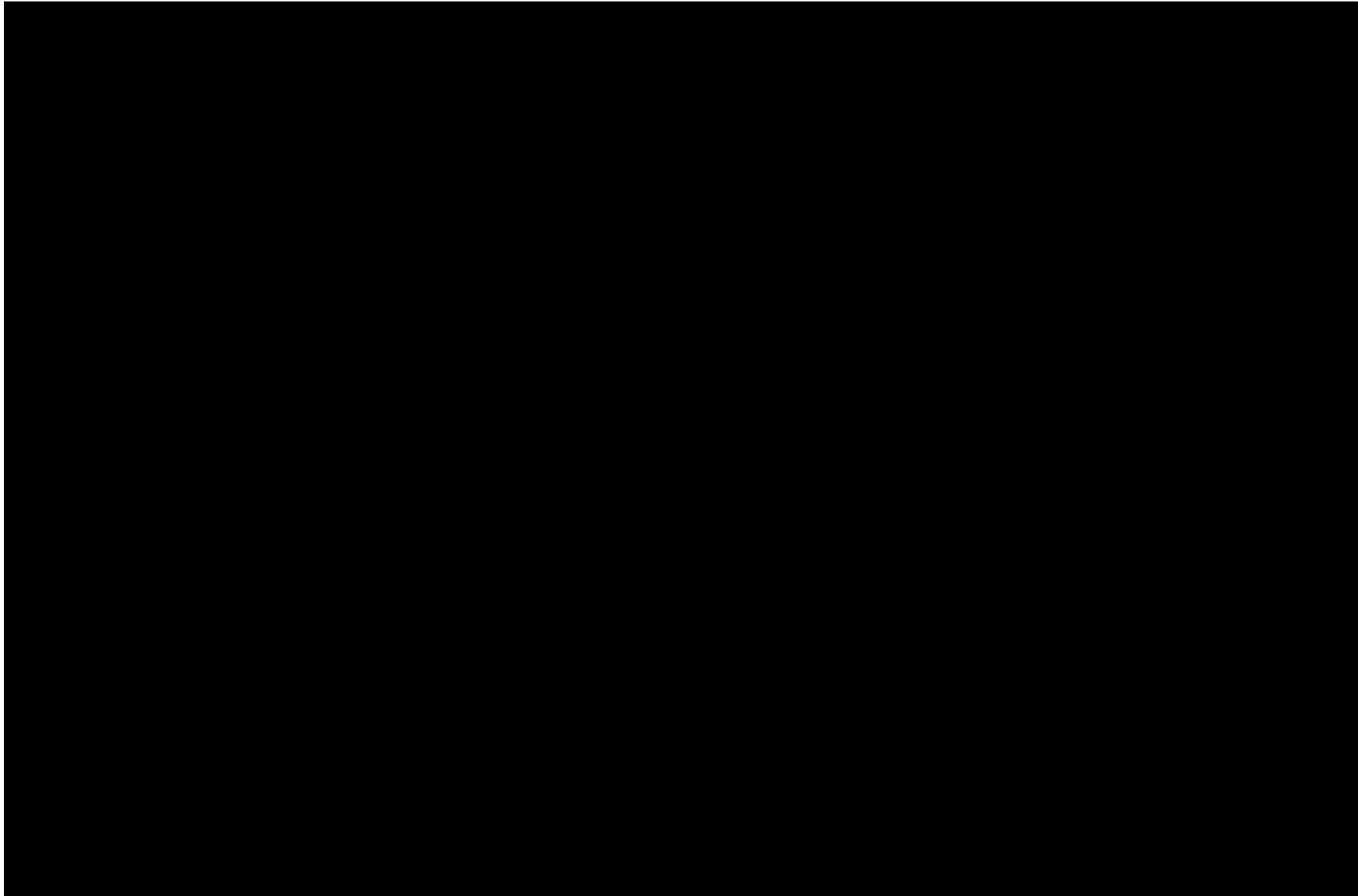
the largest Minority Business Enterprise (MBE) in Indiana, leveraging resources and processes to assist in the solution of business problems and staffing needs. Since our founding in 1998, *BCforward* has been engaged with ERP implementations, project management, and training and support services. *BCforward* is listed in the Indiana Department of Administration Directory of Certified Firms as a Minority Business Enterprise (MBE). *BCforward's* IDOA Bidder ID Number is 0000006310. As an Indiana MBE subcontractor certified to provide temporary personnel services, they will be providing consulting services to support development services for the HCM-Payroll Modernization Project.

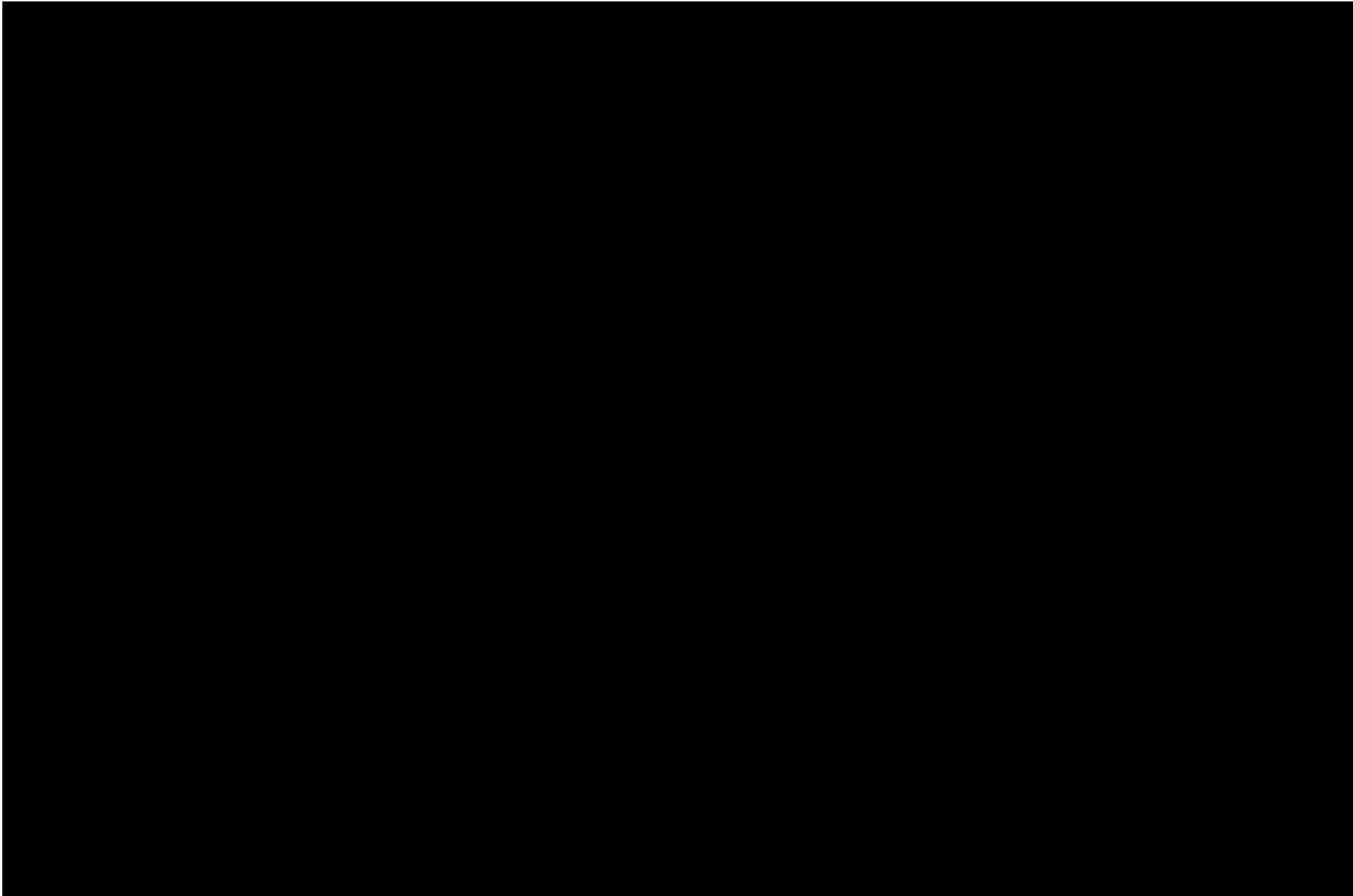
Per the requirements of the RFP, we provide a copy of the executed subcontract (teaming agreement) between Accenture (prime contractor) and *BCforward* (subcontractor).

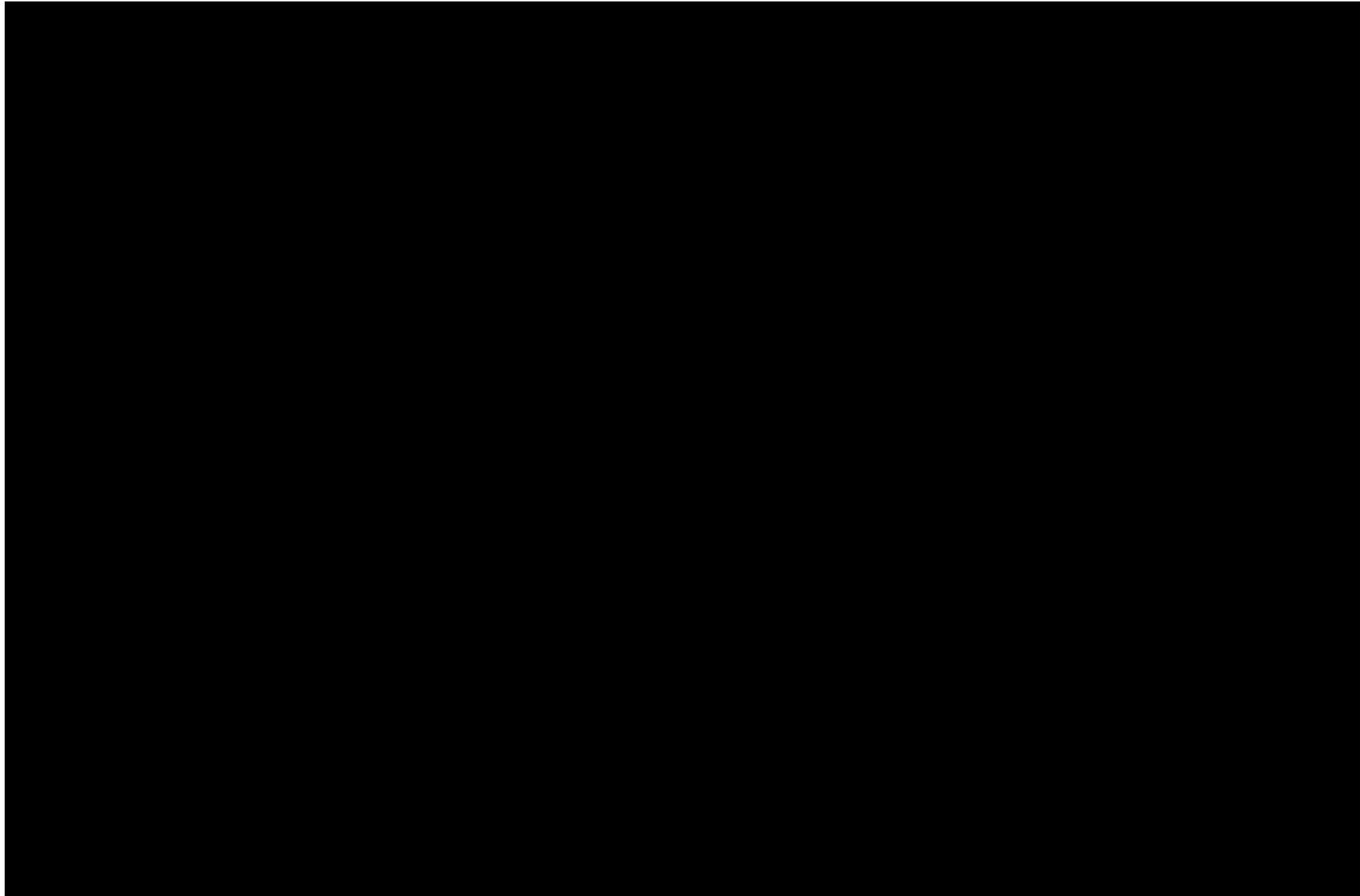












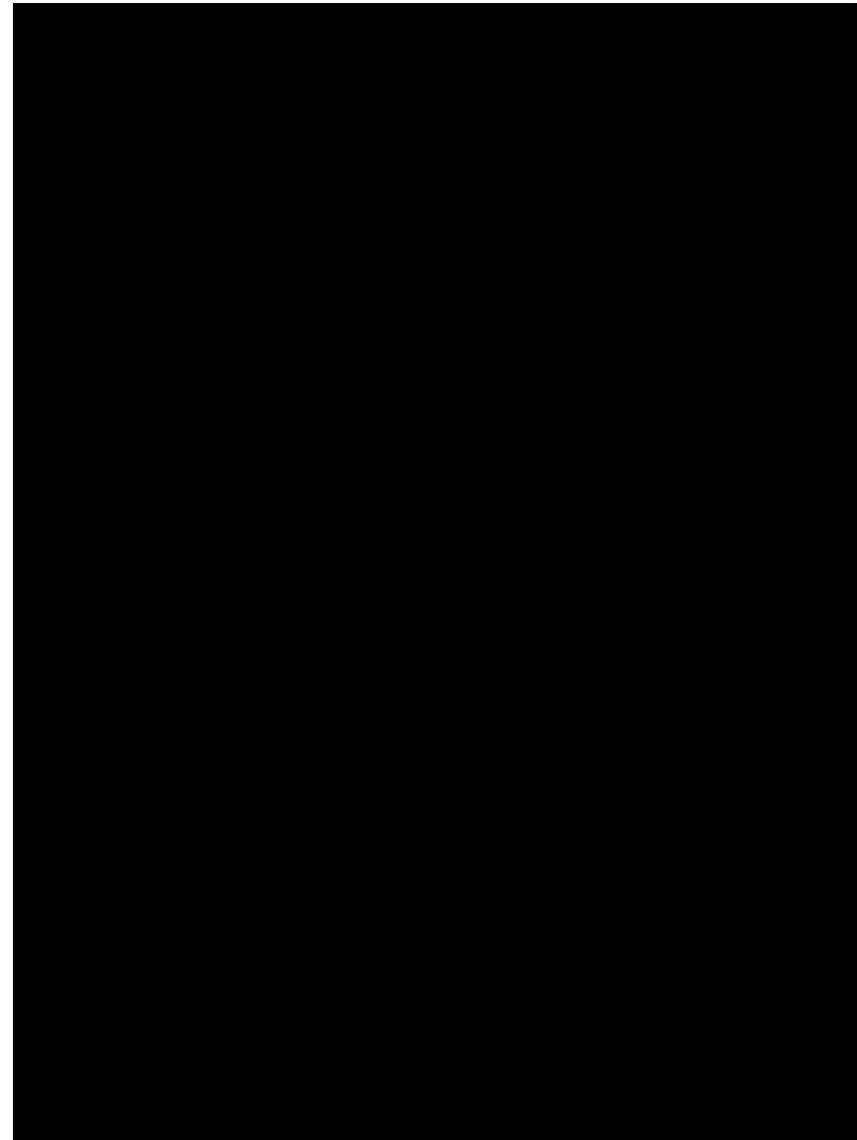
aFit Staffing

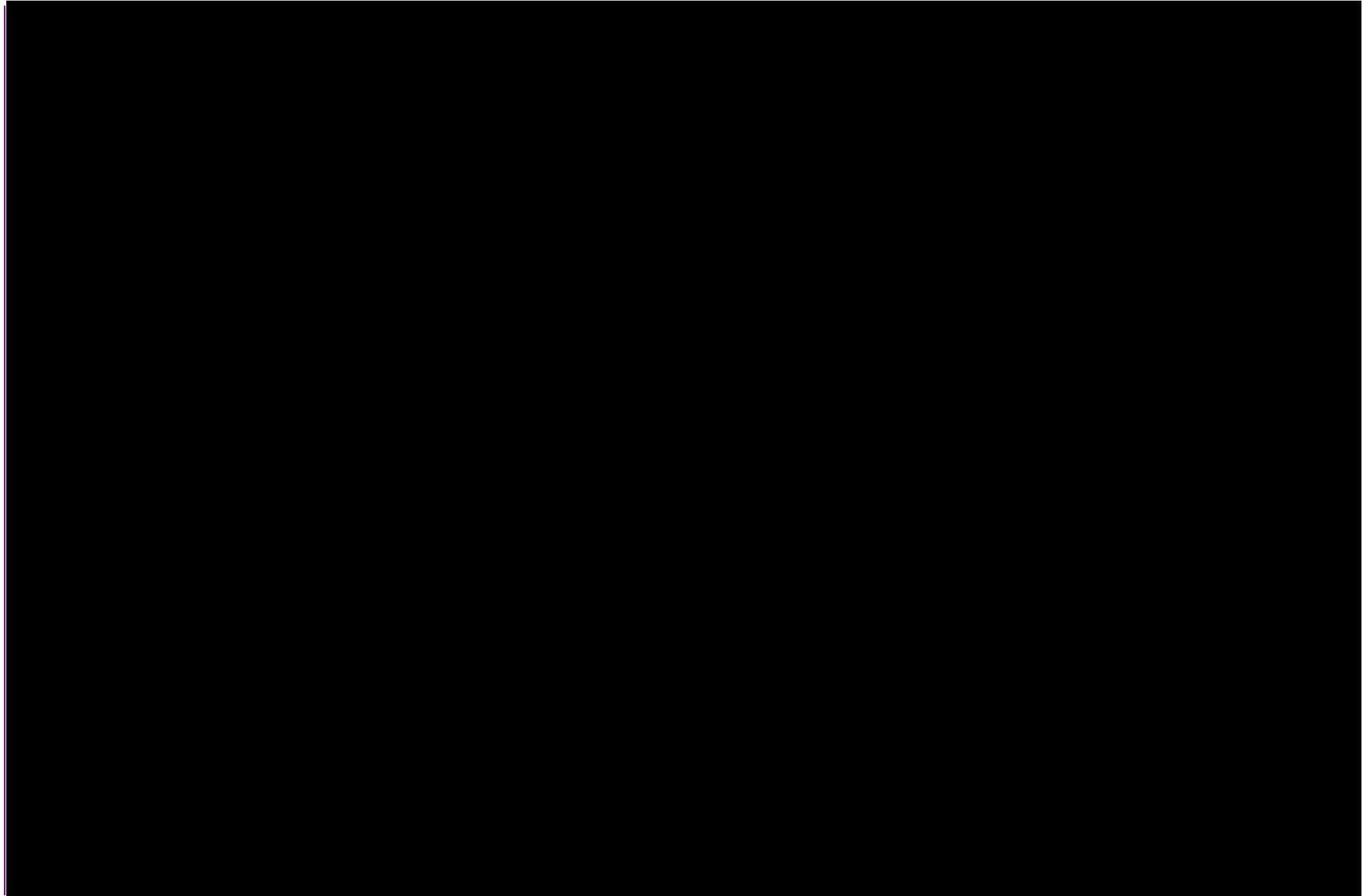


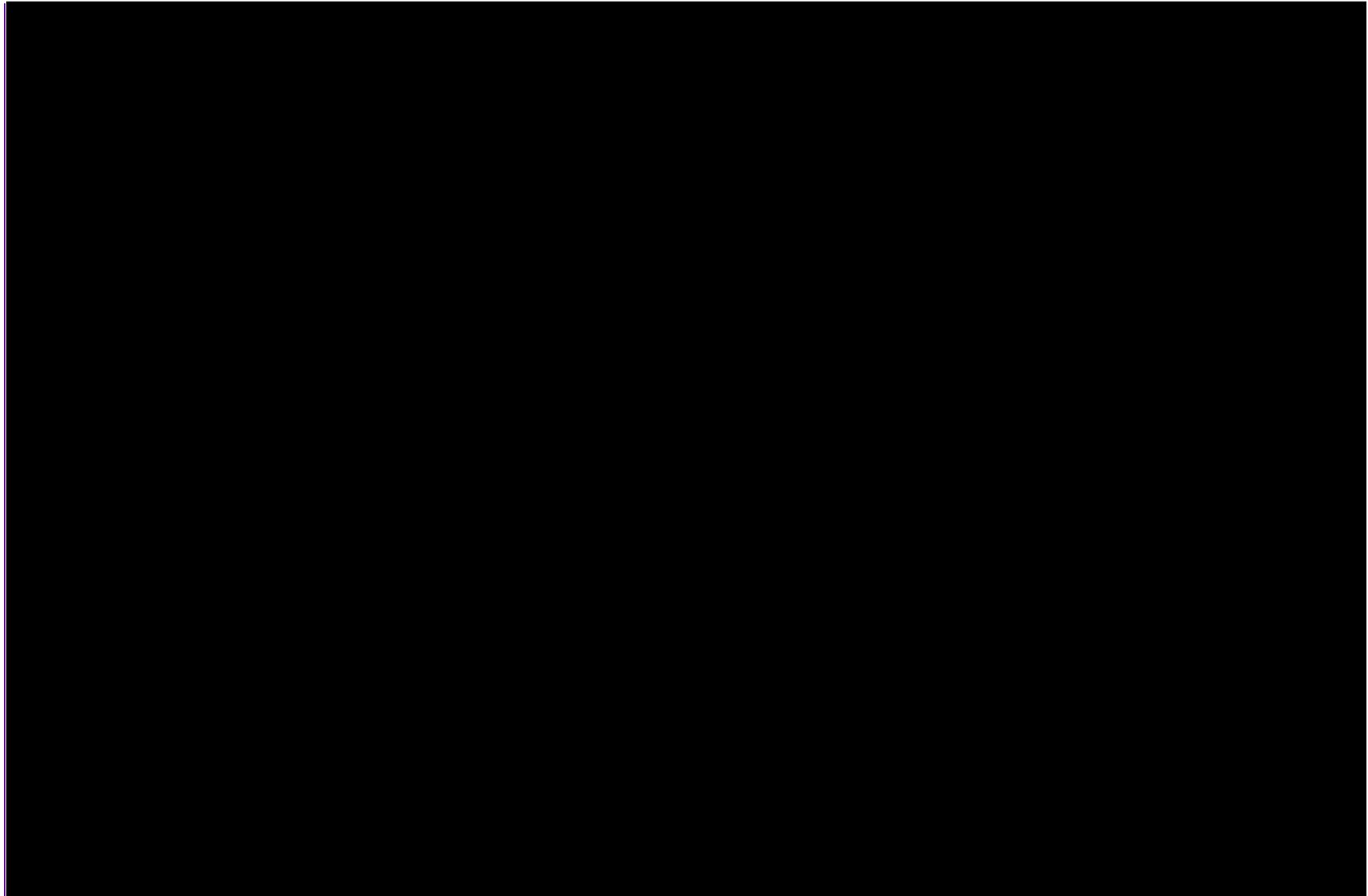
Started in 2014 in Indianapolis, aFit Staffing (aFit) is committed to being an ethical, responsive, and results-driven company providing information technology services. aFit

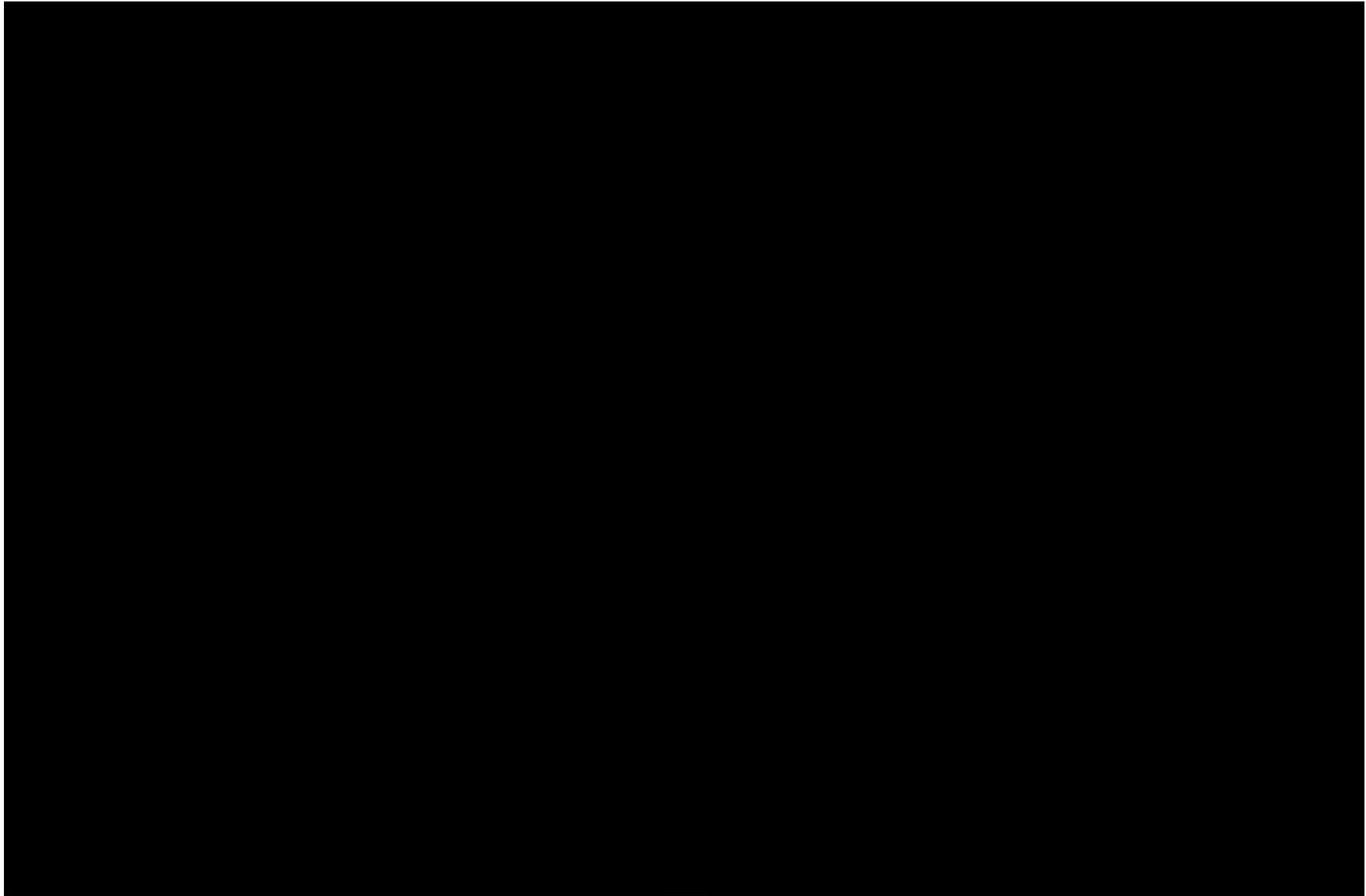
is listed in the Indiana Department of Administration Directory of Certified Firms as a Women's Business Enterprise (WBE). aFit's IDOA Bidder ID Number is 0000040063. As an Indiana WBE subcontractor certified to provide information technology consultation services, they will be providing consulting services to support functional Payroll/Absence Management/Project Costing consultants, development services, and training services for the HCM-Payroll Modernization Project.

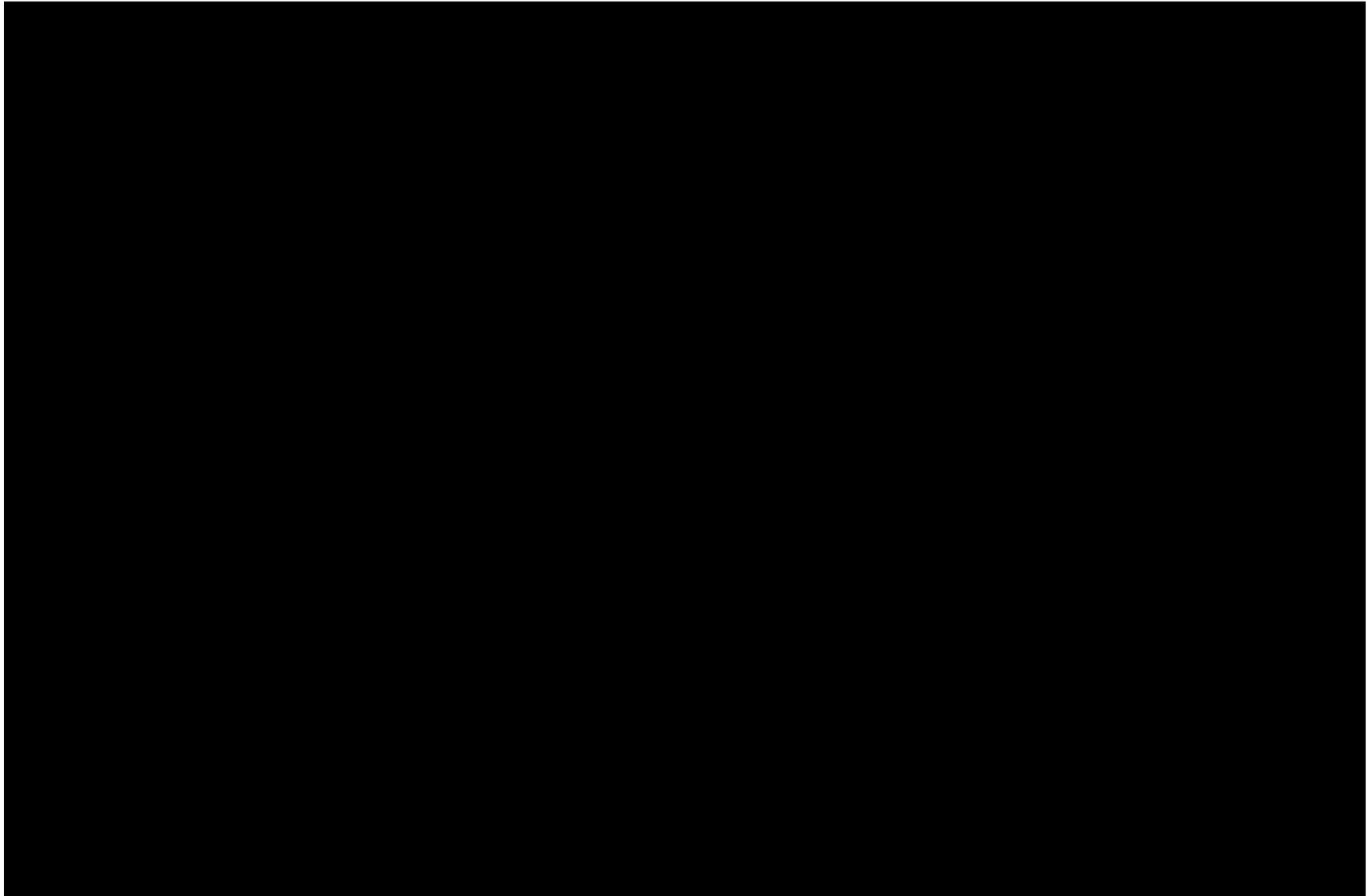
Per the requirements of the RFP, we provide a copy of the executed subcontract (teaming agreement) between Accenture (prime contractor) and aFit (subcontractor).

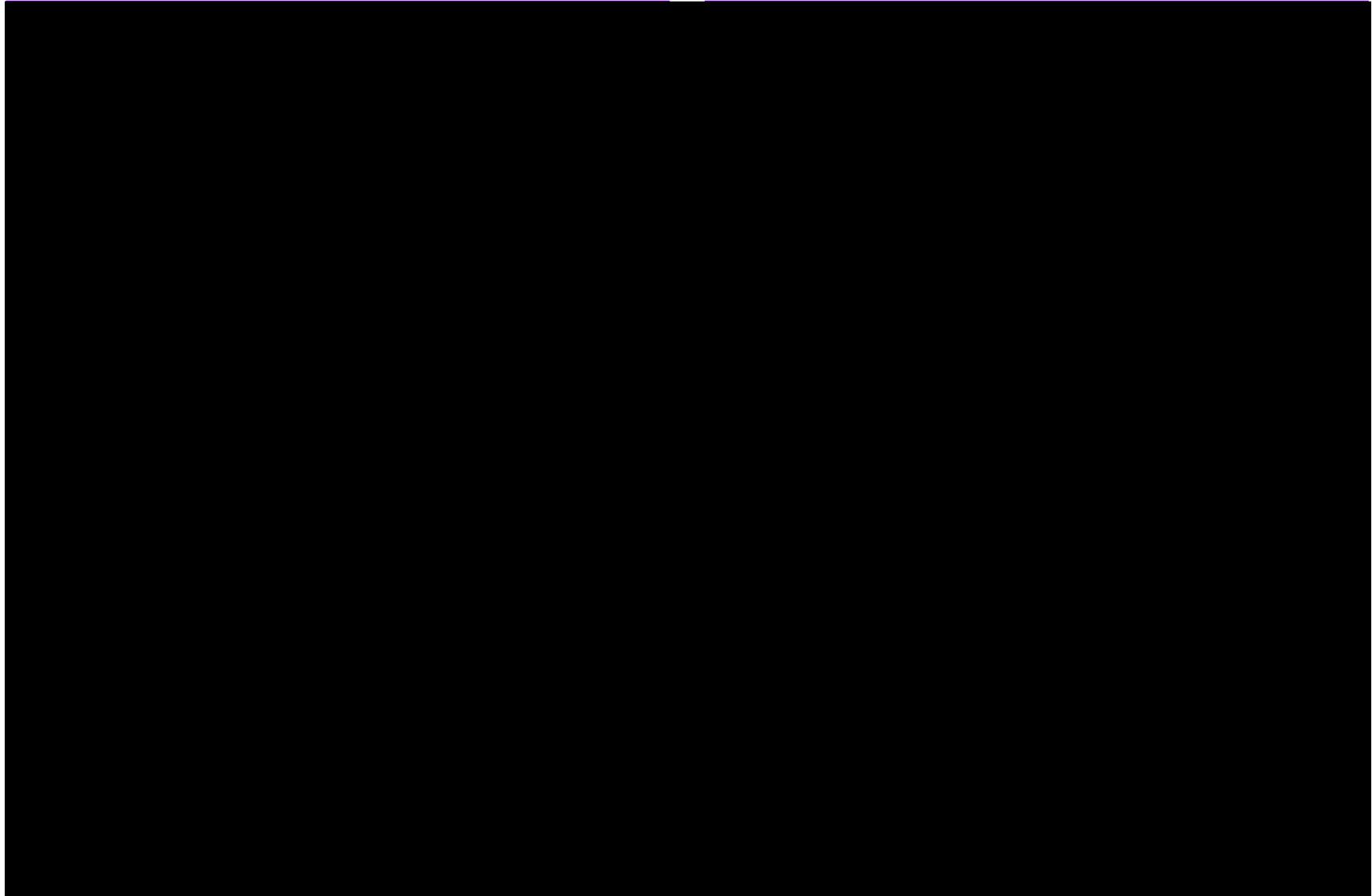












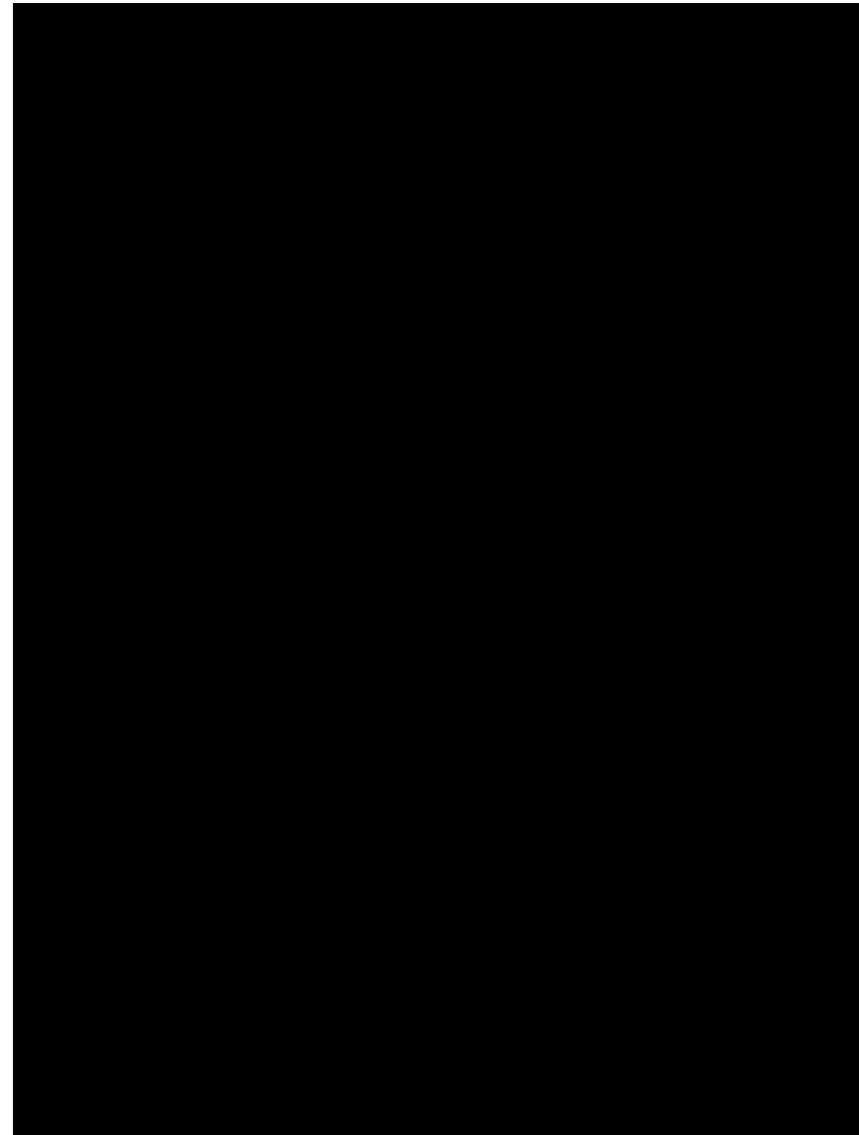
Esorce Resources

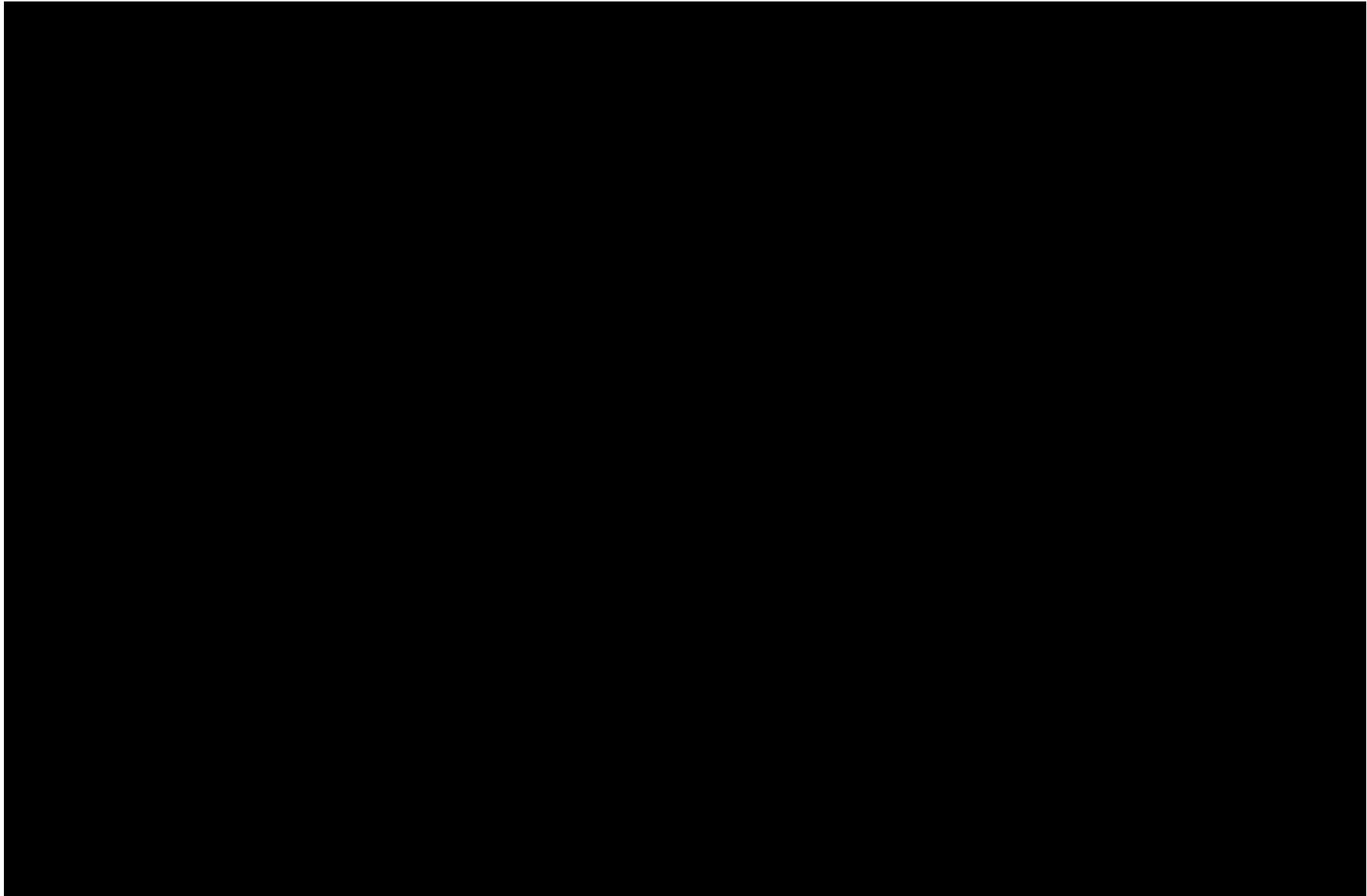


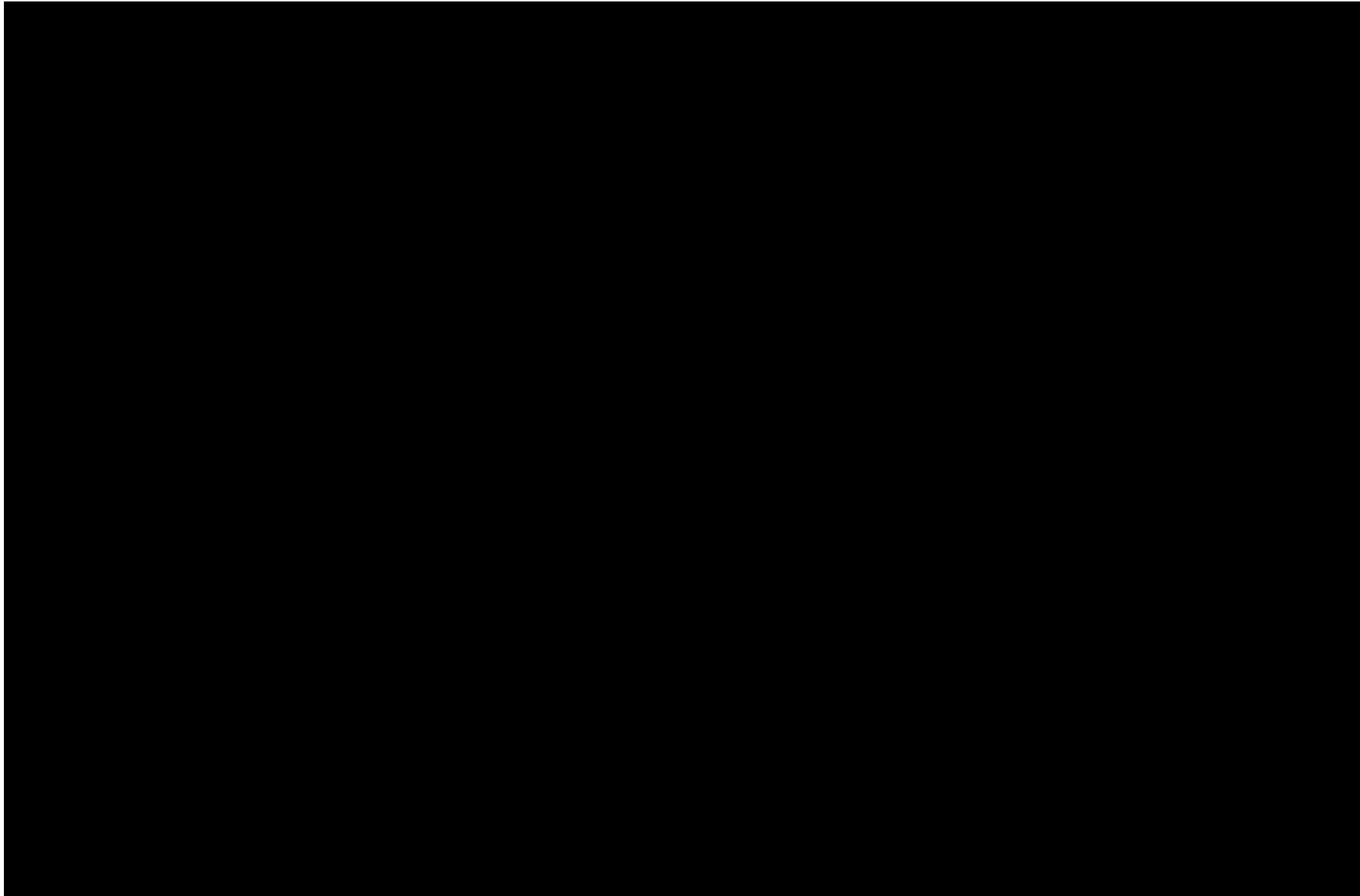
Esorce Resources is a multi-discipline consulting firm specializing in IT staffing, placement, computer and software consulting, cloud

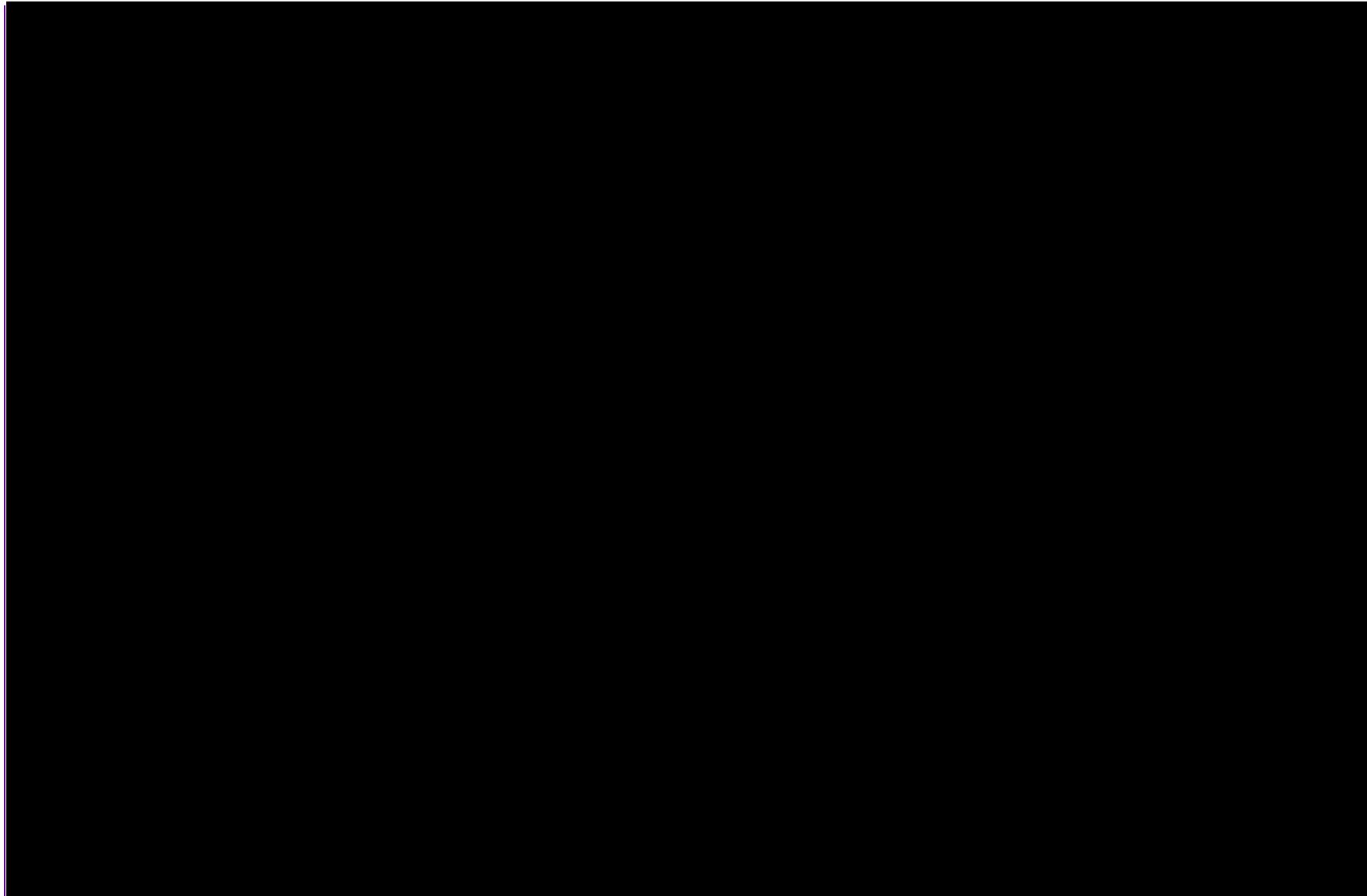
storage, systems integrations, web and graphic design resources, and software licensing. Esorce Resources is listed in the Indiana Department of Administration Directory of Certified Firms as an Indiana Veteran Business Enterprise (IVBE). Esorce Resources' IDOA Bidder ID Number is 0000007934. As an Indiana Veteran Owned Small Business (IVOSB) subcontractor certified to provide information technology consultation services, they will be providing consulting services to support development services and organizational change management and training services for the HCM-Payroll Modernization Project.

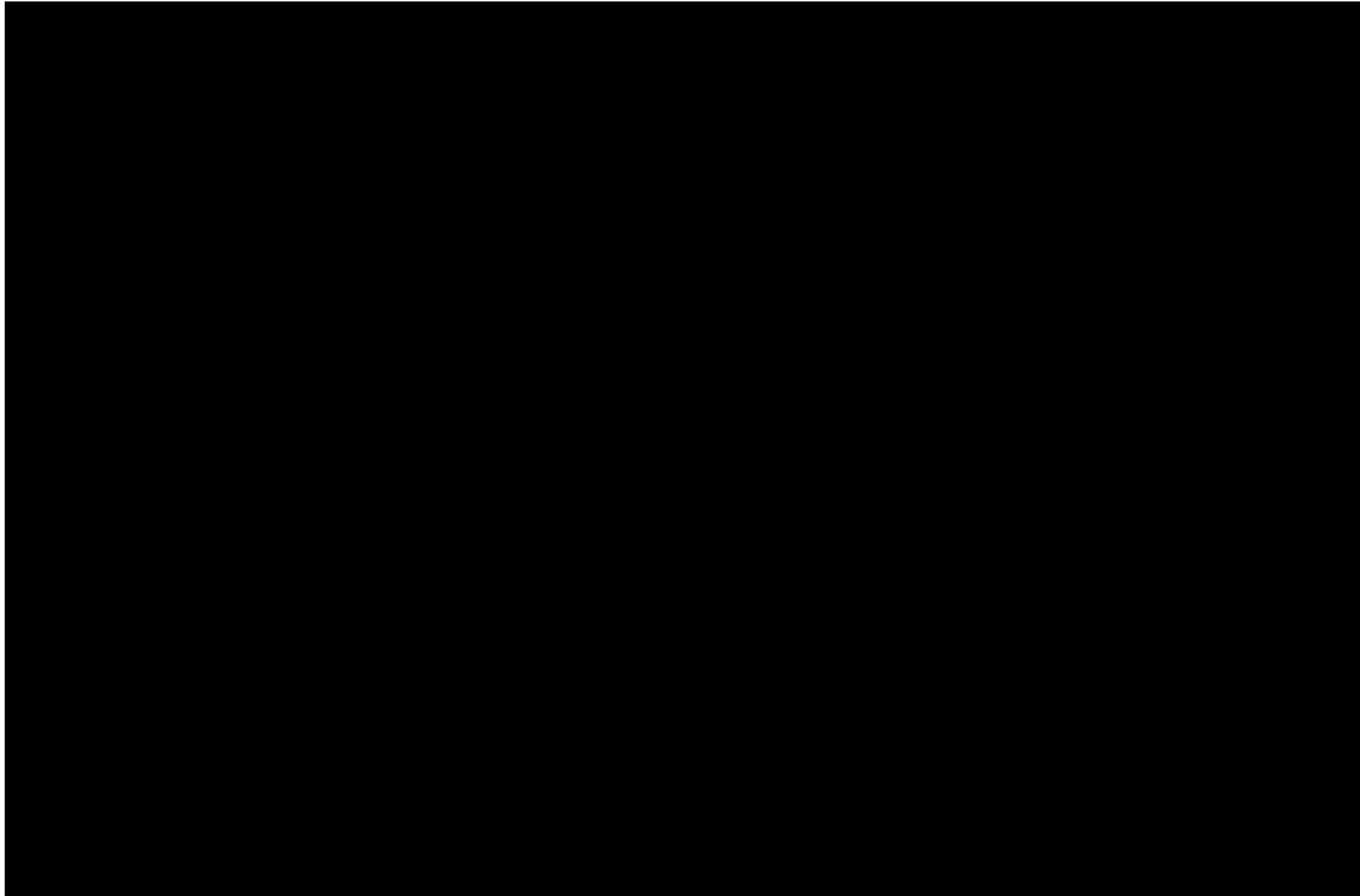
Per the requirements of the RFP, we provide a copy of the executed subcontract (teaming agreement) between Accenture (prime contractor) and Esorce Resources (subcontractor).

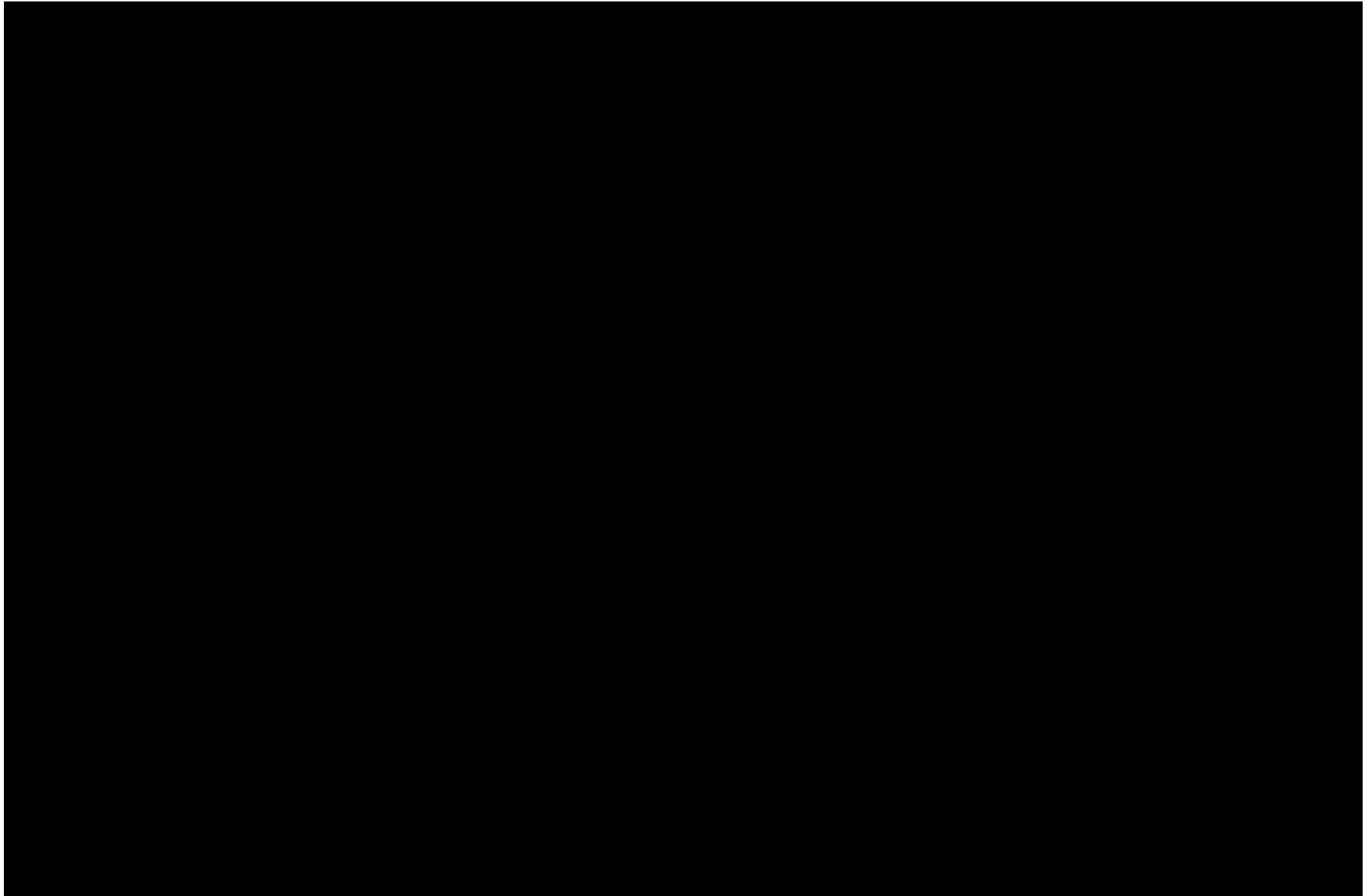












Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

General Requirements Instructions

The light blue shaded cells indicate information Vendors are expected to provide. The description cells should be limited to 300 words or less

Additional information can be provided beyond what is included in the worksheet descriptions or answers. The additional information must be referenced in the specific worksheet line item description. (e.g. "General

Rows and Columns should not be added without prior approval from IDOA.

Various requirements are worded differently for the sake of clarity. Regardless of the wording and unless otherwise specifying the requirement "Should....", each requirement should be interpreted to imply the "The System shall..." or "The Vendor shall" when determining response codes for "PeopleSoft HCM 9.2 Ability to

Vendors must add notes for any requirements that will require significant additional costs to satisfy.

Key Definitions

Shall: When used to describe a requirement, it denotes an important requirement that needs to be fulfilled by a

Should: When used to describe a requirement, it denotes a nonessential requirement that state desires to be fulfilled by a future state HR/Payroll SYSTEM.

Configuration: The ability to apply business logic through the use of native tools or screens and without the need for coding or code-like development. Configuration should be accomplished by functional resources without the

Customization: The modification or extension of software through coding or code-like development to meet the specific needs of the state. A customization must be fully supported by the Vendor as part of the solution.

Vendor: The primary implementer who will be responsible for their products and services as well as Vendor-

Vendor-Partner: A partner of the Vendor who will provide products or services and be managed and contracted

Third-Party: A partner of the Vendor who will provide products or services and be managed and contracted

Other definitions can be found in Attachment Q.

Vendor Response Codes - PeopleSoft HCM 9.2 Ability To Satisfy

F = Requirement will be fully satisfied through Configuration of currently licensed Solution functionality.

FN = Requirement will be fully satisfied through Configuration of unlicensed Solution functionality.

P = Requirement will be partially satisfied through Configuration of currently licensed Solution functionality.

PN = Requirement will be partially satisfied through Configuration of unlicensed Solution functionality.

X = Requirement will not be satisfied through Configuration of Solution functionality.

* Vendor explanation required for all Vendor Response Codes except "F"

Vendor Response Codes - Vendor Ability To Satisfy

F = Requirement will be fully satisfied by Vendor through Configuration of currently available Solution functionality.

FC = Requirement will be fully satisfied by Vendor Customization of Solution. The State has the goal of having as few Customizations as possible.

FTP = Requirement will be fully satisfied by Vendor implementation of Third-Party products or services. The State has the goal of having as few Third-Party products or services as possible.

FN = Requirement will be fully satisfied through Vendor Configuration of currently unavailable Solution functionality that will be available to meet the appropriate implementation timeline.

P = Requirement will be partially satisfied by Vendor through Configuration of currently available Solution functionality.

PCTP = Requirement will be partially satisfied by Vendor Customization of Solution or Vendor implementation of Third-Party products or services.

X = Requirement will not be satisfied by Vendor and is not included in the proposal.

* Vendor explanation required for all Vendor Response Codes except "F"

Brief Technical Proposal Worksheet Descriptions
Recommended Infrastructure - Please list the recommended infrastructure footprint components that are recommended for the State and will enable the State to achieve the SLAs in the Service Level Requirements
General Requirements - A list of general requirements including, but not limited to, configuration, workflow, Integration, user interfaces, batch processing and archiving.
Security Requirements - A list of System Security including, but not limited to, applications, enterprise and
Service Level Requirements - A list of Service Level Requirements including, but not limited to general service levels, response time service levels and capacity service levels.
Reporting and Query Requirements - A list of general reporting and query requirements.
Interface Requirements - A list of the general interface requirements.
Conversion Requirements - A list of data conversion requirements to ensure successful conversion of historical data including those for data cleansing, testing, implementation and archiving.
Development Requirements - A list of general development requirements for key development tools/strategies.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

Item **Infrastructure Component Description**

INFRA-001 Accenture assumes that AOS/IOT/GMIS will procure, provision and maintain the following infrastructure in its data centers per approved project plan.

The following infrastructure capacity is a hardware vendor neutral plan and it can be deployed on State's preferred hardware vendor platforms such as HP, Dell, or Oracle. We recognize that IOT has standardized its microprocessor technology on Intel. Thus, we developed this plan using latest Intel processor specifications.

INFRA-002 Alternatively, we support the same solution deployment on popular cloud platforms. For example, Oracle Cloud Infrastructure, which also offers Exadata engineered systems as a service, would meet State's scalability, performance objectives, and budgetary goals.

Accenture Proposed Infrastructure Capacity for the HCM 9.2 Upgrade and Payroll Modernization																		
Instance	Purpose	Server Type	Virtual/Physical	# of Servers	Per Server							External Storage Type	Empl. Data (Subset/Full?)	DB Storage	Total			Clustered/Oracle RAC for HA?
					Cores	RAM	OS Storage GB	Swap GB	App Storage GB	Cores	RAM				DBs			
HCMDEV92, HCMUPG92, HCMST92 & HCMCFG92	Development, Upgrade92, System Test and Gold Configuration	Application Server 1	Virtual	1	8	64	40	16	40	NAS/Object	Subset		8	64		No RAC		
		Weblogic Server 1	Virtual	1	8	64	40	16	40	NAS/Object		8	64					
		Process Scheduler & BIP 1	Virtual	1	8	64	40	16	100	NAS/Object		8	64					
		Database Server 1	Physical	1	8	64	40	16	100	SAN/Block		1100	8	64	4			
HCMINT92 & HCMCNV92	Integration Test, Conversion	Application Server 2	Virtual	1	8	64	40	16	40	NAS/Object	Full		8	64		No RAC		
		Weblogic Server 2	Virtual	1	8	64	40	16	40	NAS/Object		8	64					
		Process Scheduler & BIP 2	Virtual	1	8	64	40	16	600	NAS/Object		8	64					
		Public Web/RPS 2	Virtual	1	8	64	40	16	40	NAS/Object		8	64					
HCMTRN92 & HCMUAT92	Training, User Acceptance Test, Payroll Reconciliation	Database Server 2	Physical	1	12	128	40	16	100	SAN/Block		2048	12	128	2	No RAC		
		Application Server 3	Virtual	1	8	64	40	16	40	NAS/Object	Subset		8	64				
		Weblogic Server 3	Virtual	1	8	64	40	16	40	NAS/Object		8	64					
		Process Scheduler & BIP 3	Virtual	1	8	64	40	16	100	NAS/Object		8	64					
HCMSTG92 & HCM92DR	Staging Environment for Performance Test or Pre-Production and Disaster Recovery Environment	Public Web/RPS 3	Virtual	1	8	64	40	16	40	NAS/Object		FULL		8	64		RAC, Clustered for High Availability	
		Database Server 3	Physical	1	8	64	40	16	100	SAN/Block	500		8	64	2			
		Application Servers 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object			16	128				
		Weblogic Servers 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object			16	128				
		Process Schedulers & BIP 4 & 5	Virtual	2	8	64	40	32	100	NAS/Object			16	128				
		Elastic Search Servers 1 & 2	Virtual	2	4	32	40	32	40	NAS/Object			8	64				
Production	Production	Public Web/RPS 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object	FULL		16	128		RAC, Clustered for High Availability		
		DB Servers 4, 5 & 6	Physical	3	8	64	40	32	100	SAN/Block		2048	24	192	2			
		App Servers 6 & 7	Virtual	2	8	64	40	32	80	NAS/Object			16	128				
		Weblogic Server 6 & 7	Virtual	2	8	64	40	32	80	NAS/Object			16	128				
		Process Schedulers & BIP 6 & 7	Virtual	2	8	64	40	32	600	NAS/Object			16	128				
		Elastic Search Servers 3 & 4	Virtual	2	8	64	40	32	40	NAS/Object			16	128				
Utility Server	Launch App Designer, SQL Developer	Public Web/RPS - RPS 6 & 7	Virtual	2	8	64	40	32	40	NAS/Object	FULL		16	128		RAC, Clustered for High Availability		
		DB Servers 7,8 & 9	Physical	3	8	64	40	32	500	SAN/Block		2048	24	192	1			
Windows Tools	Windows Misc Tools Server	Windows Server 2016/2019	Virtual	2	8	64	40		500				8	64				

INFRA-003

INFRA-004

Accenture will review and validate the following infrastructure Capacity assumptions during planning phase with the State IT leadership:

INFRA-005
INFRA-006
INFRA-007
INFRA-008
INFRA-009
INFRA-010
INFRA-011
INFRA-012
INFRA-013
INFRA-014
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INFRA-026
INFRA-027
INFRA-028

1. Above implementation environments and associated hardware capacity is incremental to current State PeopleSoft HCM capacity and would not impact current HCM operations.
2. IoT/GMIS manages acquiring, provisioning, and maintaining above environments per proposed project schedule. No hardware or licenses are included in our pricing
3. State's common infrastructure, technology software would be leveraged for HCM 9.2 and Payroll implementation project, for example FTP, Encryption, Batch Scheduler, Elastic Search and PHIRE.
4. Alternative options such as deploying above environment in Oracle Cloud Infrastructure for flexibility, agility, and scalability would be discussed with State IT stakeholders.
5. Unusual growth, changes to accommodate historic or audit data, additional environments, backup frequency, backup retention policies, or employee data Subsetting policies for each SDLC environments would impact storage and other infrastructure capacity estimates.
6. Core Capacity estimates are based on latest Intel® Xeon® E5-2699 v4 processors. State provisioned storage is expected to be triple mirrored, encrypted, RAID configured with a combination of SSD and high performing low latency disk with support for Clustered file systems and NFS to support requested performance SLAs.
7. This capacity plan assumes the use of current PeopleSoft Demo, Sandbox, PUM environments, and infrastructure for the HCM-Payroll Modernization Project.
8. Contingent on State's current HCM hardware refresh plans, excess hardware capacity at hand, and plans for reuse or repurposing, Accenture would work with the State to refine above capacity plan.
9. Per State's Backup retention and frequency of final environment, additional backup storage needs to be estimated using State's Backup software policies such as compression and
10. State to entertain consideration of Oracle Engineered systems to deliver extreme database and storage performance in support of SLAs such as TRSLR-007 and TRSLR-008.

NOTE: Above hardware details are also available as a separate attachment for State's review, "Attachment F1 Technical Requirements Supplement".

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRGR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
TRGR-002	Technical	Audit Trails	Create user-defined reports from audit trail data (e.g., identify transactions where a user both initiated the transaction and provided the final approval of that transaction).	F	FC	Our solution offers Report creation using PeopleSoft native PSAUDIT and user definable audit records on candidate transactions for such audits.
TRGR-003	Technical	Audit Trails	Track transaction history, including but not limited to: date/time, IP address, user, prior state, and post state.	F	F	PeopleSoft native Security and AUDIT framework provide ability to track and report required fields at each record level. This audit information can be accessed via PeopleSoft Query and other reporting tools for dynamic reporting. Prior and Post state data can be captured at various levels of granularity per State requirements through configuration of PeopleSoft record properties. Note that natted IP addresses may not allow pin pointing End User IP addresses effectively.
TRGR-004	Technical	Audit Trails	Maintain an audit trail for all security-related activities.	F	F	Our Security design and configuration approach accounts for tracking security-related activities such as creation or administration of Users, Groups, Roles, and assignments.
TRGR-005	Technical	Audit Trails	Create a configurable audit record (e.g., by agency or by data type) for all additions, changes or deletions to system records, including recording the user or interface program making the modification and the date/time the record was modified.	F	F	With the combination of PeopleSoft Audit framework, PeopleSoft Process Scheduler tables we could configure Audit records for capturing additions, changes, deletions, datetime stamp, and User ID.
TRGR-006	General	Audit Trails	Secure audit trail data with no option to edit or delete any of the following information, including but not limited to: 1) Data/Time; 2) User ID; 3) IP address; 4) Original and Changed Value; 5) Action and trace; 6) Failed attempts to complete the user action; 7) Agency user or program initiating the interface; 8) Completion Status (e.g., Completed, Completed with Errors, Cancelled, Ended with Error).	F	F	PeopleSoft Audit framework can be used for Auditing records that capture required information in conjunction with proper trace setting at the Web server logs for activity monitoring. Accenture will provide guidance to the State Infrastructure and DBAs in configuring required privileges on certain Audit records and server 'logs to secure audit details from alteration.
TRGR-007	General	Audit Trails	Have an audit trail for each interfaced program which includes, but is not limited to: 1) User ID; 2) Agency user or program initiating an interface; 3) Date/time of interface execution; 4) Completion status (e.g., Completed, Completed with Errors, Cancelled, Ended with Error).	F	F	PeopleSoft maintains required audit details in the PeopleSoft Process scheduler, an out-of-the-box feature to facilitate audit activities of interfaces executed through PeopleSoft.
TRGR-008	General	Audit Trails	Maintain audit trail history for varying time periods as defined at the state and/or agency level.	F	F	PeopleSoft Process Scheduler audit history can be configured to retain information that meets State mandated retention policies.
TRGR-009	General	Audit Trails	Support additional audit trail logging of user credentials to establish non-repudiation criteria for end user identification.	F	F	PeopleSoft Security configuration, audit framework in conjunction with Server logs help with non-repudiation criteria for end user identification. Further, Accenture Technical team will provide guidance to the State PeopleSoft Admin team in configuring settings such as, 'Two-Way Client Cert behavior' for enforcing Client Certificate Requests, Service Operations and Remote Node definitions of target systems.
TRGR-010	General	Data Management	Support EDI (e.g., ASC X12).	F	F	PeopleSoft supports EDI and any specific Payroll integration in scope with EDI requirement would be supported.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRGR-011	General	Data Management	The system shall provide the ability to Ensure encryption of data at rest.	F	P	Proposed Technology plan assumes the use of Oracle TDE (Transparent Data Encryption) feature of the Oracle Database to ensure encryption of data at rest, a product that is already owned by State at this time. For non-database file systems we assume the Storage used for file systems is also encrypted at the Storage tier. These are assumed to be State Technology team managed functions. For Interface files that are exchanged with external or certain internal agencies we will work with the State Technology team to provide guidance on encrypting them as needed, based on State's new FTP and Encryption Tool that replaces Bullet Proof. Based on current integration architecture setup for handling HCM interfaces, any configuration or scripts required for automated encryption/decryption of Payroll interface files will require potential customization. End-to-End automation of Encryption, decryption of interface files or report distribution is assumed to be a State managed enterprise wide technology function, with guidance from the Accenture team.
TRGR-012	General	Data Management	The system shall provide the ability to Carry forward data encryption to data backups.	F	F	Proposed Technology Plan assumes State uses Oracle RMAN settings to encrypt database backups. Per RFP, we recognize that State already owns Oracle databases licenses that offer the RMAN tool. We expect the State IOT/GMIS team to leverage current data encryption and backup standards in use for the PeopleSoft HCM to comply with this requirement.
TRGR-013	General	Data Management	Apply business rule edits for data/transactions directly entered into the system.	F	F	PeopleSoft applies business rule edits automatically for every transaction that is directly entered into the system, via browser. Same is applicable for batch transactions as well. Any custom rules as deemed necessary can be applied through PeopleCode or record properties.
TRGR-014	General	Data Management	Apply business rule edits for data/transactions directly entered via Employee Self Service/Manager Self Service (ESS/MSS).	F	F	For any transaction that is entered via ESS or MSS, PeopleSoft automatically applies relevant Business Rule edits.
TRGR-015	General	Data Management	Ensure appropriate Legacy Data Evaluation, Data Mapping, Conversion and Validation. Integrator must demonstrate knowledge of the underlying database in HCM9.2 including knowledge of data definitions, and what the data is used for. Describe the methodology for determining what data to convert, how to convert the data, and where to convert the data.	F	FC	AESG conversion tools have been used at numerous PeopleSoft implementations in both public sector and commercial accounts with data volumes of similar and much larger in size. Our Conversion processes and methodology provide accurate data mapping and validation during data migration from legacy systems. As an example, we recently converted over 1.1 million Employee records from a mainframe system to PeopleSoft HCM 9.2 with over 99.8% accuracy, including payroll history. Our AESG Conversion templates for PeopleSoft HCM 9.2 have been developed from our experience in implementing payroll for several states and agencies. These data mapping templates help the State in capturing all data elements required to produce a successful payroll. Data conversion is treated as customization since these processes are custom built, not delivered by PeopleSoft.
TRGR-016	General	Data Management	Apply same business rule edits for interfaced data as applied to transactions directly entered into the system.	F	FC	Accenture development standards recommend the creation of all business logic in the form of reusable functions or routines. These routines are then leveraged by online transactions as well as batch processes. For example, a PeopleCode function developed as a FUNCLIB library can be used by an online transaction as well as an Application Engine program as part of a batch process.
TRGR-017	General	Data Management	Support multiple data-transfer methods (e.g., secure FTP, Web Services, Web Interface), integration models and standard patterns, including, but not limited to: 1) XML; 2) Spreadsheet; 3) Flat file (e.g., ASCII, variable and/or fixed length, and comma-delimited).	F	F	Accenture and PeopleSoft support requested data transfer protocols. We plan to leverage State's current IT investments in various 3rd party tools such as BulletProof FTP, Alchemy as deemed necessary in delivering required features. Where required, Accenture will develop custom interfaces to support State's integration needs that may include Webservices, ASCII flat files or XML.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRGR-018	General	Data Management	Integrate external application interfaces using event-based framework supporting real-time or near real-time data integration.	F	F	PeopleSoft supports both synchronous and asynchronous Web services for real time or near-real time data integration. Accenture interface development experience includes both real time and near-real time integrations such as interfacing with Banks, USPS for address validation and Google CAPTCHA. Real- and near-time data integrations are configured through PeopleSoft Integration Broker. Actual interface that leverages this configuration would be treated as a customization.
TRGR-019	General	Data Management	Integrate with current industry standard scan technologies (e.g., Barcoding, Quick Response (QR) Coding, and/or Radio Frequency Identification (RFPD)).	F	FC	Accenture has extensive experience in QR, Barcoding solutions related to HR, T&L, Finance, Supply Chain and supports integration with various 3rd party tools. To produce Barcodes we use PeopleSoft native reporting features in BIP, SQR etc. The Accenture team has experience setting up integrations with Kronos clocks for T&L (device initiated vs. server initiated), SCM eMarketplace vendor integrations and integrations with HR recruiting solutions like Talemetry. Please refer to Attachment D Cost Proposal Template for additional details. Any additional effort identified beyond what is covered in this cost estimate will be supported through a State approved change control process.
TRGR-020	General	Data Management	Verify and map physical addresses using industry standard APIs.	F	FC	Accenture has experience in implementing standard USPS APIs as well as Google APIs for real time address management.
TRGR-021	General	Data Management	The system shall provide the ability to Support Application Program Interface (API) data definitions and file structures.	F	F	Accenture supports APIS and offers prebuilt APIs such as USPS Address verification, Google Captcha. For interface requirements that need real-time integration with SuccessFactors, we propose the use of APIs. The setup in PeopleSoft Integration Broker would be configuration, but the actual interface that leverages this setup would be considered as a customization.
TRGR-022	General	Data Management	The system shall provide the ability to Support comprehensive edit, validation and balancing controls which prevent incomplete or incorrect data from being processed.	F	F	Event based programming in PeopleCode available to handle comprehensive edits and validations to execute each transaction to be successful and accurate per the defined business rules.
TRGR-023	General	Data Management	The system shall provide the ability to Grant access for authorized users to browse, manage and reconcile erroneous records (e.g., incomplete, suspended) from various interfaces.	F	FC	As part of Interface design, Accenture team will work with the State PeopleSoft and System Admins to develop a comprehensive Security Access Plan that facilitates access to interface files or interface tables. PeopleSoft supports User access to browse interface process results. PS Query can be used to generate reports for reconciliation.
TRGR-024	General	Data Management	The system shall provide the ability to Record disposition of updated/corrected interface records and associated user data.	F	F	In our experience, various States use their incident management or other help desk ticketing systems (or Share Point) to document Interface failures and related record dispositions to resolve and rerun the respective interface. Optionally, as deemed necessary by the State, Accenture can develop a customization to capture record dispositions within the PeopleSoft system.
TRGR-025	General	Disaster Recovery / Business Continuity	The State will continue to utilize the current HCM DR plan throughout and after upgrade / implementation of PeopleSoft HCM 9.2. The system shall be upgraded, implemented and configured to support the State's current DR plan. The project must include participation in the state led initiative to execute the DR plan to test and remediate failover/recover the Payroll application for OPS9.2 HCM / Payroll.	F	F	Accenture HCM / Payroll Technology Architect would participate in State-led DR initiatives to provide input based on the target state solution and architecture. Our Technology planning phase will incorporate and account for State's HA, RAC, Dataguard, backup, recovery processes for IOT/GMIS to meet State RPO and RTO goals with the introduction of Payroll module. We expect GMIS to revise its current DR procedures impacted from Web/App tier migration from Windows to OEL and Oracle RDBMS upgrade.
TRGR-026	General	Integration Architecture	The system shall provide the ability to Comply with the Electronic Payments Association NACHA Automated Clearing House (ACH) Standards.	F	F	PeopleSoft supports electronic payment (also known as ePayment) options for self-service payments. One such example is the eBill Payment.
TRGR-027	General	Integration Architecture	Allow for real-time interfacing with other systems capable of real-time interfacing (i.e., an agency can send a transaction from an external system to be processed real-time instead of waiting for a nightly batch).	F	F	Real time interfacing is achieved through PeopleSoft Integration broker which exposes PeopleSoft business logic as a web service to PeopleSoft or 3rd party systems. PeopleSoft offers both Asynchronous or Synchronous Messaging for such integrations.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRGR-028	General	Integration Architecture	The system shall provide the ability to Support a common notification framework for all external application interfaces with multiple channels (e.g., SMTP, Instant Messaging, SMS).	F	F	PeopleSoft Events and Notification Framework can be configured to trigger emails, alerts, SMS, etc. based on User or system preferred channel that is supported by PeopleSoft.
TRGR-029	General	Integration Architecture	The system shall provide the ability to Extract, transform and load (ETL) data through data integration and data management tools.	F	F	AESG Conversion tools offer the ability to transform and load data from legacy to PeopleSoft system. This proprietary toolset built with PeopleSoft technology does not require the State to acquire expensive 3rd party tools that are typically a one-time use. Accenture provides appropriate file layouts that should be used for data extraction. Accenture would not require the use of any additional 3rd party tools for loads. We use PeopleSoft Data Mover, App Engines, SQRs, and other native tools offered by Oracle along with its database licenses, such as SQL*Loader for data migration. Optionally, State can leverage 3rd party tools for data extraction from its mainframe or other systems. AESG tools extract data from PeopleSoft to produce outbound interfaces and includes standard or common interfaces that augment PeopleSoft delivered interfaces.
TRGR-030	General	Integration Architecture	The system shall provide the ability to Have pre-built and documented integration through ETL tools between the ERP functions/modules and the established open interface file definitions.	F	F	PeopleSoft delivers various pre-built ERP integrations between HCM and Finance modules. For data integration, PeopleSoft offers various tools such as Application engine, SQR, File Layouts, Integration Broker, and Messaging tools. Similarly, State licensed products such as Oracle SQL*Loader can be used for data transformation and loading. Customization would be required where out of the box interfaces do not meet State requirements. For capabilities offered natively by PeopleTools and native Oracle tools, State will have the option to use AESG data load processes for its data migration activities.
TRGR-031	General	Integration Architecture	The system shall provide the ability to Create new routines to transform data.	F	F	PeopleSoft provides the ability to create new routines to transform data for interfaces. Simple data transformations or mappings can be configured through PeopleSoft PSXLAT translate table feature. Creation of new routine is considered a customization.
TRGR-032	General	Integration Architecture	Define and maintain business rules for data transformation through configuration pages.	F	F	PeopleSoft offers various configuration pages that can be used for managing integrations, rules and PSXLAT configurations, an object type within PeopleSoft that does not require coding, rather a simple configuration.
TRGR-033	General	Integration Architecture	The system shall provide the ability to Validate and handle exceptions during transformation.	F	F	Accenture uses the native PeopleSoft error handling framework for integrations to avoid unnecessary customizations and integrates the same with PeopleSoft message catalog. Leveraging this standard framework, any exceptions encountered during transformation will be handled within each interface as well as online transactions. Error handling through message catalog is a configuration, but the actual interface that uses the error message catalog is considered as a customization.
TRGR-034	General	Integration Architecture	The system shall provide the ability to Model the logical ETL(Extract, Transform and Load) process via a Graphical User Interface (GUI).	X	PCTP	AESG Conversion utilities and predefined templates for PeopleSoft offer the ability for rapid data mapping with legacy systems. These templates (Word/Excel) have been developed based on years of our experience with legacy mainframe data mapping activities with PeopleSoft. The AESG conversion utilities offer transformation and load capabilities, but does not offer a Graphical Data Mapper. Alternatively, State offered ETL tools with graphical mapper can be used in conjunction with the AESG data conversion tools.
TRGR-035	General	Integration Architecture	The system shall provide the ability to Apply complex scripted transformations to the data.	F	FC	Accenture Interface standards recommend the development of complex transformations as functions or libraries that are used across all applicable business processes in a consistent manner and help simplify future maintenance. As an example, Accenture uses PeopleSoft FunLib, AppEngine packages, SQRs to develop and reuse complex transformations.

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TRGR-036	General	Integration Architecture	The system shall provide the ability to Perform incremental loads or take advantage of pipelined and partitioned parallelism to meet acceptable processing timeframes.	F	F	Accenture Development Standards consider restart or resume logic as part of its interface design. Similarly, for large volumes we leverage native parallelization techniques offered by PeopleSoft and Oracle tools. Other examples include, multi-threading of AppEngines, parallelization capabilities within the RDBMS and SQL*Loader. Accenture Batch performance management activities apply these techniques to help ensure meeting State processing timelines for critical business processes such as delivering paychecks on time. In cases where we need to keep two systems in sync, following an initial load, we use incremental (delta) loads to facilitate fast refresh.
TRGR-037	General	Integration Architecture	The system shall provide the ability to Execute interfaces with other systems: 1) on a pre-defined schedule; 2) on request of an authorized user; 3) immediately, based on system-defined triggers.	F	F	With native PeopleSoft Process Scheduler or leveraging State's Enterprise Batch Scheduler (contingent on compatibility with PeopleSoft), we can configure jobs to achieve the required outcome. For example: 1) PeopleSoft Process Scheduler executes batches which triggers interfaces with other systems 2) User triggered functions through PeopleCode can execute Interfaces with other systems 3) Custom triggered interfaces based on pre-defined logic
TRGR-038	General	Integration Architecture	Integrate a document repository and/or multiple document repository management systems for use with the ERP system for links and/or attachments.	F	FC	Accenture has extensive experience in integrating PeopleSoft with external Document Management Systems such as FileNet. We have experience in leveraging PeopleSoft HCM as a native document repository where documents are stored either within the Database as a BLOB/CLOB or on the server as a file. Accenture team will work with the State in identifying a mechanism to store HCM 9.2 project related documents. Proposed scope assumes no external (stand alone) document management system or related integration.
TRGR-039	General	Integration Architecture	Implement and establish PeopleSoft Test Framework (PTF) for ongoing use. (PTF automates various tasks within the PeopleSoft application, primarily functional testing. Automating functional testing enables testers to execute more tests with greater accuracy during a shorter time.) Integrator should include experience with training and using PTF or similar tool for the development of test scripts and scenarios during implementation and post go-live.	F	FC	Proposed Test methodology or execution is not dependent on PTF framework or PTF availability as such we plan to leverage AESG Test scripts. Accenture has leveraged PTF extensively at one of our recent Health Clients that is one of the nations largest provider and has been using PeopleSoft for over a decade. Configuration is required for initial PTF setup so it can be used to record different test cases. Building library of test cases requires additional effort by the State and Accenture project team to test State approved customizations.
TRGR-040	General	Archive/Purge	The system shall provide the ability to Configure and manage multiple record retention schedules by functional areas or agencies for designated document types, actions, data history, interface files, etc.	F	F	We leverage PS Data Archive Manager for record retention, or archival to a State preferred external repository such as a file system or an external database. For documents and interface files, we can guide the State IT Admin team to either configure or develop archive processes. Same can be leveraged to purge and free up storage according to State designated schedules.
TRGR-041	General	Archive/Purge	The system shall provide the ability to Purge, archive, and restore inactive, and archived records based on agency-defined criteria.	F	FC	For Data history and transactional data we can leverage the PS Data Archive Manager (DAM). As deemed necessary, custom processes can be developed to restore data that was archived through PS DAM via data mover or SQL*Loader scripts. Refer to the approach outlined in TRCR-025 in the Conversion Tab. Such additional work effort that is beyond proposed scope in Attachment D Cost Proposal Template will be supported through the State approved change control process.
TRGR-042	General	Archive/Purge	The system shall provide the ability to Validate the integrity of the data before and after the archive/purge routine.	F	P	PeopleSoft Data Archive Manager (DAM) provides certain features in support of this requirement. However, in our experience expensive customizations for archiving, purging or restoring data back into PeopleSoft have not proven to provide our Clients proper ROI and further increased the TCO by several folds. With Storage cost becoming almost insignificant compared to the cost of developing these customizations, we are able to achieve same outcome by employing various Storage management and Oracle RDBMS native advanced compression and partitioning techniques. These techniques have been deployed successfully on PeopleSoft implementations that are several folds larger in comparison to the State.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRGR-043	General	Archive/Purge	The system shall provide the ability to Automate data archiving, purging and scheduling with appropriate tools/scripts/documentation.	F	F	PeopleSoft Data Archive Manager (DAM) provides expected features which can be configured and scheduled to run at a desired frequency. Besides configuring DAM for data archival as part of an extension or interface, any additional effort that is beyond proposed scope as outlined in Attachment D Cost Proposal Template will be supported through a State approved change control process.
TRGR-044	General	Archive/Purge	The system shall provide the ability to Preview records to be archived/purged before confirming the process.	F	F	Requested feature can be a step within the PeopleSoft native Data Archiving Manager tool usage strategy. Data can be moved to History tables within the database that can be previewed before purging them. Besides configuring DAM for data archival, any additional effort that is beyond proposed scope as outlined in Attachment D Cost Proposal Template will be supported through the State approved change control process.
TRGR-045	General	Archive/Purge	The system shall provide the ability to Access, query, and report against archived data at a transaction or record level.	F	F	Data archived through PeopleSoft Data Archival Manager to a PeopleSoft table can be accessed through PeopleSoft Query tool with appropriate access controls. Besides configuring DAM for data archival, any additional effort that is beyond proposed scope as outlined in Attachment D Cost Proposal Template will be supported through the State approved change control process.
TRGR-046	General	Archive/Purge	The Vendor shall develop at data archiving strategy to store and provide historical, read only access to all data from the legacy system.	F	FC	Per the approved Data Conversion Plan, all data deemed necessary for the HCM-Payroll Modernization Project will be migrated to PeopleSoft application. Any data that is deemed not necessary for reason such as historic or not relevant can be migrated as is into PeopleSoft as historic archived data. This data can be accessed via PS/Query or SQL tools with appropriate State approved access controls. Refer to the approach outlined in TRCR-025 in the Conversion Tab. Any additional effort that is beyond proposed scope as outlined in Attachment D Cost Proposal Template will be supported through the State approved change control process.
TRGR-047	General	Operations Management	The system shall provide the ability to Support internal or external job scheduling tools to automate administrative tasks, including but not limited to: batch processes, jobs, workflow, reports, queries, etc.	F	PCTP	The PeopleSoft process scheduler allows scheduling various types of PeopleSoft processes on a pre-defined schedule. We use a combination of Jobs, recurrences and Scheduled Job Set definitions to achieve these requirements. Optionally, external job scheduling would require potential integration with State' Enterprise Batch Scheduler of choice. Accenture has experience in integrating with most of the leading Enterprise Schedulers by IBM, Cisco, HP, CA, and BMC that are certified to work with PeopleSoft. Accenture will support State IT Admins in configuring the Batch Scheduling adapter to integrate with PeopleSoft Process Scheduler and expects the State to own and manage External Scheduler implementation. We expect the State 3rd party tools to be certified by PeopleSoft and preferably offer a PeopleSoft adapter or CLI for integration.
TRGR-048	General	Operations Management	The system shall provide the ability to Establish job dependencies and control subsequent job execution based on user-defined orders and priorities in the job scheduling tool.	F	F	PeopleSoft Process Scheduler offers ability to setup job dependencies, control the concurrency, schedule jobs, setup recurrences, etc. Simple cross job dependencies can be managed through job sets and setting up Process Scheduler jobs in a specified sequence for execution. If there is a cross application dependency with other Enterprise jobs, then an enterprise wide scheduler (refer to TRGR-047 above) should be implemented and it would be a 3rd party integration to configure per vendor specific adapter for PeopleSoft.
TRGR-049	General	Technical Architecture	The system shall provide the ability to Deliver content via browser without Active X controls or plug-in support (e.g., Java Runtime Environment and Adobe Flash).	F	F	When accessing PS applications, certified browsers do not require Java runtime environment or Flash to be installed unless specific customizations are developed which would require it otherwise.
TRGR-050	General	General System	The system shall provide the ability to Enable users to incorporate user-defined documentation into system documentation (e.g., user procedures, and business rules) which is accessible in the same manner as vendor provided documentation.	F	FC	The system supports adding a link from the Help page to user-defined documentation, such as training materials created in the State's authoring tool. This user-defined documentation is also searchable within the application. Accenture would support linking to both PeopleSoft delivered documentation and user-defined documentation.

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TRGR-051	General	General System	The system shall provide the ability to Provide on line customizable help to the field level to include help screens and hover text, etc.	F	F	PeopleSoft online help and PeopleTools offer field level properties, hover text and help links with mouseover features on User facing pages. Any specific online help features that are not addressable via PeopleSoft, UPK, or State's current help authoring tools such as Adobe Captivate would require additional effort to create custom documentation or online help.
TRGR-052	General	General System	The system shall provide the ability to Aggregate or roll-up fields (e.g. Leave types, COA elements, etc.)	F	F	PeopleSoft applications offer aggregation and roll-up field features as part of delivered as well for the User to create any necessary customizations by using appropriate reporting Tools. For example, Analytic reports delivered in AB roll up totals by absence and departments. COA elements in PeopleSoft Finance offer query reports.
TRGR-053	General	General System	The system shall provide the ability to Be in compliance with ADA Standards and Section 508 of the Rehabilitation Act.	F	F	PeopleSoft payroll application conforms as outlined in Oracle VPAT as outlined at http://www.oracle.com/us/corporate/accessibility/vpats/vpats-peoplesoft-162942.html
TRGR-054	General	General System	The system shall provide the ability to Ensure appropriate protection and masking of any fields designated as personally identifiable information with access restricted to authorized users by agency, role and responsibility.	F	F	Access to various sensitive data elements via front-end application can be managed through PeopleSoft delivered security setup. It controls page and row level data security by User Group, Business Unit, or Departments through Security permission lists. Protection of such designated PII fields should be managed through the Security Design and Implementation Plan. If specific fields need to be secured, a customization would be required.
TRGR-055	General	Transaction System	Support the definition and use of agency or function-specific data fields (specific system fields are based on agency defined business rules and constraints).	F	F	PeopleSoft Business process logic is flexible enough for executing a rule either across the board or for a particular agency. This can be controlled through agency specific configuration or customization depending on State' security requirements for various Business Units, Departments using row level security, department security trees, and permission lists.
TRGR-056	General	Transaction System	Support use of electronic signatures to initiate or approve a business event through authentication of the user to the system.	F	X	Accenture has experience in configuring PeopleSoft to work with leading 3rd party Electronic Signature products such as DocuSign. Depending on the detailed requirements, a customization will be required to implement electronic signature functionality for business events.
TRGR-057	General	Workflow and UI	Access all functional and technical capabilities of the system via responsive web design.	F	F	User facing elements of PeopleSoft HCM and Payroll 9.2 applications are fully web enabled and offer responsive web interface.
TRGR-058	General	Workflow and UI	Allow user to work simultaneously in multiple application windows.	F	F	PeopleSoft offers the ability to open multiple browser windows and work simultaneously.
TRGR-059	General	Workflow and UI	Have drop-down lists to only show values based on the user's security role. For example, where appropriate, users can only select from chart of account values used within their division.	F	FC	PeopleSoft offers the ability to show a list of values through dynamic drop downs based on different criteria including user role or their assigned division. Access to specific values on specific tables may require customization.
TRGR-060	General	Workflow and UI	Create workflow rules based on organization, dollar amount, commodity code, transaction type, COA element, roles, specified actions, etc.	F	FC	PeopleSoft Application Workflow Engine and Activity Guide provide the ability to create workflows. Optionally, workflows can be created or customized to meet the desired requirements.
TRGR-061	General	Workflow and UI	Allow end users to add ad hoc approvals including forwarding capabilities of various types of workflow transactional data changes for addition approvals.	F	F	PeopleSoft Workflow offers the ability to add various types of approvals on workflow transactions including delegation and multiple approvals for the same transaction based on certain thresholds, etc.
TRGR-062	General	Workflow and UI	Notify approvers when a transaction is waiting for approval and when an approval has been unprocessed for an agency/user defined amount of time, with the option for the user to opt out of these notifications.	F	F	PeopleSoft Workflow provides the approvers a list of pending approvals by agency or requested user. Various delivered PS Queries also offer the requested information. Users will have the ability to opt out of notifications, as desired.
TRGR-063	General	Workflow and UI	Allow for workflow destination to be defined as a queue that multiple users can access and work from.	F	F	PeopleSoft workflow destination can be configured for single or multiple users to receive tasks.
TRGR-064	General	Workflow and UI	Define the amount of time items can remain in pending status, before automatic notification is sent to the approver's alternates.	F	F	The amount of time that an activity can remain Pending is configurable and PeopleSoft would send notifications to the Approvers or Alternates when a threshold is exceeded.
TRGR-065	General	Workflow and UI	Allow delegation of approval authority to another user for a specified period of time (to cover vacations/absences).	F	F	PeopleSoft Workflow offers delegation as an out-of-the-box feature. Proxy role delegation can be assigned with an expiration date and the delegated users should be at the same level. When a proxy has been assigned to an alternate user, they will see the work items assigned in their work list per the delegated activity.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRGR-066	General	Workflow and UI	Create/run a report of pending items by agency, business unit, manager/supervisor, etc. and approver.	F	F	Reports and queries delivered by PeopleSoft offer requested reporting capabilities. Custom reports or queries can be created per State requirements.
TRGR-067	General	Workflow and UI	Allow parallel and sequential electronic routing of documents for approval and/or other tasks through Workflow. Including notifications back to initiating user when approvals are made, with the option to opt out of these notifications.	F	F	PeopleSoft Workflow engine routes documents based on the business rules and triggering events and assigns related tasks to appropriate users. Recipients of various Workflow notifications have the ability to opt out of notifications.
TRGR-068	General	Workflow and UI	Ensure when a workflow item is rejected, it is return as designated by business rules to the appropriate user and that all contents of the transaction are provided as submitted with additional comments or reason for rejection incorporated.	F	FC	PeopleSoft work flow items rejected by an approver can include reasons for rejection or additional comments and follows the business rules configured for that specific event. Configuration of business rules for rejection would require custom workflow setup that meets State requirements.
TRGR-069	General	Workflow and UI	Notify downstream users (i.e., both originator and other approvers) when an upstream approver makes changes to a document before approving the document.	F	F	As delivered by PeopleSoft workflow engine, when a document is modified by an upstream user, workflow approver(s) as well as the originator of the specified task are informed of the update.
TRGR-070	General	Workflow and UI	Allow for the display of the status of items submitted to a Workflow at any time.	F	F	PeopleSoft offers display of workflow item status in real time.
TRGR-071	General	Workflow and UI	Allow reassignment of individual documents assigned to a user for review by another user, or mass reassignment (i.e. to handle the situation when a user transfers or leaves).	F	F	PeopleSoft out-of-the-box functionality offers reassignment. One such most frequently used example includes the Time Report Reassignment workflow. When such transaction is assigned to a different approver through the Reassignment page to a different approver, the system sends the new approver a notification.
TRGR-072	General	Workflow and UI	Allow steps in the Workflow to be bypassed by allowing approvers higher in the approval chain to approve transactions before the transaction is approved by a user who would normally be next in the Workflow sequence. This capability would be at the agency discretion based on agency-defined business rules (e.g. type of approval, approver involved, etc.)	F	FC	PeopleSoft workflow rules can be configured to accomplish the desired outcome by specifying appropriate rules of approval and sequencing related to each Business process that requires such capability.
TRGR-073	General	Workflow and UI	The system shall provide the ability to Filter and sort task lists based on user-defined criteria.	F	F	PeopleSoft Workflow offers the ability for a system user to apply custom filters as well as sort task lists to individual user preference or objective.
TRGR-074	General	Workflow and UI	Allow users to schedule and postpone (or "snooze") notifications for tasks and/or workflow items needing attention based on user-defined criteria. This includes follow-up reminders/alerts.	F	F	PeopleSoft Workflow offers the user with the ability to snooze notifications as an out-of-the-box feature. PeopleSoft also offers various workflow reminders related to pending or due tasks.
TRGR-075	General	Workflow and UI	Integrator should describe their experience in helping OPS users transition from the current HCM UI (Classic) to the "fluid" tile-based UI that is more conducive to work with smartphones, tablets, and other PDAs.	F	FC	Accenture has conducted Fluid UI assessments at multiple States and is able to bring that experience to Indiana. Some of these states where we performed such an exercise are in a similar situation as Indiana where PeopleSoft HCM has been live for many years and several that are taking their initial steps toward their Journey to the Cloud. Please refer to TRDR-001 response in 'Development Requirements' tab for additional details on Fluid.
TRGR-076	General	Implementation Security - All Implementation Team Personnel	The Vendor shall identify all personnel to be involved in the project before commencing work.	F	F	Accenture identified all key personnel to be involved in the project. All other resources would be identified before commencing work.
TRGR-077	General	Implementation Security - All Implementation Team Personnel	The Vendor shall immediately identify those personnel who permanently leave the project.	F	F	Accenture complies with this requirement; it is part of standard Accenture offboarding and Client Data Protection procedures.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
TRSR-002	Security	Application Security	Restrict view/read only capabilities to data by role defined criteria (e.g., user id, user group, agency, and division).	F	FC	Delivered PS Security would address the requirement or security could be customized for any special needs. PeopleSoft row level security and data permissions would be configured using delivered or AESG Permission Lists. Security to manage custom objects or other customizations is considered a customization.
TRSR-003	Security	Application Security	Restrict update/refresh/delete capabilities to data to specific users or source systems.	F	F	Requested capabilities are enforced through native PS Security permission lists assigned to Users or Groups that could represent a set of Users related to a Source System. Further, we would address the requirement or Security with custom permission list for any special needs.
TRSR-004	Security	Application Security	Allow a user to have multiple agency defined roles, while maintaining appropriate separation of duties.	F	F	PeopleSoft security framework permits the use of multiple agency defined roles without customization. Separation of duties are enforced through Security design and we would design it in conjunction with the State or Agency Security SMEs. Further, we would address the requirement or Security with custom permission list for managing custom objects, as deemed necessary.
TRSR-005	Security	Application Security	Allow a user to have access to multiple organizations and business units with potentially different roles.	F	F	PeopleSoft Business Unit and Departmental Security tree structures would facilitate the required features. AESG Security configuration will be the starting point to design application security across all modules. Current HCM security would be leveraged where feasible to design and implement 9.2 Security. Security design phase would provide the opportunity to work with State Security SMEs in designing system access.
TRSR-006	Security	Application Security	Access business functionality, rules and Workflows based upon a user's role.	F	F	Workflow and related business functionality are managed through the assignment of appropriate PeopleSoft security permission lists that in turn control the access to various business functions.
TRSR-007	Security	Application Security	Have role-based security at the record, page, transaction type, and module levels.	F	F	PeopleSoft native security framework is designed using role based security that leverages security permission lists to control access to records, pages, components, and transactions related to a module. State Security Plan would be designed using this as base framework.
TRSR-008	Security	Application Security	Have security standards to comply with the Statement on Auditing Standards (SAS), Audit Considerations Relating to an Entity Using a Service Organization.	F	F	The solution would be developed with adherence to all the pertaining auditing standards leveraging PeopleSoft Audit framework.

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TRSR-009	Security	Application Security	Delegate proxy roles to other users with an expiration date, and ability to notify user of new proxy right.	F	F	PeopleSoft offers proxy delegation of roles to other users that are at the same level, with an expiration date. The users would not get the notification when the proxy role has been assigned to them, however they would see the work items assigned in their work list.
TRSR-010	Security	Application Security	Optionally prevent users from approving transactions initiated by them, based on module and state/agency defined rules, includes but not limited to transactions related to time, pay and leave balance adjustments.	F	F	Transactions identified with specified requirement can be enforced as part of the SOD specification per the Security Plan.
TRSR-011	Security	Application Security	Vendor will create an MSWord-based written strategy with supporting spreadsheet or flowchart of roles.	F	F	Accenture Security artifacts consists of a Security design document in Word. Other artifacts include an Excel spreadsheet consisting of various roles, permission lists, users, groups, and other security attributes that are mapped specifically for the HCM-Payroll Modernization Project.
TRSR-012	Security	Application Security	Vendor will make best practice recommendations (9.2 Version) for how to set up PeopleSoft security (permission lists/roles) to fit the SOI environment and meet all state requirements.	F	F	Our Security Plan includes review of best practices derived from Accenture's experience with public sector PeopleSoft projects, specifically recent HCM 9.2 projects.
TRSR-013	Security	Application Security	Vendor will suggest strategy for ongoing maintenance and support of security configurations for HCM/Payroll.	F	F	The Accenture team uses a holistic approach to analyzing, reviewing, and planning security architecture requirements of the State. Security is an integral piece of each phase of the Accenture Delivery Methods. We would review current PeopleSoft Security Architecture and prioritize security concerns in the following order: people, policy and business process, and then technology. This order of priority considers job functionality and business needs as the highest priority to confirm that security does not have a negative impact on production or SOI delivery of HCM and Payroll services. We would strategize implementation as well as ongoing maintenance and support of security.
TRSR-014	Security	Application Security	Security configuration should meet all recommended and required segregation of duties across HR and Payroll functions.	F	F	Accenture Security plan accounts for the SOD policies of the State for applicable business processes and assigning critical duties. For example our SOD check lists consists of assignment of privileged roles such as PS Admin, ALLPAGES, HCPPALL, process groups, creation and approvals by same user, query access groups, row level security and many other PeopleSoft security privileges that impact SOD policies. We would provide guidance on adopting similar SOD parities within the State managed IT infrastructure, in areas such as Database Vault, potentially used in association with PeopleSoft HCM.
TRSR-015	Security	Application Security	Vendor will evaluate control risk to ensure that staff have appropriate levels of security for their role and to meet internal controls.	F	F	Accenture Security design would ensure assignment of right level of security to each PeopleSoft User by applying applicable and relevant internal security controls related to the individual role or groups.
TRSR-016	Security	Implementation Security - All Implementation Team Personnel	All currently identified personnel shall successfully complete all Indiana Auditor of State-required annual Security/Confidentiality training. Any failure to complete by the deadline will result in suspension of the non-compliant users' network ids and a suspension of payments to Vendor until rectified.	F	F	Accenture project staff would complete all the required annual training prescribed by the client. This is an inherent step within Accenture's Client Data Protection Policy.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSR-017	Security	Implementation Security - All Implementation Team Personnel	Contractor network accounts shall be re-certified quarterly.	F	F	Accenture would follow Indiana State re-certification process and have all network accounts recertified on a desired frequency. Client re-certifications policies are part of Accenture internal Client Data Protection procedures.
TRSR-018	Security	Implementation Security - On-site Implementation Team Personnel	All on-site Vendor personnel shall exchange email with off-site workers using Indiana State issued email accounts.	F	F	Accenture project team at on-site would be required, per policy, to exchange all email communications pertaining to the project via Indiana State issued email accounts. This is another inherent step within Accenture's Client Data Protection Policy.
TRSR-019	Security	Implementation Security - Off-site Implementation Team Personnel	All off-site Vendor personnel shall exchange email with on-site team using on-site team members' Indiana State email accounts.	F	F	Accenture project team at off-site would be required, per policy, to exchange all email communications pertaining to the project via Indiana State issued email accounts. This is another inherent step within Accenture's Client Data Protection Policy.
TRSR-020	Security	Implementation Security - Off-site Implementation Team Personnel	All off-site Vendor personnel shall not share Indiana State remote access accounts with other off-site team members.	F	F	Accenture off-site personnel would not share remote access accounts. Each user would use own individual account for remote access.
TRSR-021	Technical	Enterprise Security	Create a report of logins and activities by user or group of users, by a user-defined timeframe.	F	FC	PeopleSoft is capable of providing reports related to user logins. Pertaining report would be produced based on report requirements with regards to associated activity. PeopleSoft does not offer a single such report out of the box and it needs to be developed as a custom report. All associated custom report work effort would be drawn from the bucket of hours proposed for custom reports.
TRSR-022	Technical	Enterprise Security	Generate a formatted report of attempts to enter invalid credentials or other security violations within the system.	F	F	PeopleSoft provides security reports about user activity including failed logins. Pertaining reports would be configured based on client's requirements. Authorized users can leverage PeopleSoft PSACCESSLOG information for required information.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSR-023	Technical	Enterprise Security	Comply with Payment Card Industry Data Security Standard (PCI DSS).	F	P	Credit card numbers encrypted through PeopleTools pluggable cryptography with 3DES 168-bit keys stored in Oracle database helps organizations comply with section 3.6 of the PCI Data Security Standard (PCI-DSS). As State owns Oracle Advanced Security (OAS) software, we assume GMIS will continue to use OAS for PeopleSoft environments to conform with State compliance policies. Any incremental OAS Software licenses to support incremental hardware for the Payroll Modernization project should be procured and provisioned by the State. Similarly, we assume State owned and operated data center firewalls, encryption of network transmissions, anti-virus software, and physical access to data will continue to be in effect for PCI compliance. As PeopleSoft Payroll module will be implemented within the existing PeopleSoft HCM instance, State PCI DSS security practices and policies in play at this time for the PeopleSoft HCM would be extended to the Payroll system, implicitly. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality.
TRSR-024	Technical	Enterprise Security	Comply with Health Insurance Portability and Accountability Act (HIPAA).	F	P	Accenture will follow HIPAA guidelines and policies as adopted and mandated by the State, for the duration of the contract. For the enforcement of segregation of duties (SOD) as specified in HIPAA and adopted by the State, we assume the use of State's existing Oracle Advanced Security (OAS) software licenses and features such as Database Vault that offer out of the box security profiles for DBAs. Since PeopleSoft payroll module will be implemented within the existing PeopleSoft HCM instance, State HIPAA security practices and policies in play at this time for the PeopleSoft HCM would be extended to the Payroll system, implicitly. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality.
TRSR-025	Technical	Enterprise Security	Comply with Health Information Technology for Economic and Clinical Health Act (HITECH).	F	P	Accenture assumes that the State's existing PeopleSoft HCM configuration adheres to HITECH standards and regulations and will ensure that any new components introduced as part of our solution will be integrated into existing framework in a manner that maintains that compliance. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSR-026	Technical	Enterprise Security	Comply with IRS Publication 1075 (Tax Information Security Guidelines for Federal, State and Local Agencies) and other IRS safeguarding requirements.	F	P	Accenture assumes that the State's existing configuration adheres to all pertaining standards and regulations, including IRS Publication 1075, and will ensure that any new components will be integrated into existing framework in a manner that maintains that compliance. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality. State team that is responsible in managing such compliance would be trained and granted access to use the AESG Data Obfuscation Tool to meet related objectives
TRSR-027	Technical	Enterprise Security	Comply with General Data Protection Regulation (GDPR) for data protection and privacy.	F	P	Accenture will help in ensuring all PII data and other data subject to privacy controls are protected according to GDPR regulations. Accenture maintains a strict Client Data Control program which is employed during Accenture engagements and assures safeguarding of clients' data and adherence to regulations such as GDPR. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality.
TRSR-028	Technical	Enterprise Security	Comply with latest Federal Information Processing Standard (FIPS) for cryptographic modules.	F	F	In order to comply with FIPS, Accenture assumes that State GMIS team would continue to use Oracle Transparent Data Encryption (TDE) and other storage level or at rest encryption tools that are in use at this time for the PeopleSoft HCM or Finance environments. Accenture would work with the State IT and DBA teams to ensure setting the initialization parameters appropriately, for example set DBFIPS_140 to TRUE for all required environments. Since critical environment controls in fulfilling this requirements are currently owned and managed by the State, Accenture is able to satisfy this requirement partially through extending configuration of available solution functionality.
TRSR-029	Technical	Enterprise Security	Support digital certificates.	F	F	PeopleSoft natively supports various digital certificates from popular CAs and related technologies such as SSL/TLS encryption on Web Servers, WS-Security for Integration gateways, Nonrepudiation and certificate based node authentication for Application Servers.
TRSR-030	Technical	Enterprise Security	Support trusted access to approved partner system functions (such as with banking systems).	F	F	Accenture standard integration framework and Client Data Protection process natively deploy trusted access mechanisms with external entities such as banks and insurance carriers. These include centralized file transmission server or portal, deploying certificate based authentication and other EDI standards.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSR-031	Technical	Enterprise Security	Log incidents of security violations within the system, capturing: 1) Data/Time; 2) User ID; 3) IP address; 4) Original and Changed Value; 5) Action and trace; 6) Failed attempts to complete the user action; 7) Agency user or program initiating the interface; 8) Function for which unauthorized access was attempted; 9) Completion Status.	F	F	PeopleSoft security framework provides the ability to capture and log required security elements via PSACCESSLOG record, Web Server access logs. Auditing is highly configurable to capture original and changed values at transaction level. Granularity of such information can be configured for logging to meet State's requirements.
TRSR-032	Technical	Enterprise Security	Ensure report and ad-hoc query results are subject to the system security model such that users cannot access data through reports and queries for which they are not authorized in the operational system.	F	F	Query security would be implemented ensuring that only authorized users have access to data generated by reports and queries.
TRSR-033	Technical	Enterprise Security	Support federated Security Identity and Access Management as part of the solution (e.g., SAML).	F	FC	Accenture will assist the client with integration of the new module into its IAM and SAML infrastructure using versions supported by PeopleSoft/Tools version considered for the HCM-Payroll Modernization Project.
TRSR-034	Technical	Enterprise Security	Encrypt data at rest using industry standard mechanism.	F	FTP	In order to comply with this requirement, Accenture assumes that State GMIS team will continue to use Oracle Transparent Data Encryption (TDE) and other storage level or at rest encryption tools that are in use at this time for the PeopleSoft HCM or Finance environments. Accenture will work with the State IT and DBA teams to ensure configuring TDE for all applicable database environments. Refer to TRGR-011 regarding our approach for handling encryption for interface files.
TRSR-035	Technical	Enterprise Security	Encrypt data in transit using industry standard mechanism.	F	F	Our solution utilizes https, SFTP/FTPS, SSL, TSL for in transit encryption. We plan to work with the State in using it's Enterprise wide tools that would replace AOSINDYNAS, AOSINDYFTP Bulletproof FTP, and Alchemy to deliver these features.
TRSR-036	Technical	Enterprise Security	Establish clear security controls at each tier/layer clearly demarcating Web / Application / Database / SOA Services.	F	F	Accenture would follow Indiana State standards regarding security controls and each tier/layer.
TRSR-037	Technical	Enterprise Security	Inquire and report on individual user IDs and user profiles by system administrators.	F	F	AESG security features offer identifying PeopleSoft privileged security attributes such as Admin, ALLPAGES, SYSADM, Administer_Securiy and Application Designer in Production for Security auditing and reporting.
TRSR-038	Technical	Enterprise Security	Provide the ability for system administrator and/or other authorized user to define the allowable period for user inactivity while logged on.	F	F	Appropriate timeouts would be configured as per requirements.
TRSR-039	Technical	Enterprise Security	Grant user access based on the concept of least privilege.	F	F	The least privileged principal would be followed when assigning users' access rights. Users would be limited to the duties that they require to perform their job duties by permission lists, roles and SOD policies.
TRSR-040	Technical	Enterprise Security	Classify data according to state-defined data access classification levels.	F	F	We work closely with the State Security staff during planning phase to review Payroll Business Process and applicable PeopleSoft data elements in the context of the proposed solution to confirm that the SOI payroll data is appropriately categorized.

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TRSR-041	Technical	Enterprise Security	Restrict user access to read/write data by state-defined data classification levels.	F	F	PeopleSoft Security framework protects personal and private information using role based access controls. This helps the State in defining data access controls by these roles for read or write access.
TRSR-042	Technical	Enterprise Security	Interface security logs and security violation incidents to security monitoring tools.	PN	FTP	Accenture will assist the client with integration of the logs into an existing security monitoring tool or State's Enterprise SIEM. Accenture proposed solution does not include any SIEM products, and assume the use of State licensed tools to meet this requirement.
TRSR-043	Technical	Enterprise Security	Lead efforts to facilitate the identification of necessary security access roles and appropriate access levels.	F	F	Accenture would define roles and definitions of user access roles providing application capabilities. Access to the application would be governed by authorization mechanisms available, natively with the solution and would be based on role/groups/access lists
TRSR-044	Technical	Enterprise Security	Support single sign-on capability within OPS9.2 HCM.	F	F	Accenture would support with configuring or updating the configuration of existing Single Sign On capabilities to work with State's HCM 9.2. We consider SSO as 3rd party non-PeopleSoft solution.
TRSR-045	Technical	Enterprise Security	Support multi-factor authentication linked to active directory.	X	P	Accenture will support configuring or updating the configuration of Apsian MFA solution as it pertains to working with PeopleSoft 9.2 Payroll module. Accenture assumes that Apsian is implemented and integrated with PeopleSoft HCM current environment, prior to 9.2 project. MFA, AD and Apsian are considered as 3rd party, non-PeopleSoft solutions that either exist or are to be implemented by the State. Proposed solution or Bill of Materials do not include an MFA product or licenses.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSLR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
TRSLR-002	Service Level	Solution Capacity - Concurrent Users	The System shall support at least 1,000 concurrent internal payroll users	F	F	In Accenture's experience PeopleSoft Payroll system has been proven to support expected concurrent payroll users. During infrastructure capacity planning phase we would work with the State to define concurrency metrics.
TRSLR-003	Service Level	Solution Capacity - Concurrent Users	The System shall support at least 35,000 concurrent internal employee users (ESS time entry, ESS benefit open enrollment).	F	F	In Accenture's experience PeopleSoft architecture supports requested concurrent users. Proposed infrastructure to support these user volumes is based on our experience in implementing PeopleSoft HCM at several other States of similar as well as bigger by volume. Concurrent User definition and estimates would be re-assessed with the State in preparation for the System Performance Plan. As deemed necessary by the State, infrastructure capacity can be adjusted to meet user concurrency. Accenture would work with the State infrastructure team in meeting and delivering this requirement.
TRSLR-004	Service Level	Solution Capacity - Employee Payroll Processing	The System shall support at monthly, quarterly and annual payroll processes for at least 40,000 active state employees with an average annual turnover rate of 25%.	F	F	In Accenture's experience PeopleSoft architecture supports expected concurrent users. Proposed infrastructure to support these user volumes is based on our experience in implementing PeopleSoft HCM at several other States of similar as well as bigger by volume. Concurrent User definition and estimates would be re-assessed with the State in preparation for the System Performance Plan. As deemed necessary by the State, infrastructure capacity can be adjusted to meet user concurrency. Accenture would work with the State infrastructure team in meeting and delivering this requirement.
TRSLR-005	Service Level	Solution Capacity - W2s	The configured system shall support at least 50,000 W2s with annual tax filings	F	F	Proposed infrastructure to support requested W2 volumes is based on our experience in producing similar as well as much bigger volumes at other public sector implementations.
TRSLR-006	Service Level	Solution Capacity - Data Retention	The configured system shall store data (i.e. account, filings, correspondence) for each employee for 20 years within OPS9.2 HCM.	F	F	Proposed storage accounts for the one-time conversion of historic data and up to 3 years of operational storage for all environments required for a successful payroll conversion and operations. Accenture would refine the storage assumptions during planning phase for historic correspondence data which varies widely from Client to Client based on their retention policies, formats, image density, etc. However, IOT/GMIS should be able to scale the storage to support 20 years worth of data.

Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRSLR-007	Service Level	Required Service Levels - Response Time (1)	The configured system shall respond to user input within 3 seconds for 99.9% of transactions based on the recommended future infrastructure.	F	PCTP	Proposed Infrastructure Plan is based on our experience at numerous similar and much larger implementations. We would guide GMIS in architecting the hardware in support of State's performance objectives and review how other states and cities are addressing and measuring these SLAs. Performance testing, management and operations of all proposed project infrastructure is expected to be a State owned and managed activity. Accenture would provide guidance for PeopleSoft payroll performance management to help State meet its performance goals. For example, the State DBA team is expected to support developers in performing activities such as creation of additional indexes, SQL tuning, running stats, placing hints, etc. Accenture assumes that State owns and manages the performance test tools such as LoadRunner and all underlying infrastructure in support of performance test results and on-going management.
TRSLR-008	Service Level	Required Service Levels - Response Time (2)	The configured system shall respond to user input within 2 second for 99.8% of transactions based on the recommended future infrastructure.	F	PCTP	Please refer to the response, TRSLR-007 above.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F1 - Technical Proposal - Technical Requirement Template

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TRRQR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
TRRQR-002	Query and Reporting	Reporting	Build ad-hoc queries to report on any fields in the ERP system using one or more combinations of different criteria.	F	FC	PeopleSoft native reporting tool, PS/Query provides the ability for authorized users to build queries. This no code and browser based graphical tool will allow users to build ad-hoc PS/Queries. Prompts can be created to provide inputs and apply different criteria to produce expected PS/Query results. NOTE: Creation of new queries are considered customization. Refer to Attachment D Cost Proposal Template for additional details. Any queries identified beyond what is covered in this cost estimate will be supported through a State approved change control process.
TRRQR-003	Query and Reporting	Reporting	Report the number of transactions processed by transaction type and user within a user-specified period of time.	F	F	An authorized PS/Query user can create a simple query for required transactions using PeopleSoft standard fields such as Operator ID, Last Update Date and Time for required transaction or transaction types.
TRRQR-004	Query and Reporting	Reporting	Support standard federal and state government reporting requirements in all ERP functions covered by this RFP and ability to change rules as needed.	F	FC	PeopleSoft delivers and supports most North America Federal, State and local government reporting requirements and provides the ability to change rules as needed through customization or extension. Please refer to the Attachment D Cost Proposal Template for proposed RICFEW related work effort. Any additional work effort beyond what is covered in the cost proposal would be supported by following State approved change control process.
TRRQR-005	Query and Reporting	Reporting	Allow users to share saved personalized reports and ad-hoc queries (e.g., include any personal reports authorized by one user for use by a second user, on the second user's personal reports list).	F	F	PS Query allows authorized Users to develop ad-hoc queries and make them sharable by other users. This is also referred as PUBLIC queries. PS Query also allows authorized Users to share saved personal and ad-hoc queries by using Copy to User feature.
TRRQR-006	Query and Reporting	Reporting	Have drill down capability from summary balances to the supporting detail transactions and drill up from the detail transaction to the summary balance.	F	F	PeopleSoft nVision reporting tool offers the required functionality by giving the ability to export data into a Microsoft Excel spreadsheet, in a form that helps user to explore details and analyze the data.
TRRQR-007	Query and Reporting	Reporting	Support export of query and report results to: 1) External Databases; 2) ASCII Files; 3) Spreadsheet format (.xls or .xlsx) with option to output data only; 4) Text Files (.txt); 5) Other Presentation formats (e.g., PDF format); 6) Standard portable flat file formats (e.g., xml, comma delimited, and tab delimited) with option to choose delimiter; 7)Word Processing format (.doc or .docx); 8) XML formats; 9) Web; 10) smart devices.	F	F	Requested formats are supported with the use of PeopleSoft Query, BI Publisher and other PeopleTools. The default output formats offered by PS Query include Text, CSV, HTML, Excel, and XML formats, which in turn can be used to address other format requirements. Customizations may be required to format report content by the importing or receiving entity.
TRRQR-008	Query and Reporting	Reporting	Distribute reports by a variety of methods including: 1) Secure email with encryption; 2) Fax; 3) Printing 4) File Share (e.g. SharePoint), 5) SFTP.	FN	P	PeopleSoft provides the ability to distribute reports via requested formats. Automatic ingestion to SharePoint or distribution through SFTP would require the State infrastructure administration team to configure report destinations that leverage network file shares or FOIP (Fax Over IP). Automated printing or advanced encryption to secure emails will require additional setup by the State Infrastructure team. Depending on the detailed requirements related to automated faxing or receipt management, State should consider additional 3rd party tools such as Merkur by Edict Systems that offers PeopleSoft certified EDI software in support of various distribution protocols. End-to-End automation of report distribution outside of PeopleSoft is considered additional scope and project team would follow the standard change control process.
TRRQR-009	Query and Reporting	Reporting	Support creation of charts including but not limited to the following from the reporting tool: 1) Line Graphs; 2) Pie Charts; 3) Stacked bar charts; 4) Min/Mid/Max line graphs; 5) Regression lines; 6) Graphic organizational charts.	F	FC	BI Publisher and PeopleSoft nVision reporting tools offer the required functionality by providing data in XML or Microsoft Excel spreadsheet format and helps user to explore details and analyze data through various graphical charts.

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TRRQR-010	Query and Reporting	Reporting	Allow users to change fonts, highlight items or sections, and limit data on reports.	F	F	PeopleSoft native reporting tools such as BI Publisher, SQR offer a large variety of fonts, highlighting items or specific sections of a report, including conditional formatting. Further, tools such as PS/Query provide the ability to restrict report output to not exceed configurable maximum number of records.
TRRQR-011	Query and Reporting	Reporting	Provide detailed self-service user portal activity reports by data element as well as by branch, agency, org unit, etc.	F	FC	Self-Service User activity reports that do not address the requirement would be created as a custom BI or PS/Query. Please refer to the Attachment D Cost Proposal Template for proposed work effort. Any additional work effort beyond this work effort would be supported by following the State approved change control process.
TRRQR-012	Query and Reporting	Reporting	Provide detailed transactional audit reporting with user ability to identify fields for detailed audit tracking capability.	F	FC	Select transaction level Audit reports that do not address the requirement would be addressed through creation or customization of PS/Query or report. Please refer to the Attachment D Cost Proposal Template for proposed RICFEW work effort. Any additional work effort would be supported by following State approved change control process.
TRRQR-013	Query and Reporting	Reporting	Create user defined dashboard display of report content across the OPS9.2 HCM database.	F	FC	Based on detailed specifications, a custom BIP Dashboard can be created to meet this requirement. Refer to Attachment D Cost Proposal Template for additional details. Any reports identified beyond what is covered in this cost estimate will be supported through a State approved change control process.
TRRQR-014	Query and Reporting	Reporting Requirements Reference	The Vendor shall analyze the need for reports and queries defined throughout the RFP.	F	FC	Our Adopt phase includes a review of reports and queries planned for delivery as part of this project. Refer to Attachment D Cost Proposal Template for additional details. Any reports identified beyond what is covered in this cost estimate will be supported through a State approved change control process.

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Tracking #	Category	SubCategory	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
TRIR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
	Technical	Interfaces - General	All interfaces shall be maintained and operated in a secure fashion. File read will be decrypted in memory. Files shall be encrypted before they are written. The System must also provide a utility to allow us to decrypt the file for troubleshooting.	F	X	Interface files can be encrypted before they are made available to the recipient. In memory encryption, that is encrypting PeopleSoft interface files before writing to disk would require complex customization. Instead, this requirement can be met by writing files to a secure location where the underlying storage is already encrypted or encrypting individual file with recipient's public key. During planning phase, Accenture will work with the State to review it's new file encryption software (Replacement of BulletProof) for encrypting/decrypting PeopleSoft interface files. Accenture has strong experience in leveraging a rich set of PeopleSoft functions, common libraries for file encryption and decryption. These PeopleSoft systems where Accenture implemented automated encryption technologies house data of over half a million employees and have been in production for over a decade. We assume the State's technical team to manage encryption and decryption operations. As such, implementing end-to-end automated encryption solutions would be considered additional scope.
TRIR-003	Technical	Interfaces - General	All existing interfaces shall be implemented so as not to cause unwanted additional work (other than testing) for Indiana Auditor of State's partners. Existing file formats shall be used for existing interfaces unless the partner agrees to update the interface within the System Modernization mandated timeframes.	F	FC	From Accenture experience in implementing PeopleSoft payroll for various states and other public sector entities, we bring our AESG interface file layouts that would help the State standardize and reduce implementation effort for common external interfaces such as Banks and IRS. We further leverage PeopleSoft out of the box payroll interfaces that would help in eliminating customizations. As part of our interface planning, Accenture will work with the State in finalizing the file formats and State obtaining partner commitment towards proposed project timeline.
TRIR-004	Technical	Interfaces - General	The System shall utilize the State of Indiana interface technology and standards for moving files through the processing environment. Any interface not using the technology and standards shall move via SFTP protocol.	F	FC	Accenture Interfaces support the use of SFTP for secure file transmissions, where it is mandated by the State. Accenture would leverage State's current interface file transmission architecture including BulletProof and external file transmission that may require file encryption. Accenture will plan to provide the interface files needed for the State to provide them to its internal and external partners via current file transmission channels and processes. This would help the State in reducing or eliminating unnecessary custom work and leverage IOT/GMIS processes in use for PeopleSoft HCM or Finance at this time.
TRIR-005	Technical	Interface Requirement Reference	The Vendor shall analyze the need for interfaces defined throughout the RFP for inbound, outbound AOS / IOT, outbound agencies, and outbound third parties.	F	FC	Accenture cost estimate for the development of RICEFW is based on our review of the interfaces needed for PeopleSoft Payroll. We will use PeopleSoft and AESG standard interfaces for common outbound interfaces to reduce interface maintenance. Refer to Attachment D Cost Proposal Template for additional details. Any reports identified beyond what is covered in this cost estimate will be supported through a State approved change control process.
TRIR-006	Technical	Interfaces - General	The vendor shall support the interfaces that will be necessary to move data between the third parties including but not limited to Benefit TPAs and SuccessFactors. There may be additional interfaces required.	F	FC	In addition to the approach outlined in TRIR-004, we will provide all PeopleSoft payroll interface file destinations for IOT/GMIS to implement required processes for handling respective distributions to third parties. Any additional interface work effort identified outside of the proposed scope will be supported by following a State approved change control process.

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TRCR-001	Overall	State of Indiana	All requirements below must be accomplished in a manner that complies with all state of Indiana technology standards described and referenced online at the following link https://www.in.gov/iot/2394.htm .			
TRCR-002	Technical	Data Conversion - General	The Vendor shall lead the conversion of historical AOS data as described in the data conversion detail tab.	F	FC	Accenture would partner with the State Conversion lead for work stream related activities. Accenture would lead definition of the conversion approach, data mapping of the AOS data load program design, build and test, and execution of the mock conversions. The State would lead the creation and testing of the AOS data extracts, validation, and data cleanup efforts. The State would participate in the definition of the approach, data mapping, and execution of the mock conversions.
TRCR-003	Technical	Data Conversion - General	The Vendor conversion methodologies shall support the conversion of historical AOS data as described in data conversion detail tab.	F	FC	The AESG conversion methodology applied would help in bringing relevant historical data to the new system. It that historical data passes applicable business edits/rules and is usable for transactional purpose in the new system to produce valid payroll results.
TRCR-004	Technical	Data Conversion - General	The Vendor shall provide data conversion documents including, but no limited to, Data Conversion Plan, Data Conversion Schedule, Data Conversion Task List and Data Conversion Risks List	F	FC	As part of AESG conversion ,methodology, our Mock Test conversion plan document lays out the number of work units, number of mock conversions, technical environments, and exit and entry criterion into mock conversions.
TRCR-005	Technical	Data Conversion - General	The Vendor shall work with state resources in data conversion and in resolving data issues during the conversion.	F	FC	The State will lead the data cleansing efforts with assistance from Accenture.
TRCR-006	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall conduct a data validation against all identified data sources to identify the data that need to be cleansed and corrected.	F	FC	AESG conversion utilities provides data quality issue reports at the right level granularity for each conversion work unit. These reports will be utilized for data cleansing. The State will lead and perform the data cleansing activities.
TRCR-007	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall provide a prioritized list of data elements to be cleansed.	F	FC	AESG Conversion utilities provide a prioritized list of data elements to be cleansed. Once a conversion work unit is built and incorporated, we will provide metrics around criticality of a specific issue against overall data quality. These metrics can be used to prioritize the data cleansing list.
TRCR-008	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall provide tools, processes and automation to support the data conversion services.	F	FC	AESG conversion utilities are proven tools to convert large volumes of complex data. These tools have built-in capabilities for file validation, staging, cross validation across multiple work units, transformation, autonumbering, table loads and reconciliation. Besides many other conversion specific features, AESG also offers parallel loads and automatic index maintenance.
TRCR-009	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall produce a data mapping schema for the data sources being used for conversion into the new Payroll system including but not limited to UAT and Production environments.	F	FC	AESG conversion templates provide data mapping schema of the target system, PeopleSoft Payroll 9.2. Same data mapping schema would be applicable for Conversion and ay upstream environments including UAT and Production.
TRCR-010	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall develop audit trail and retain history (audit trail) of all data elements that are changed through migration.	F	FC	Any changes to the data elements that are part of migration would be tracked in a defect or change control document per the data conversion plan. Auditing of this information will follow the project approved change control process.
TRCR-011	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall assist AOS to ensure the data is cleansed according to Indiana code, administrative rules, and policies.	F	FC	The State would lead the data cleansing effort. Accenture would assist.

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TRCR-012	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall provide scripts which will correct the extracted data from the legacy data sources and place the data into a staging database, as applicable and appropriate. NOTE: This means the AOS's production data in the origin system is not changed in any manner.	F	FC	The conversion methodology assumes three mock Conversions, where each mock progressively improves data quality. These mocks are run in PeopleSoft environments and do not access or effect current GEAC production system. For mock conversion, data cleansing or data patching activities that are required for data migration to PeopleSoft assume the use of State legacy pre-production or QA environments which are cloned from current GEAC Production system. This would allow the project team to validate conversion results against static data from a Pre-Production or QA environment.
TRCR-013	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall document business rules used for data conversion.	F	FC	As part of conversion approach the business rules will be documented in data mapping document. This will be a deliverable work product for each conversion work unit.
TRCR-014	Technical	Data Conversion - Data Cleansing & Development	The Vendor shall ensure data is transferred between the data conversion team members in an automated and secure manner. The Vendor must adhere to AOS's data security policy when handling AOS's data. Encryption, data masking/data scrambling and the use of Secure FTP and/or other secure file delivery as defined in the RFP technical requirements and contract must be met by the Vendor for data in transit and if/when residing at the conversion vendor's site.	F	FC	Accenture realizes the sensitivity of client data and will help with putting necessary security controls in place for transmissions. The exact details of security controls will be discussed and documented in Mock Conversion Test Plan. This document is also a deliverable, where Accenture will work with appropriate client resources to fill the details. It should be reviewed and approved, before any data conversion activity can begin. This document gives the high level approach of conversion, in general and security controls in particular.
TRCR-015	Technical	Data Conversion - Testing	The Vendor shall provide the testing process, including the test plan, test cases, test scenarios and expected results for the migration from the staging database to the new System database.	F	FC	Accenture would define the Test Approach and Plan. The State would assist in defining the test cases, test scenarios, preparation of test scripts, and execution of the tests. Converted data review would be performed by the State.
TRCR-016	Technical	Data Conversion - Testing	The Vendor shall provide general support to the project team for any needs related to converted data.	F	FC	Mock conversion data would be used for testing and would be provided according to the overall project plan dates. The conversion team would work with the business and testing team to address data related defects and/or changes.
TRCR-017	Technical	Data Conversion - Testing	The Vendor shall identify and develop reconciliation and comparison tools (i.e. scripts, queries, reports, etc.) that reconcile data from the legacy system to the new Payroll System.	F	FC	AESG conversion work units provide reconciliation results. Comparison activities would require the State data conversion SMEs to participate in reconciliation to the source. Our framework offers various related reports.
TRCR-018	Technical	Data Conversion - Testing	The Vendor shall develop automated comparison reports which compare legacy system data with corresponding data from the new System.	F	FC	AESG conversion work units provide reconciliation results. Comparison activities would require the State data conversion SMEs to participate in reconciliation to the source. Our framework offers various related reports.
TRCR-019	Technical	Data Conversion - Implementation	The Vendor shall execute the data conversion scripts to populate the final production environment.	F	FC	The State would provide the AOS data extracts and Accenture would load the data to populate the final production environment. This process includes multiple checkpoints to validate data that would require State technical and business involvement.
TRCR-020	Technical	Data Conversion - Archive	The Vendor shall create a full data archive of all data extracted from the legacy system including any data that is not converted into the new System.	F	X	As part of conversion approach, the extracted data will be stored in PeopleSoft conversion tables. If historical data is needed for going forward business transactions, it will be brought over as part of the conversion activities. Legacy data required for reference and not required for active PeopleSoft payroll calculations can be brought over as-it-is without business edits or transformation. As State would own and manage the extraction of such data from the legacy system, it is ideal for the same experienced State resources to store this information in a readable format, either as flat files or into a separate data warehouse. We recommend the State retain tomb stone backups of such data extracted from GEAC to support audit and reconciliation activities for the duration of the contract.
TRCR-021	General	Data Conversion	Vendor shall ensure employees receive one W-2 if a mid-year payroll conversion occurs.	F	FC	Our conversion approach accounts for mid-year balance conversion to meet single W2 requirement.

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TRCR-022	General	Data Conversion	Vendor shall ensure appropriate Payroll information is converted including Payroll Adjustments pending entry to system, all active employee data, All term/retired/deceased employee must be converted for individuals who separated within the calendar year of conversion in order to produce W-2s and ACA forms, bank detail data for multiple ACHs, personnel action notices, PTD, QTD, YTD balances for all pay-related elements, and payroll time table rules.	F	FC	Pending payroll adjustments should be incorporated into GEAC extracts by the State, to prevent manual entry into PeopleSoft. Best practices and alternative approaches would be discussed with the State Payroll SMEs. All payroll population that would require W2/ACA would be converted, along with their payroll balances.
TRCR-023	General	Conversion Requirement Reference	The Vendor shall analyze the conversion sources defined throughout this RFP to understand additional conversion requirements.	F	FC	We have analyzed the conversion sources and estimated 15 conversion load programs. Additional work units which are discovered as part of Fit Gap that are beyond the estimated effort would be submitted for State's review to follow the approved change control process.
TRCR-024	General	Conversion Requirement Reference	Vendor shall convert all data residing in the state's current PS/HCM system into the new system.	F	FC	All data residing in State's current HCM system will be upgraded in-place through the HCM 9.2 Upgrade process. HCM data records that have dependency with payroll would be converted or addressed as part of the payroll conversion process.
TRCR-025	General	Conversion Requirement Reference	Convert all data residing in GEAC for the current and immediately-previous calendar and fiscal years into the new system. Historical data must be retained in legible, retrievable formats, which may include an archive or other storage method(s), for 15 years (3 years minimum post final billing to FHWA).	F	X	Please refer to the approach outlined in TRCR-020.

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TRDR-001	Technical	Development	In an effort to maintain user interface consistency with other SOI PeopleSoft applications, the vendor will have the ability to utilize Fluid navigation and pages whenever possible. The second choice, when Fluid is not available, is Classic Plus.	F	FC	The approach to the usage of Fluid vs. Classic pages would be aligned to the capability available and the end user need. Fluid pages are designed to provide a more intuitive user experience and would be utilized for Employee and Manager Self Service pages, where available within the Payroll and Absence Management modules. All other pages would utilize Classic pages. For existing HCM modules, the approach would be to retain the existing page format. If Fluid Employee and Manager Self Service pages are available, these would be upgraded to use Fluid. Training materials would not be updated to reflect Fluid page design. Finally, if custom pages are designed and built, the approach would be to use Classic for end users and Fluid for Self Service users.
TRDR-002	Technical	Development	Functional processing within the HCM/Payroll application should be driven by business process utilizing features such as WorkCenters, dashboards, personalized home pages, activity guides, related content, navigation collections, etc. The vendor will have the ability to implement these features.	F	F	Accenture has the ability and experience in implementing desired features at multiple public sector and commercial implementations. Payroll system configuration and potential custom development work approved by the State would leverage such features per the AESG development standards.
TRDR-003	Technical	Development	When possible, vendor will implement custom functionality using delivered personalization tools that are supported by PeopleTools 8.56 and 8.57, such as Page and Field Configurator, drop zones, event mapping, Page Composer and any additional customization tools that Oracle delivers in future PeopleTools and application updates.	F	FC	Custom Payroll functionality development approved by the State would leverage specified features per the AESG development standards.
TRDR-004	Technical	Development	End-user functions that involve all SOI employees should be mobile-enabled for small and medium form factor devices when possible. The vendor will have the ability to do this.	F	P	Accenture has strong experience in Self-Service User functions related to HCM. This includes PeopleSoft as well as stand-alone Mobile Apps for public sector employees. Accenture also offers Mobile apps as a Service. Leveraging PeopleSoft ePay which helps the State in enabling Mobile services for its employees, we expect the State to own and manage all Mobile functionality rollout, including device management that conforms to SOI mobile data management policies.

Attachment F1 Technical Requirements Supplement

Accenture Proposed Infrastructure Capacity for the HCM 9.2 Upgrade and Payroll Modernization																
Instance	Purpose	Server Type	Virtual/ Physical	# of Servers	Per Server					External Storage Type	Empl. Data (Subset /Full?)	DB Storage	Total			Clustered/ Oracle RAC for HA?
					Cores	RAM	OS Storage GB	Swap GB	App Storage GB				Cores	RAM	DBs	
HCMDEV92, HCMUPG92, HCMST92 & HCMCFG92	Development, Upgrade92, System Test and Gold Configuration	Application Server 1	Virtual	1	8	64	40	16	40	NAS/Object	Subset		8	64		Singleton
		Weblogic Server 1	Virtual	1	8	64	40	16	40	NAS/Object		8	64			
		Process Scheduler & BIP 1	Virtual	1	8	64	40	16	100	NAS/Object		8	64			
		Database Server 1	Physical	1	8	64	40	16	100	SAN/Block		1100	8	64	4	
HCMINT92 & HCMCNV92	Integration Test, Conversion	Application Server 2	Virtual	1	8	64	40	16	40	NAS/Object	Full		8	64		Singleton
		Weblogic Server 2	Virtual	1	8	64	40	16	40	NAS/Object		8	64			
		Process Scheduler & BIP 2	Virtual	1	8	64	40	16	600	NAS/Object		8	64			
		Public MT - RPS 2	Virtual	1	8	64	40	16	40	NAS/Object		8	64			
		Database Server 2	Physical	1	12	128	40	16	100	SAN/Block		2048	12	128	2	
HCMTRN92 & HCMUAT92	Training, User Acceptance Test, Payroll Reconciliation	Application Server 3	Virtual	1	8	64	40	16	40	NAS/Object	Subset		8	64		Singleton
		Weblogic Server 3	Virtual	1	8	64	40	16	40	NAS/Object		8	64			
		Process Scheduler & BIP 3	Virtual	1	8	64	40	16	100	NAS/Object		8	64			
		Public MT - RPS 3	Virtual	1	8	64	40	16	40	NAS/Object		8	64			
		Database Server 3	Physical	1	8	64	40	16	100	SAN/Block		500	8	64	2	
HCMSTG92 & HCM92DR	Staging/Performance Test/Pre-Prod, Disaster Recovery	Application Servers 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object	FULL		16	128		Clustered for High Availability
		Weblogic Servers 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object		16	128			
		Process Schedulers & BIP 4 & 5	Virtual	2	8	64	40	32	100	NAS/Object		16	128			
		Elastic Search Servers 1 & 2	Virtual	2	4	32	40	32	40	NAS/Object		8	64			
		Public MT - RPS 4 & 5	Virtual	2	8	64	40	32	40	NAS/Object		16	128			
		DB Servers 4, 5 & 6	Physical	3	8	64	40	32	100	SAN/Block		2048	24	192	2	
Production	Production	App Servers 6 & 7	Virtual	2	8	64	40	32	80	NAS/Object	FULL		16	128		Clustered for High Availability
		Weblogic Server 6 & 7	Virtual	2	8	64	40	32	80	NAS/Object		16	128			
		Process Schedulers & BIP 6 & 7	Virtual	2	8	64	40	32	600	NAS/Object		16	128			
		Elastic Search Servers 3 & 4	Virtual	2	8	64	40	32	40	NAS/Object		16	128			
		Public MT - RPS 6 & 7	Virtual	2	8	64	40	32	40	NAS/Object		16	128			
		DB Servers 7,8 & 9	Physical	3	8	64	40	32	500	SAN/Block		2048	24	192	1	
Utility Server	Launch App Designer, SQL Developer	Windows Server 2012 R2	Virtual	1	8	64	40		500				8	64		
PTF Client	Record and execute PTF scripts	Windows Server 2012 R2	Virtual	1	8	64	40		500				8	64		

General Requirements Instructions

The light blue shaded cells indicate information Vendors are expected to provide. The description cells should be limited to 300 words or less. Additional information can be provided beyond what is included in the worksheet descriptions or answers. The additional information must be referenced in the specific Rows of appropriate data can and should be added. Columns should not be added without Various requirements are worded differently for the sake of clarity. Regardless of the wording and unless otherwise specifying the requirement "Should.....", each requirement should be interpreted to imply the "The System shall..." or "The Vendor shall" when determining response codes for "PeopleSoft HCM 9.2 Ability to Satisfy" and "Vendor Vendors must add notes for any requirements that will require significant additional costs

Key Definitions

Shall: When used to describe a requirement, it denotes an important requirement that needs to be fulfilled by a future state HR/Payroll SYSTEM.

Should: When used to describe a requirement, it denotes a nonessential requirement that state desires to be fulfilled by a future state HR/Payroll SYSTEM.

Configuration: The ability to apply business logic through the use of native tools or screens and without the need for coding or code-like development. Configuration should be accomplished by functional resources without the need for programming experience.

Customization: The modification or extension of software through coding or code-like development to meet the specific needs of the state. A customization must be fully

Vendor: The primary implementer who will be responsible for their products and services as well as Vendor-Partner products and services.

Vendor-Partner: A partner of the Vendor who will provide products or services and be managed and contracted by the Vendor.

Third-Party: A partner of the Vendor who will provide products or services and be managed and contracted through the state.

Solution: PeopleSoft HCM 9.2

Vendor Response Codes - PeopleSoft HCM 9.2 Ability To Satisfy

F = Requirement will be fully satisfied through Configuration of currently licensed Solution
FN = Requirement will be fully satisfied through Configuration of unlicensed Solution
P = Requirement will be partially satisfied through Configuration of currently licensed

PN = Requirement will be partially satisfied through Configuration of unlicensed Solution
X = Requirement will not be satisfied through Configuration of Solution functionality.
* Vendor explanation required for all Vendor Response Codes except "F"

Vendor Response Codes - Vendor Ability To Satisfy

F = Requirement will be fully satisfied by Vendor through Configuration of currently

FC = Requirement will be fully satisfied by Vendor Customization of Solution. The State has the goal of having as few Customizations as possible.

FTP = Requirement will be fully satisfied by Vendor implementation of Third-Party products or services. The State has the goal of having as few Third-Party products or

FN = Requirement will be fully satisfied through Vendor Configuration of currently unavailable Solution functionality that will be available to meet the appropriate

P = Requirement will be partially satisfied by Vendor through Configuration of currently

PCTP = Requirement will be partially satisfied by Vendor Customization of Solution or Vendor implementation of Third-Party products or services.

X = Requirement will not be satisfied by Vendor and is not included in the proposal.

* Vendor explanation required for all Vendor Response Codes except "F"

Brief Functional Requirements Worksheet Descriptions

Functional Requirements - Most of the worksheets are focused on major human resources and payroll processes and sub-processes that are defined in Attachments I and J. Vendors

Reports and Forms Information - The final two worksheets contain information for our

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-001	Personnel Administration	Employee Demographics		Store and retrieve employee data in numerous individual and aggregated employee group formats for such purposes as affirmative action, employee suggestion program, FMLA, FLSA and EEO-4 reporting, grievances, disciplinary actions, compensation, staffing and employee training history and skills bank, and classification.	F	F	
FRPR-002	Personnel Administration	Employee Demographics		Track employee-related information, including employee demographics and chronological history of employment.	F	F	
FRPR-003	Personnel Administration	Employee Demographics		Track non-employee groups including contract workers, work study, interns, inmate workers, patient workers, per-diem board members, higher education employees, and other non-employees.	F	F	
FRPR-004	Personnel Administration	Employee Demographics		Track work county and changes to work county.	F	F	
FRPR-005	Personnel Administration	Employee Demographics		Designate any agency/state defined group of employees as confidential and restrict access accordingly.	P	P	This will be met by security and a repurposed field to indicate confidentiality.
FRPR-006	Personnel Administration	Employee History		Access employee profile information contained in the employee record information based on point-in-time historical date.	F	F	
FRPR-007	Personnel Administration	Employee History		Track employee history and change transactions associated with any personnel or status change for the employee.	F	F	
FRPR-008	Personnel Administration	Employee History		Track multiple hire dates and aggregate multiple periods of state service to calculate service time and accommodate transfer of service credits from other government entities.	F	F	
FRPR-009	Personnel Administration	Employee History		Track "at risk" status for employees in jeopardy of losing their position (because position is going away, or employee performance).	F	F	
FRPR-010				Provide for the setup and tracking of different employee groups within the 3 branches of the state: a. Legislature 1. House 2. Senate 3. Legislative Services (LSA) 4. Senate Staffers 5. House Staffers 6. Lay members 7. Attorneys on contract b. Judicial 1. Supreme 2. Appeals 3. Tax c. Executive	F	F	
FRPR-011	Personnel Administration	Employee Maintenance		Generate a unique and permanent employee ID, link the ID to an employee SSN for new employees; and be able to use the original employee ID number, record and data for rehired employees. Additionally link to Legacy employee ID for agencies using employee ID in their legacy systems.	F	F	
FRPR-012	Personnel Administration	Employee Maintenance		Automatically produce an email message to the employee verifying personnel data or other changes for certain events as defined by the state/agency with the ability to override the production of the email message on individual transactions.	F	F	

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-013	Personnel Administration	Employee Maintenance		Control employee data changes, including what may be changed, who can make changes, and time and date tracking of when and by whom changes are made.	F	F	
FRPR-014	Personnel Administration	Employee Maintenance		Link key fields to be updated associated with a specific type of personnel action (e.g., change from part-time employee to full-time employee, contract employee to state employee, requires other data to be updated).	F	P	The delivered application may be configured to meet this requirement based on personnel actions; however, customization may be required to accommodate "other data to be updated". Need more clarity on what other data would need to be updated.
FRPR-015	Personnel Administration	Employee Maintenance		Maintain and support all basic employee data through the life of the employee's employment with the state and beyond date of separation (i.e., beginning with the individual's application through hiring, promotions, transfers, job changes and other personnel events, along with inquiry capabilities beyond date of separation/retirement).	F	F	
FRPR-016	Personnel Administration	Employee Maintenance		Enter and maintain history of appointment and employment actions for a single employee for any given transaction type.	F	F	
FRPR-017	Personnel Administration	Employee Maintenance		Enter and maintain history of state/agency-defined personnel actions taken by the state, agency, or employee.	F	F	
FRPR-018	Personnel Administration	Employee Maintenance		Transfer employees between agencies with all historical data for the employee accessible to the new organization.	F	F	
FRPR-019	Personnel Administration	Employee Maintenance		Transfer employees within their agency and between agencies on any day of the month and provide accurate pay calculations and benefit deductions.	F	F	
FRPR-020	Personnel Administration	Employee Maintenance		Assign and track state-issued property to an employee.	F	F	
FRPR-021	Personnel Administration	Employee Maintenance		Track the return of state-issued property and non-property items such as id/security badge, purchase card, and other State equipment.	F	F	
FRPR-022	Personnel Administration	Employee Maintenance		Calculate critical dates based on the employee status and the effective date of the transaction (e.g., end of probationary period, Visa, etc.).	F	F	
FRPR-023	Personnel Administration	Employee Maintenance		The system should provide the ability to track license renewal dates, dates and results for physical examinations required for license issuance/renewal, and drug testing dates, locations, and results for each employee required to obtain and maintain a CDL under U.S. DOT regulations for performance of job duties. Drug testing and physical exam results contain PII and PHI, so appropriate security must be maintained.	F	F	
FRPR-024	Personnel Administration	Employee Maintenance		The system should provide the ability to track drug testing dates, locations, and results for each employee whose position is designated as a TDP (Testing Designated Position) in accordance with state policy. Drug testing results contain PII and PHI, so appropriate security must be maintained.	X	PCTP	A position field would be re-purposed to mark it as Testing Designated Position. Security would be configured. A customization would be needed to capture drug testing results. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-025	Personnel Administration	Employee Maintenance		The system should provide the ability for ongoing background checks (including those required by IRS Publication 1075 and by state policy for school employees), driver's license validation, finger print requirements, and other testing as required based on the job classification or position and track the results of each.	X	PCTP	A customization would be required to load and store finger printing and background check information. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-026	Personnel Administration	Employee Maintenance		Identify employee population based on different selection criteria for mass change.	F	F	

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-027	Personnel Administration	Employee Maintenance		Link spouses when both work for the state.	X	PCTP	A field would need to be included in Job Data to link emplid with relative emplid. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-028	Personnel Administration	Employee Maintenance		Store multiple service start and end dates used to calculate service time. Service credits are based on a minimum number of hours paid, including leave hours paid. Based on service credit requirements as defined by the state.	F	F	Service Dates would be maintained in HR, however a custom program would be required to adjust service time based on unpaid leave.
FRPR-029	Personnel Administration	Employee Maintenance		Identify ADA reasonable accommodation and effect for individuals and track across employment moves to other agencies, with the ability to attach supporting documents. Ensure security-role assignment for these individuals includes accessibility indicator to provide appropriate user settings to accommodate screen readers, JAWS, ZoomText, etc.	F	F	
FRPR-030	Personnel Administration	Employee Maintenance		Allow employees to complete acknowledgement statements for training statement and expectations, policy acknowledgements, user system agreements, etc.	F	F	Onboarding functionality can accommodate this and checklist functionality.
FRPR-031	Personnel Administration	Employee Maintenance		Generate exit surveys for employees separating from the state.	F	F	
FRPR-032	Personnel Administration	Employee Maintenance		System provides the ability to cancel future-dated transactions.	F	F	
FRPR-033	Personnel Administration	Employee Maintenance		System provides an ability to configure and apply data entry defaults in compliance with rulings, state law, Federal requirements, state Administrative Code, and state Policies & Procedures.	X	PCTP	The ability to defaults values may be delivered through Page configurator. If the defaults are variable or derived this would require a customization to the page. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-034	Personnel Administration	Employee Maintenance		System provides the ability to define the order in which multiple effective dated employee changes will be made.	F	F	
FRPR-035	Personnel Administration	Inquiry and Reporting		Analyze employment event history and trends, including hiring, retention, evaluation ratings, and upward mobility.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRPR-036	Personnel Administration	Inquiry and Reporting		Access standard reports which will include selection criteria based on such data items as employee class, status, organization, date ranges, etc.	X	PCTP	Standard reports or queries would need to be defined and would require effort to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRPR-037	Personnel Administration	Inquiry and Reporting		Produce headcount reports at any personnel demographic and for user designated time periods.	F	PCTP	Standard reports or queries would need to be defined and would require effort to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRPR-038	Personnel Administration	Inquiry and Reporting		Produce management reports, including employment trends, workforce planning, retirement impacts, FMLA participants, reporting for financial management circulars (part time and intermittent).	F	PCTP	Standard reports or queries would need to be defined and would require effort to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-039	Personnel Administration	Inquiry and Reporting		Report on targeted groups to review disciplinary, discharge, and layoff actions.	F	PCTP	Standard reports or queries would need to be defined and would require effort to meet this requirement. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.
FRPR-040	Personnel Administration	Inquiry and Reporting		Produce federally required EEO-4 Reporting with ability to reflect data in various ways, e.g., by branch, agency, organization, business unit.	F	PCTP	Standard reports or queries would need to be defined and would require effort to meet this requirement. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.
FRPR-0421	Personnel Administration	Length of Service		Generate reports and notifications for forthcoming length of service events.	X	PCTP	We would need more clarity to estimate the specific service events. Accenture has included a bucket of hours for reports and notifications that may be used to meet this requirement.
FRPR-042	Personnel Administration	Length of Service		Track and maintain a comprehensive longevity program for state service, including allowing for breaks in service.	X	PCTP	Break in service would require a customization to reduce longevity date in accordance to the amounts of months on leave. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-043	Personnel Administration	Safety and Workers Comp		Accept information from Worker's Comp Third Party Administrator about injury/illness event.	X	PCTP	Removed per State of Indiana BAFO Request sent 10/21/2019 This would require a custom interface. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-044	Personnel Administration	Safety and Workers Comp		Report/forecast costs associated with a workers comp claim and financial impact.	X	PCTP	Removed per State of Indiana BAFO Request sent 10/21/2019 Report or ad-hoc query would meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRPR-045	Personnel Administration	Safety and Workers Comp		Capture costs associated with workers comp impact (or integration to financials for projected costs).	F	F	
FRPR-046	Personnel Administration	Safety and Workers Comp		Enter, submit and track first reports of illness or injury, and all subsequent actions related to the injury or illness.	F	F	
FRPR-047	Personnel Administration	Safety and Workers Comp		Track permanent and temporary work restrictions based on doctor orders, or ADA restrictions.	F	F	
FRPR-048	Personnel Administration	Safety and Workers Comp		Process temporary partial disability assignments, including adjustment to employee work schedule.	F	F	
FRPR-049	Personnel Administration	Security		Automatically delete security access to the system as employees are separated from state service based on date and trigger notifications to other state systems, external systems, and state business areas.	F	F	

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-050	Personnel Administration	Security		Optionally suspend security access to the system for employees on suspension or disciplinary leave or on leave runout before termination.	F	F	
FRPR-051	Personnel Administration	Security		Automatically set up default security access to the system as employees are hired based upon established security roles and functions.	F	F	
FRPR-052	Personnel Administration	Self Service		Allow employees to update selected parts of employee's record (e.g., address, marital status change, change in dependents, withholdings, benefits enrollment or benefit changes, name changes, direct deposit, etc.) via Self Service. Employee ability to make Self Service changes may be controlled by organizational unit, employee group, and other flexible, state/agency-defined criteria. State requires multi-factor authentication for employee access via ESS to make changes to bank data, tax data, dependent data, etc. Name changes typically must be submitted to agency HR and/or SPD in order to provide appropriate documentation for validation. This also typically applies to any requested qualifying event changes. If employee is permitted to request, they are submitted via workflow to the appropriate approvers prior to the changes being committed to the system.	F	PCTP	Multifactor authentication would need to be provided by the State or a custom html code will need to be embedded to allow CAPTCHA in the signon page as a multifactor security layer. We would provide guidance to the State Security team to meet this requirement.
FRPR-053	Personnel Administration	Self Service Reporting		Generate reporting for ESS Self Service employee address changes to determine if employee tax changes (state or county) are required as a result of the address change.	X	PCTP	Query Report would be created to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRPR-054	Personnel Administration	Self Service		Notify employee of required supporting documentation and the process for submitting required documents (varies by organizational unit, employee group, etc.).	F	F	
FRPR-055	Personnel Administration	Self Service		Allow employees to request verification of employment, including the production of letters to send to third parties.	F	F	
FRPR-056	Personnel Administration	Skills Inventory		Allow for employees to self-identify interest levels and self-assessed proficiency levels for specified skills.	F	F	
FRPR-057	Personnel Administration	Skills Inventory		Codify skills including agency-defined text fields.	F	F	
FRPR-058	Personnel Administration	Skills Inventory		Establish licensure, certification and registration requirements, including hours required per agency/state specified period.	F	F	
FRPR-059	Personnel Administration	Skills Inventory		Track skill requirements, competencies and qualifications stored for a job class or position.	F	F	
FRPR-060	Personnel Administration	Skills Inventory		Allow employees to review required skills needed for job classification or position and identify skills or training they may need to be qualified.	F	F	
FRPR-061	Personnel Administration	Skills Inventory		Track employees whose position require a licensure or certification and are required to maintain continuing education (CE) to retain that licensure and notify HR of the pending expiration.	F	F	

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-062	Personnel Administration	Workflow		Have entry and approval routing of personnel transactions, including an ability to apply future-dated transactions based on their effective date.	F	F	There are personnel transactions that have workflow built in with PeopleSoft 9.2, including Position request, Hire, Name Change and others. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-063	Personnel Administration	Workflow		Flag employees that require scheduled personnel actions (e.g., performance evaluations, service recognition, semi-automatic pay adjustments, and annual pay increments) and generate notification to appropriate personnel (e.g., employee, supervisor, organization unit leader) based on state/agency-defined criteria.	F	F	There are personnel transactions that have workflow built in with PeopleSoft 9.2, including Position request, Hire, Name Change and others. Custom workflow may be required to flag employees in the future for scheduled transactions.
FRPR-064	Personnel Administration	Workflow		Have a notification when an employee is reaching certain hour limits or activities such as: FMLA limits, comp time thresholds, probation period ending, vacation max, on call time when someone is close to 40 hours, etc.	F	F	
FRPR-065	Personnel Administration	Workforce Planning		Conduct workforce supply analysis to help assess whether the state has the workforce skills to meet the future demands, including analysis based on gender, age, ethnicity, disability, projected retirements, and seniority.	F	PCTP	A custom set of reports would be required to perform this analysis. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-066	Personnel Administration	Workforce Planning		Create multiple, future organizational models based on program changes, anticipated work volumes, organization / position changes, historical trends, planned retirements, workforce skill mix, and workforce demands.	X	PCTP	An Organizational Model Report would be created using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRPR-067	Personnel Administration	Workforce Planning		Model specific workforce transition actions such as organization structure changes, retention programs, succession plans, recruitment plans, career and leadership development plans, training, and employee performance measures.	X	PCTP	Integration between SuccessFactors and PeopleSoft would be needed to meet this requirement within the data warehouse. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.
FRPR-068	Personnel Administration	Workforce Planning		Analyze workforce gaps comparing projected workforce skill mix (from historical trends and progression history) with future anticipated workforce needs.	X	PCTP	A workforce report will be created using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.
FRPR-069	Personnel Administration	Workforce Planning		Analyze workforce supply factors such as retirement eligibility, recruitment and retention trends, turnover trends, and workforce skill requirements.	X	PCTP	Integration between SuccessFactors and PeopleSoft would be needed to meet this requirement within the data warehouse. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-070	Personnel Administration	Workforce Planning		Provide ability to produce workforce planning reports to reflect: feeder groups / positions across organizational units, retirement vulnerability assessment comparing projected retirements by fiscal year by job class and org. unit, workforce development plans by organization unit that compare to strategic goals and objectives, workforce gap analysis illustrating projected skill mix vs. skill requirements, workforce supply analysis comparing agency job classifications and age demographics by business function, workforce supply analysis comparing agency job classifications and seniority demographics by business function, workforce turnover analysis by demographic, organization unit, job class and reason category, etc.	X	PCTP	Integration between SuccessFactors and PeopleSoft would be needed to meet this requirement within the data warehouse. Accenture has included a bucket of hours for customizations and reports that may be used to meet this requirement.
FRPR-071	Personnel Administration	New Hire/Rehire		Ability to identify former employees.	F	F	
FRPR-072	Personnel Administration	New Hire/Rehire		Retrieve leave balances from previous employment for rehires.	F	F	
FRPR-073	Personnel Administration	New Hire/Rehire		Utilize original PeopleSoft ID for rehires.	F	F	
FRPR-074	Personnel Administration	New Hire/Rehire		Generation of PeopleSoft ID's for new hires based on current state format.	F	F	
FRPR-075	Personnel Administration	New Hire/Rehire		Allow employees to complete W4 forms online via self service.	F	F	
FRPR-076	Personnel Administration	New Hire/Rehire		Allow employees to elect online W-2s via self service.	F	F	
FRPR-077	Personnel Administration	New Hire/Rehire		Link spouses and children when they all work for the state.	F	F	
FRPR-078	Personnel Administration	New Hire/Rehire		Retrieve payroll history when rehiring an employee within the same calendar year.	F	F	
FRPR-079	Personnel Administration	New Hire/Rehire		Enter an employees salary in a hourly, daily, bi-weekly, monthly and/or bi-annual amount.	F	F	
FRPR-080	Personnel Administration	New Hire/Rehire		Allow new hires the ability to enroll in direct deposit using self service.	F	F	
FRPR-081	Personnel Administration	New Hire/Rehire		Allow new hires the option to accept Direct Deposit and provide bank information using self service. If not, system must acknowledge employee did not accept direct deposit, default as pay card election and provide employee acknowledgement requirement with short and long form fee schedules as required by Federal CSPB Ruling effective 04/19.	F	PCTP	Self Service will allow for employee enrollment in Direct Deposit. Paycard enrollment would be a custom if not provided by the clearing bank to all employees that do not choose direct deposit. Need more clarification.
FRPR-082	Personnel Administration	New Hire/Rehire		Receive payroll notifications when salary changes have been initiated and approved in HCM.	F	F	
FRPR-083	Personnel Administration	New Hire/Rehire		Pay employees hired via Success factors in OPS.	X	FC	This would require an inbound interface from SuccessFactors to Oracle PeopleSoft (OPS).
FRPR-084	Personnel Administration	New Hire/Rehire		Allow employees to enter time into OPS T&L for payroll processing.	F	F	
FRPR-085	Personnel Administration	New Hire/Rehire		Ability to generate a paper check for new hires who do not elect to enroll in direct deposit for their first check.	F	F	

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-086	Personnel Administration	New Hire/Rehire		Ability to generate a notification to employees who elect stop direct deposit at any point.	F	F	
FRPR-087	Personnel Administration	New Hire/Rehire		Ability to generate a pay card for new hires who do not enroll in direct deposit by their second pay period.	X	X	The ability to generate a pay card will reside with the bank acting as the clearing house. The ability to add pay card numbers to the direct deposit records of the employee is delivered.
FRPR-088	Personnel Administration	New Hire/Rehire		Allow New Hire information to be mass uploaded when hiring more than 10 people at the same time.	F	F	
FRPR-089	Personnel Administration	New Hire/Rehire		Allow AOS payroll to receive notification of a new hire prior to payroll processing.	F	F	
FRPR-090	Personnel Administration	New Hire/Rehire		Allow AOS payroll to review and confirm required information for payroll processing prior to payroll run.	F	F	
FRPR-091	Personnel Administration	New Hire/Rehire		Allow AOS payroll to process benefit deductions for new benefit enrollments for new hires.	F	F	
FRPR-092	Personnel Administration	New Hire/Rehire		Allow AOS payroll to pay employees based on their hourly, bi-weekly salary, per-diem, or bi-annual pay rates.	F	F	
FRPR-093	Personnel Administration	Termination		Track employees who are eligible for rehire at the time of termination.	F	F	
FRPR-094	Personnel Administration	Termination		Verify address at time of termination.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRPR-095	Personnel Administration	Termination		Allow employees to change address after termination by submitting request to agency HR.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRPR-096	Personnel Administration	Termination		Allow one mailing address for each employee to ensure HR and Payroll has the same address at all times.	F	F	
FRPR-097	Personnel Administration	Termination		Ability to retrieve vacation time that is eligible for payout at the time of termination.	F	F	
FRPR-098	Personnel Administration	Termination		Ability to determine Retiree Leave Conversion eligibility at the time of termination.	F	F	
FRPR-099	Personnel Administration	Termination		Ability to pay employee in the next regular payroll cycle following termination.	F	F	
FRPR-100	Personnel Administration	Termination		Ability to process adjustments on a terminated employee.	F	F	
FRPR-101	Personnel Administration	Termination		Allow the termination effective date to be the day after the employees last day of work.	F	F	
FRPR-102	Personnel Administration	Termination		Ability to terminate employee benefits as designated by SPD benefit rules based on payment deduction schedule.	F	F	
FRPR-103	Personnel Administration	Transfer		Ability to transfer employee payroll deductions and balances when employee transfer is within the same EIN.	F	F	
FRPR-104	Personnel Administration	Transfer		Ability to transfer employee leave balances taken and available, along with any pending accrual when employee transfers within the same EIN.	F	F	

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPR-105	Personnel Administration	Transfer		Ability to retain employee employment history in departing department, business unit, etc. for historical reference.	F	F	
FRPR-106	Personnel Administration	Transfer		Ability to generate one W2 when an employee has transferred from BU to another during the year for the same EIN.	F	F	
FRPR-107	Personnel Administration	Transfer		Allow an employee to be transferred between two state agencies within the same EIN.	F	F	
FRPR-108	Personnel Administration	Transfer		Allow an employee to be transferred between two state agencies with different EINs.	F	F	
FRPR-109	Personnel Administration	Transfer		Track comp time by Business Unit(BU).	F	F	
FRPR-110	Personnel Administration	Transfer		Incoming agency has the ability to initiate the transfer process.	F	F	
FRPR-111	Personnel Administration	Transfer		Ability to make transfers effective on or after the effective date of the Transfer.	F	F	
FRPR-112	Personnel Administration	Transfer		Ability to enter transfers in the system prior to effective date.	F	F	
FRPR-113	Personnel Administration	Transfer		Ability to assign new "Reports To" in new department when transferring.	F	F	
FRPR-114	Personnel Administration	Transfer		Ability to generate new time sheet in the new department when transferring an employee from one BU to another, even if the employee's EIN changes.	F	F	
FRPR-115	Personnel Administration	Transfer		Ability to pay employees who transfer mid-pay period.	F	F	
FRPR-116	Personnel Administration	Transfer		Ability to payout any accrued comp time, with appropriate workflow approvals and rules applied, when an employee transfers to another BU.	P	PCTP	A new workflow approval would be required to approve Time Accrual. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRPR-117	Personnel Administration	Integration		Vendor shall ensure that any component interfaces needed for mass loads of employee data are configured and able to be used by SOI	F	PCTP	The delivered Mass Change functionality may address most of the State's employee data uploads. A customization may be required if the State has requested loading data to tables that are not supported by the Mass Upload.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

Tracking #	Category	Subcategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRCC-001	Classification and Compensation	Classification / Reviews / Audits		Have salary schedules be maintained by job classification or as defined in state statute and maintain effective dates to allow for future adjustments.	F	F	
FRCC-002	Classification and Compensation	Classification / Reviews / Audits		Establish a hierarchy of Job Category - Job Class - Position.	F	F	
FRCC-003	Classification and Compensation	Classification / Reviews / Audits		Facilitate audit of job class and /or position descriptions based on agency or state-defined criteria.	F	F	
FRCC-004	Classification and Compensation	Classification / Reviews / Audits		Identify whether the job class is a new or replacement class when a reclassification is performed.	F	F	
FRCC-005	Classification and Compensation	Classification / Reviews / Audits		Maintain a complete history associated with all review/audit activities.	F	F	
FRCC-006	Classification and Compensation	Classification / Reviews / Audits		Track job classification audits and notify agency HR representatives and (optionally) position incumbents potentially impacted by changes based on agency or statewide criteria.	F	F	
FRCC-007	Classification and Compensation	Classification / Reviews / Audits		Enter and maintain history of all personnel actions (e.g., reclassification, reallocation) by agency or state-defined criteria.	F	F	
FRCC-008	Classification and Compensation	Classification / Reviews / Audits		Track layoff and furlough decisions made pursuant to IC 4-15-2.2-40.	X	PCPT	Page and record would be added to Labor Administration tracking page to meet this requirement. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRCC-009	Classification and Compensation	Classification / Reviews / Audits		Calculate a retention point (order for layoffs) which equals service time (credited state service (hours worked or hours paid)) x evaluation ratings mathematical equivalent.	X	PCPT	Removed per State of Indiana BAFO Request sent 10/21/2019 Labor Administration would track retention point but field would need to be repurposed to account for the mathematical calculation. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRCC-010	Classification and Compensation	Classification / Reviews / Audits		Track historical usage of class specifications for both incumbents and vacancies. (e.g., classes not used or vacant for a period of time). Reporting must also exist.	F	F	
FRCC-011	Classification and Compensation	Classification / Reviews / Audits		Track results of classification action reviews including approved as submitted, pending or denied by reclassification or reallocation with reporting capability based on state-defined criteria.	F	F	
FRCC-012	Classification and Compensation	Inquiry and Reporting		Analyze components of employee compensation by agency or state-defined criteria.	F	F	
FRCC-013	Classification and Compensation	Inquiry and Reporting		Calculate aggregated classification statistics for an agency-defined time period.	X	PCPT	A query Report would be created to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.

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FRCC-014	Classification and Compensation	Inquiry and Reporting		Generate compensation reports (e.g., mean salary, standard deviations, pay schedule, positions, occupational groups) by employee characteristics.	X	PCPT	A query Report would be created to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRCC-015	Classification and Compensation	Inquiry and Reporting		Project annual salary (gross and net) and benefit costs for the year by agency and/or state-defined criteria.	X	PCPT	A query Report would be created to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRCC-016	Classification and Compensation	Inquiry and Reporting		Support "what if" analysis on proposed classification and/or compensation changes by organization unit, classification. Include analysis of organization modeling impacts.	X	PCPT	A "what if" analysis report would be created using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRCC-017	Classification and Compensation	Inquiry and Reporting		Track actual costs and benefits of each employee, including regular salary and wages, and all state paid costs by the various groups such as organizational unit, fund, budget unit field, or other chart of accounts fields.	F	F	
FRCC-018	Classification and Compensation	Inquiry and Reporting		Report on compensation and class changes (within or across agencies) for all employees or specific groups, job classes, positions, etc., with drill down capabilities to an individual.	F	F	
FRCC-019	Classification and Compensation	Inquiry and Reporting		Report monthly on Job Codes (Active and Inactive).	F	F	
FRCC-020	Classification and Compensation	Inquiry and Reporting		Position Allocation Reporting	F	F	
FRCC-021	Classification and Compensation	Inquiry and Reporting		Average Salary Reporting	F	F	
FRCC-022	Classification and Compensation	Inquiry and Reporting		Monthly reporting of Reclasses; Staffing Reports by Division, Business Unit, or any other org-related or position-related data as desired	F	F	
FRCC-023	Classification and Compensation	Inquiry and Reporting		Vacancy Reporting	F	F	
FRCC-024	Classification and Compensation	Inquiry and Reporting		Mismatch Reporting - Table updates/maintenance reporting to ensure all table values are in sync.	F	P	Audit tables may be turned on to track updates and report on them. We would recommend evaluating which tables need to be audited given the impact to the overall system performance.
FRCC-025	Classification and Compensation	Inquiry and Reporting		Ability to easily access, query, report, and/or extract data for ad-hoc reporting capabilities, including but not limited to, Location Codes (e.g., Governor's Office Query).	F	F	
FRCC-026	Classification and Compensation	Inquiry and Reporting		Ability to easily generate organizational charts based on state/agency-defined criteria	F	F	
FRCC-027	Classification and Compensation	Inquiry and Reporting		Provide Bonus Reporting to be made available after each payroll showing any bonuses paid, agency, employee, position, amount, discretionary/non-discretionary and any other relevant data element identified by Class and Comp	F	F	
FRCC-028	Classification and Compensation	Pay Rate Maintenance		Designate a "policy" rate (a rate set between minimum and maximum). Policy rate is the range spread between min and max for each classification.	F	F	
FRCC-029	Classification and Compensation	Pay Rate Maintenance		Determine eligibility for salary increases by agency and/or state-defined criteria.	F	F	
FRCC-030	Classification and Compensation	Pay Rate Maintenance		Generate additional pay based on agency and or stated-defined criteria.	F	F	
FRCC-031	Classification and Compensation	Pay Rate Maintenance		Maintain multiple salary structures (annually or hourly) with minimum, maximum and policy rate by grade, and allow exclusions for non-classified agencies and positions.	F	F	
FRCC-032	Classification and Compensation	Pay Rate Maintenance		Provide ability to mange multiple step rate plans to support individual agency needs.	F	F	

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FRCC-033	Classification and Compensation	Pay Rate Maintenance		Allow for Job Classification/Job Family to have some Job Codes assigned to grades and other Job Codes assigned to steps.	F	F	
FRCC-034	Classification and Compensation	Pay Rate Maintenance		Store salary data for agency-defined employee groups.	F	F	
FRCC-035	Classification and Compensation	Pay Rate Maintenance		Award a permanent increase for employees in a position below a specified comp (hourly rate/policy rate) ratio (i.e. 80 % of compa ratio).	F	F	
FRCC-036	Classification and Compensation	Pay Rate Maintenance		Create "What-if" modeling for schedule changes, etc.	X	PCPT	A "what if" analysis report would be created using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRCC-037	Classification and Compensation	Pay Rate Maintenance		Process mass changes for the purpose of changing salaries (e.g., MAP increase based on performance rating, job classification surveys).	F	F	
FRCC-038	Classification and Compensation	Pay Rate Maintenance		Retain previous salary, hours data and effective dates for use when calculating retroactive pay adjustments.	F	F	
FRCC-039	Classification and Compensation	Pay Rate Maintenance		Maintain salary tables with hourly grade and step rates and allow exclusions for non-exempt positions.	F	F	
FRCC-040	Classification and Compensation	Pay Rate Maintenance		Annual pay increases(Pay-For-Performance, PFP) submitted by agencies second biweekly pay period in February (timing could change based on effective date determined by the state); ensure increase fits within salary ranges (adjusted if necessary) for position salary table.	F	F	
FRCC-041	Classification and Compensation	Pay Rate Maintenance		Provide the ability to process salary adjustments individually or in mass change for a user-specified employee group or employees belonging to one or more organization units.	F	F	
FRCC-042	Classification and Compensation	Workflow		Maintain agency-defined approval mechanisms for all compensation changes (e.g., base rate, additional pay) and classification changes (e.g., reclassification, reallocation, request to fill) by any element of the organization structure.	F	F	
FRCC-043	Classification and Compensation	Workflow		Route all compensation changes to designated agencies for awareness/approval.	F	F	
FRCC-044	Classification and Compensation	Workflow		The State of Indiana's existing SHC (Strategic Hiring Committee) Workflow must be replicated in HCM 9.2.	F	F	
FRCC-045	Classification and Compensation	Workflow		Establish and configure a new workflow process to request/submit/approve (where applicable) bonuses, stipends, and/or awards.	F	F	
FRCC-046	Classification and Compensation	Workflow		Establish workflow capability that would allow movement of work (e.g., Job Classification (new or change)) back and forth between Class and Comp and SBA.	F	F	
FRCC-047	Classification and Compensation	Workflow		Ability to exempt Business Units (e.g., Judicial, Legislative) from process requirements, approvals, etc. where/when Class and Comp does not have approval authority or when designated by SBA as an exception. However, use of workflow may still be required to ensure consistency of processing and awareness for data processing and reporting.	P	PCPT	This would require a modification to existing workflow to account for this business process. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRCC-048	Classification and Compensation	Bonus/Stipends /Awards		Allow for discretionary and non-discretionary bonus types.	F	F	
FRCC-049	Classification and Compensation	Bonus/Stipends /Awards		Allow for variable compensation options including, but not limited to bonuses, stipends, and other awards.	F	F	
FRCC-050	Classification and Compensation	Mass Changes		Ability to make data changes, salary changes, etc. including but not limited to employees, positions, on 10 people or more at the same time.	F	F	
FRCC-051	Classification and Compensation	Salary Changes		Ability to adjust an employees salary above the maximum for the salary grade when designated approvals attained.	F	F	
FRCC-052	Classification and Compensation	Salary Changes		Allow changes to an employees salary not caused by a change in position.	F	F	
FRCC-053	Classification and Compensation	Salary Changes		Ability to hire an external candidate above the minimum salary range for the position's job classification.	F	F	
FRCC-054	Classification and Compensation	Salary Changes		Ability to maintain salary history for each employee.	F	F	

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FRCC-055	Classification and Compensation	Salary Changes		Ability to effective date all salary adjustments and changes.	F	F	
FRCC-056	Classification and Compensation	Salary Changes		Ability to future date salary adjustments and changes effective upon any date in the pay cycle.	F	F	
FRCC-057	Classification and Compensation	Salary Changes		Ability to track salary change reason.	F	F	
FRCC-058	Classification and Compensation	Salary Changes		Ability to upload Mass Salary Change in OPS9.2.	F	F	
FRCC-059	Classification and Compensation	Salary Changes		Allow salary changes to be future dated in OPS9.2.	F	F	
FRCC-060	Classification and Compensation	Job Codes		Ability to see and report against Job Code history - both Active and Inactive.	F	F	
FRCC-061	Classification and Compensation	Overtime		Must meet federal and state requirements for eligible non-exempt positions	F	F	
FRCC-062	Classification and Compensation	Overtime/Comp Time		Some agencies allow employees to elect comp or overtime pay. They can switch between these two elections, and this sometime occurs within the same pay week.	F	F	
FRCC-063	Classification and Compensation	Overtime/Comp Time		With exception approval by SPD Class and Comp and SBA, some agencies are approved for the fiscal year to pay straight time overtime to exempt employees for time worked over 40 hours if they are working on designated projects, specialty assignments or in designated positions.	F	F	
FRCC-064	Classification and Compensation	Overtime/Comp Time		Automate process of quarterly payouts of Comp Time, to include any workflow approvals if necessary, as designated by the state	F	F	
FRCC-065	Classification and Compensation	Overtime/Comp Time		Exempt employees may not use more than 112.5 comp hours annually.	F	F	
FRCC-066	Classification and Compensation	Overtime/Comp Time		Eligible employees who are required to work on a holiday will be compensated for the hours worked and may opt to receive holiday pay or compensatory time off.	F	F	
FRCC-067	Classification and Compensation	Table Updates and Maintenance		Allow for Class and Comp to be able to directly maintain Class and Comp-related tables in lieu of requiring a ticket to be submitted to GMIS to facilitate the change.	F	F	
FRCC-068	Classification and Compensation	Integrations		Facilitate integrations of designated data elements including, but not limited to, Job Class, Grades, Steps, Pay Plans, etc. between PeopleSoft 9.2 and SuccessFactors.	X	FC	Inbound and outbound interfaces to SuccessFactors sending details of job and salary plan data would need to be developed to meet this requirement.
FRCC-069	Classification and Compensation	eComp		Utilize Alert framework – to provide alert indicators not just at cycle level but also employee level.	F	F	
FRCC-070	Classification and Compensation	eComp		Utilize Budget updates via e-Compensation to refresh process which allows eligibility and budget refresh for certain scenarios.	X	X	We do not recommend the implementation of eCompensation. May want to consider integration between the State's Budgeting System and Salary tables to evaluate specific scenarios.
FRCC-071	Classification and Compensation	eComp		Provide capability for Pivot grid-based analytical reporting for reports such as Salary Analysis, Compensation Distribution, Compensation by Performance, Salary Increase by Performance, Cycle Tracking and Cycle Guideline Alert.	P	PCPT	This would be partially met by configuring Grid functionality.
FRCC-072	Classification and Compensation	Compensation Statement		Provide configuration and testing for the use of the Total Rewards and Compensation Statements for employees. (Multiple Modules)	F	F	Added new requirement FRCC-072 based on instructions from the State of Indiana in the BAFO Submission instructions 10/21/2019

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

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FRBA-001	Benefits Administration	Inquiry and Reporting		Produce vendor reports that provide information on detailed and summary levels of various pertinent data regarding plans, participants, all employees, etc.	F	F	
FRBA-002	Benefits Administration	Inquiry and Reporting		Have online access to current and historical employee/participant information.	F	F	
FRBA-003	Benefits Administration	Inquiry and Reporting		Vendor shall provide the ability to produce annual premiums reports, including historical data, by plan and plan type.	F	F	
FRBA-004	Benefits Administration	Inquiry and Reporting		Report employees, not already authorized for benefits, who become eligible for either part time or full time benefits based on hours rules established, which includes ACA requirements, and report employees who have fallen below hours eligible for benefits.	F	F	
FRBA-005	Benefits Administration	Inquiry and Reporting		Track, monitor and report on utilization (eligible vs. participating) of benefit plans.	F	F	
FRBA-006	Benefits Administration	Inquiry and Reporting		Produce annual 1095 forms to include generation, print and distribution.	F	F	
FRBA-007	Benefits Administration	Inquiry and Reporting		Process corrections to 1095s and send updated files with corrections to include generation, print and distribution.	F	F	
FRBA-008	Benefits Administration	Inquiry and Reporting		1095s processing should account for employees working in multiple tax id entities in the same reporting period.	F	F	
FRBA-009	Benefits Administration	Inquiry and Reporting		Facilitate ACA transmittal submission and submission corrections.	F	F	
FRBA-010	Benefits Administration	Plan Administration		Vendor shall configure the system to support multiple versions of state-sponsored benefit plans based on effective dates and unique employee groups both within, and crossing, business units. Plans to include, but not be limited to, health, dental, life, retirement, Flexible Spending Account (FSA), and multiple supplemental plans.	F	F	
FRBA-011	Benefits Administration	Plan Administration		Vendor shall address missed benefit premiums (or other deductions) by creating an arrearage for missing premiums (employee and employer), and setup payment plans or one time payments for arrearage, with ability for employer to establish overrides.	F	F	
FRBA-012	Benefits Administration	Plan Administration		Track current and historical beneficiary information (including multiple beneficiaries per insurance product) visible to the insured and plan administrator.	F	F	
FRBA-013	Benefits Administration	Plan Administration		Track and report demographic and enrollment data for analysis of specific plans.	F	F	
FRBA-014	Benefits Administration	Plan Administration		Coordinate transfer of individuals between agencies, without having to re-enroll employees in benefits, with a current or future effective date.	F	F	
FRBA-015	Benefits Administration	Plan Administration		Send benefits enrollment confirmation indicating choices and associated information (e.g., levels of coverage, deduction amounts) to the participant.	F	F	
FRBA-016	Benefits Administration	Plan Costs		Accumulate plan costs by one or a combination of factors, such as: accounting distribution, benefit type, benefit plan, plan year, agency, vendor.	F	F	
FRBA-017	Benefits Administration	Plan Costs		Apply retroactive changes to plans and plan costs.	F	F	
FRBA-018	Benefits Administration	Plan Costs		Have a flexible means of calculating employee/agency premium costs or contribution amounts.	F	F	
FRBA-019	Benefits Administration	Plan Costs		Maintain employee and employer insurance premium cost, by plan year, for various type of insurance plans offered.	F	F	
FRBA-020	Benefits Administration	Plan Eligibility		Have flexible eligibility rule determination, eligibility events, and control of types of enrollment.	F	F	
FRBA-021	Benefits Administration	Plan Eligibility		Automatically generate notifications to participants based on certain events, with the ability to change ages and notifications in the future as needed.	F	F	
FRBA-022	Benefits Administration	Plan Eligibility		Override benefits eligibility requirements based on state-defined criteria.	F	F	
FRBA-023	Benefits Administration	Plan Eligibility		Have detailed notifications to employees of benefit eligibility when eligibility begins or changes and as part of the annual enrollment /transfer process.	F	F	
FRBA-024	Benefits Administration	Plan Eligibility		Have notification to designated parties, that employee's eligibility is beginning or changing.	F	F	
FRBA-025	Benefits Administration	Plan Eligibility		Determine employee's eligibility/ineligibility, enrollment effective/end dates, as well as premium amounts due from employee and/or employer.	F	F	
FRBA-026	Benefits Administration	Plan Eligibility		For employees on unpaid leave, provide the ability to continue state contributions to insurance benefits through the eligibility period.	F	F	
FRBA-027	Benefits Administration	Plan Eligibility		Track eligible hours to determine eligibility for benefits either due to eligibility requirements, or due to hours designated in a time frame (such as ACA lookback period).	F	F	
FRBA-028	Benefits Administration	Plan Eligibility		Define dates for look back period and stability period for Affordable Care Act.	F	F	
FRBA-029	Benefits Administration	Self Service		Allow employee/participant to access open enrollment and update benefits administration functions via self-service.	F	F	

FRBA-030	Benefits Administration	Self Service		Link to third party administrators or benefit providers as appropriate to provide detailed information as available.	F	F	
FRBA-031	Benefits Administration	Self Service		Vendor shall configure the system to allow for employee to initiate a qualifying event, and insure that all documentation is secure.	F	F	
FRBA-032	Benefits Administration	Vendor / Contract Administration		Transfer whole groups to new vendor coverage.	F	F	
FRBA-033	Benefits Administration	Vendor / Contract Administration		Track vendors compliance with contract performance guarantees.	X	X	Removed per State of Indiana BAFO Request sent 10/21/2019 This requirement cannot be met with PeopleSoft HCM. The State may want to consider a separate 3rd party Contracts performance tracking system to meet this requirement.
FRBA-034	Benefits Administration	Vendor / Contract Administration		Have analysis and what if capabilities for contract analysis purposes.	X	X	Removed per State of Indiana BAFO Request sent 10/21/2019 A "what if" analysis report on Vendor Contracts would need to be developed outside of PeopleSoft. Data related to enrollments and costs may be extracted from Indiana's existing data warehouse, but Contract data would not be captured.
FRBA-035	Benefits Administration	Workflow		Provide multi-step workflow for all benefits administration events (e.g. enrollment, qualifying event, stop coverage).	F	F	
FRBA-036	Benefits Administration	Workflow		Notify employees on or returning from leave of absence concerning benefit restrictions or limitations, and re-enrollment.	F	F	
FRBA-037	Benefits Administration	Ongoing Enrollment-related		Ability to provide new enrollments and or benefit change files to vendors.	X	FC	A custom interface would be needed to send information to third party vendors. Our understanding is that the State is already performing this function and that any changes would be limited.
FRBA-038	Benefits Administration	Open Enrollment		Ability to generate new benefits enrollment files to vendors.	X	FC	A custom interface would be needed to send information to third party vendors. Our understanding is that the State is already performing this function and that any changes would be limited.
FRBA-039	Benefits Administration	Open Enrollment		Ability to track new benefit deduction rates for the following year.	F	F	
FRBA-040	Benefits Administration	Open Enrollment		Allow employees the ability to indicate whether or not they use tobacco.	F	F	
FRBA-041	Benefits Administration	Open Enrollment		Ability to process benefit payroll deductions for legislators bi-annually based on dates defined by the state.	F	F	
FRBA-042	Benefits Administration	Open Enrollment		Ability to deduct benefit premiums in arrears.	F	F	
FRBA-043	Benefits Administration	Open Enrollment		Vendor shall configure the ability to identify and provide vendors with intervening event data (FSC, hires/terms, etc)	F	F	
FRBA-044	Benefits Administration	Open Enrollment		Vendor shall provide the ability to automatically terminate OE elections when an employee terms and active benefits term prior to Open Enrollment effective date.	F	F	
FRBA-045	Benefits Administration	Inquiry and Reporting		Vendor shall provide the ability to report employees with benefits who do not receive a paycheck or deductions are not taken	F	F	
FRBA-046	Benefits Administration	Inquiry and Reporting		Vendor shall provide the ability to identify early retiree eligibility	F	F	
FRBA-047	Benefits Administration	Inquiry and Reporting		Vendor shall provide the ability to identify employees out of pay status for 12 consecutive weeks in order to term benefits when not on an approved leave (ie FML, Military, etc)	F	F	
FRBA-048	Benefits Administration	Inquiry and Reporting		Ability to identify same employees when return from 12 or more consecutive weeks of unpaid leave.	F	F	
FRBA-049	Benefits Administration	Plan Eligibility		Vendor shall configure the system to adjust premiums for employees eligible for wellness discount.	F	F	
FRBA-050	Benefits Administration	Plan Eligibility		Vendor shall configure the system with the ability to enroll part-time or intermittent employees, if eligible per ACA	F	F	
FRBA-051	Benefits Administration	Plan Eligibility		Vendor shall configure the system to automatically indicate when an employee is eligible for the disability plan.	F	F	
FRBA-052	Benefits Administration	Plan Eligibility		Vendor shall configure the system to automatically update an employee eligibility for pre-tax basic life when the employee annual salary exceeds \$33,000.24	F	F	

FRBA-053	Benefits Administration	Plan Administration		Vendor shall configure the system to administer COBRA	F	F	
FRBA-054	Benefits Administration	Plan Administration		Vendor shall configure the system with the ability to allow employees to revoke non-tobacco use agreement.	F	F	
FRBA-055	Benefits Administration	Plan Administration		Vendor shall configure the ability to reconcile eligibility files to payroll deductions.	F	F	
FRBA-056	Benefits Administration	Plan Administration		Vendor shall configure ability to reconcile eligibility files to vendor payments.	F	F	
FRBA-057	Benefits Administration	Plan Administration		Vendor shall configure the ability for State to make employee and employer share of premiums on behalf of employees and appropriately address tax implications.	F	F	
FRBA-058	Benefits Administration	Plan Administration		Vendor shall enable the ability to load mass changes.	F	F	

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Attachment F2 - Technical Proposal - Functional Requirements Workbook

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FRPY-001	Payroll	Annual Processing		Ability to accommodate multiple tax id entities (EINs): a. Bureau of Motor Vehicle (BMVC) b. State Museum c. State Lottery d. Indiana Public Retirement System (INPRS) e. State of Indiana	F	F	
FRPY-002	Payroll	Annual Processing		Ability to process transfers between different tax id entities without changing the employee id number, but producing multiple W2s at year end.	F	F	
FRPY-003	Payroll	Annual Processing		Produce quarterly 941 forms.	F	F	
FRPY-004	Payroll	Annual Processing		Produce annual 945 forms.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRPY-005	Payroll	Annual Processing	4.k.2	Process W-2s, duplicate W-2s, W-2Cs, including W-2s for current and multiple past years, with the ability to print by agency/department by employee.	F	F	
FRPY-006	Payroll	Annual Processing		Properly tax and issue final check and year-end for deceased employee. Final distribution produced in AP for prior year deceased employees (1099).	F	F	
FRPY-007	Payroll	Annual Processing		Produce a single W-2 for employees that work for more than one agency when the agencies have the same tax reporting id.	F	F	
FRPY-008	Payroll	Annual Processing		Produce multiple W-2s for employees that work for more than one agency when the agencies have different tax reporting ids.	F	F	
FRPY-009	Payroll	Annual Processing		Produce user-specified number of 'payfake' runs using actual hours submitted, generating gross-up and gross-to-net processing to support agency 'proofing' the payroll results for all on and off cycle payrolls.	F	F	
FRPY-010	Payroll	Annual Processing	4.K.2.A	Ability to generate an online year end checklist for internal payroll and external payroll use.	F	F	
FRPY-011	Payroll	Annual Processing	4.K.2.A	Integrate with AccuWage to test W2 files for compliance with EFW2/EFW2C specifications before submitting them to SSA.	F	F	
FRPY-012	Payroll	Annual Processing		Interface with state's revenue test site for testing year-end payroll reporting files to ensure compliance prior to final submission.	F	F	
FRPY-013	Payroll	Annual Processing	4.K.2.A	Create New Year Time Entry Schedule with all known accelerations (State and Bank Holidays) to be distributed to Agency Clerks, Operations and Applications.	X	FC	This would be met through a custom report with distribution based on role.
FRPY-014	Payroll	Annual Processing	4.K.2.A	Create monthly, quarterly and annual calendars for payroll and reporting purposes	X	FC	This would be met by query reports.
FRPY-015	Payroll	Annual Processing		Generate 1099's for tax reporting purposes for pension payment recipients paid from PeopleSoft 9.2. This includes INSP recipients and Governor's widows. (applies to INSP only)	F	F	
FRPY-016	Payroll	Annual Processing		Ensure all DOEs are mapped accurately to the new W-2 for tax reporting purposes	F	F	

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FRPY-017	Payroll	Annual Processing		Ensure appropriate data elements are mapped to the 1095 for ACA reporting purposes	F	F	
FRPY-018	Payroll	Compliance Reporting	4.K.1.A	Produce a weekly tax distribution report which summarizes taxes withheld by EIN used to calculate the Federal FICA and State/County taxes.	F	F	
FRPY-019	Payroll	Compliance Reporting	4.K.1.A	Ability to track county of residence to facilitate the monthly WH-1 filing by Payroll to Department of Revenue.	F	F	
FRPY-020	Payroll	Compliance Reporting	4.K.1.A	Track and identify employee's addresses by Indiana designated enterprise zones to facilitate the completion of the Schedule IT-40QEC .	X	FC	This would be met by a query report.
FRPY-021	Payroll	Compliance Reporting	4.K.1.A	Ability to use payroll data to complete the following forms/files, including but not limited to: a. Form 945, the Annual Return of Withheld Federal Income Tax form, used to report withheld federal income tax from nonpayroll payments, including distributions from qualified retirement plans. b. WH-3 (Annual Withholding Reconciliation Form) is a reconciliation of the monthly WH-1 forms filed for the 1099Rs for withholding on pension payments. c. GA-110 L claim forms to recoup overpaid taxes d. SSA-131 form – Employer Report of Special Wage Payments e. W2-C (W2 Corrections), W3-C (Summary of W2C's) and 941-X (required if W2-C's exists) forms f. Form 945 to IRS reporting Federal Income tax withheld for the monthly pension payments g. Form 720 is the quarterly Federal excise tax filed with the IRS h. Form 941 is the quarterly Federal tax return used to report income taxes, social security tax, or Medicare tax withheld from employee's paychecks to the IRS i. WH-1, the Indiana Withholding Tax Form filed monthly to the Department of Revenue for reporting the State and County taxes withheld for each State tax identification number	F	F	Removed FRPY-021 A and G only per State of Indiana BAFO Request sent 10/21/2019
FRPY-022	Payroll	Compliance Reporting		Ability to support Federal Rates for applicable positions as required.	F	F	
FRPY-023	Payroll	Compliance Reporting		Provide tax changes for Federal, State and Local.	F	F	
FRPY-024	Payroll	Compliance Reporting	4.K.1.A	Capture and maintain counties, and their corresponding tax rate, within the state of Indiana to facilitate state tax reporting	F	F	
FRPY-025	Payroll	Compliance Reporting	4.K.1.A	For WH1 filing, calculate the employees' county tax based on the rate corresponding to that Indiana county	F	F	
FRPY-026	Payroll	Audit and Controls		Produce a payroll proof list for each payroll with specified expected minimum and maximum hours and amounts by user-specified breakouts (agency, organizational unit, employee etc.).	F	F	
FRPY-027	Payroll	Audit and Controls		Produce a payroll proof list for each payroll with validations at field level for online and batch input.	F	F	

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FRPY-028	Payroll	Audit and Controls		Notify the Treasurer of State of the total number of deposits and total dollar amount of deposits for each pay date so that Treasurer can verify payroll account is adequately funded.	X	FC	This would be met by a query report.
FRPY-029	Payroll	Audit and Controls		Salaries for elected officials governed by IC 33-38-5-8.1(b). Also, annual salary increases for state-elected Officers and Judges are limited to the percentage of the increase equal to the average for state employees pay for performance increase for positions at the executive level for the prior year. This will determine the percentage applied for the next calendar year for elected Officers. These increases have different effective dates.	F	F	
FRPY-030	Payroll	Earnings		Provide for the setup and processing of the following types of pay: 1. Vacation Paid 2. Sick Paid 3. Personal Paid 4. Comp Paid 5. Special OT 6. Housing Allowance 7. Non taxable pension 8. Non taxable distribution (PGPP) 9. Non taxable disability distribution (PGPP) 10. Non taxable disability distribution (PGPP) 11. Supplement pension 12. Regular disability distribution 13. Regular pension distribution 14. Board Member Wages 15. Allowance (Americorps) 16. Negative Adjustment to Gross 17. Positive Adjustment to Gross 18. Special Pay 19. Special Pay (INNG) 20. AG Housing (INNG) 21. Performance Bonus 22. Governor's Bonus 23. Agency Spot Bonus 24. CPA Bonus 25. Judge Supplemental Tax 26. County Supplemental Wage	F	F	

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FRPY-031	Payroll	Deductions and Withholdings		Provide for the setup and processing of the following types of before tax deductions: 1. Conservation health E+SP PT 2. Conservation health E+Ch PT 3. State Police HVD SAP PT 4. Dependent Flexible Spending 5. Anthem Dental Single PT 6. Anthem Dental Fam PT 7. Anthem 2 Single PT 8. Anthem 2 Fam PT 9. Minnesota Life EE PT 10. State Police HVD E+1 PT 11. State Police HVD single PT 12. State Police HVD family PT 13. Conservation Health single PT 14. Conservation Health family PT 15. Medical Flexible Spending 16. Prosecuting Attorney retirement PT 17. Voluntary PERF PT 18. Voluntary TERF PT 19. Wellness Single PT 20. Wellness Family PT 21. State Police retirement PT 22. State Police retirement PT 23. Judges retirement 24. Subsistence PT 25. Service Purchase (State Police)	F	F	
FRPY-032	Payroll	Earnings		System accommodates additional pay coded in the following ways:	F	F	
FRPY-033				Flat rate	F	F	
FRPY-034				Percentage of base	F	F	
FRPY-035				Based on other combinations of base rate and additional pay	F	F	
FRPY-036				***Overridden amounts (user entered) to include earnings codes	F	F	
FRPY-037				Per hour	F	F	
FRPY-038				Per day	F	F	
FRPY-039				Per week	F	F	
FRPY-040				Bi-weekly	F	F	
FRPY-041				Per pay period	F	F	
FRPY-042				Schedule and level bonus (pays on a different schedule and/or level)	F	F	
FRPY-043				Payable on a non pay week... (Off pay cycle/on demand)	F	F	
FRPY-044	Payroll	Earnings		System will maintain multiple earnings types including (tool allowance, lead worker, shoe, Class C meals and others)	F	F	
FRPY-045				Out of class/grade/position pay by:	F	F	
FRPY-046				One time only	F	F	
FRPY-047				User specified period of time	F	F	
FRPY-048				Bonus	F	F	
FRPY-049				Cafeteria pay (money from opting out of benefits)	F	F	
FRPY-050				Overtime (multiple types) - including OT on holiday, On Call OT	F	F	

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FRPY-051				On Call	F	F	
FRPY-052				Parking Allowance	F	F	
FRPY-053				Shift Differential (multiple) - based upon department, job class, position, hours worked, etc.	F	F	
FRPY-054				Holiday pay in lieu of day off (If holiday falls on unscheduled work day)	F	F	
FRPY-055				Holiday worked	F	F	
FRPY-056				Special holiday worked	F	F	
FRPY-057				Floating holiday	F	F	
FRPY-058				Alternate holiday	F	F	
FRPY-059	Payroll	Earnings		Bonus types should be created as discretionary or non-discretionary	F	F	
FRPY-060	Payroll	Deductions and Withholdings		Provide for the setup and processing of other deductions types including: 1. Benefits Inc 2. Minnesota Life State Pd 3. Conservation/Excise Retirement 4. PERF St 5. PERF Spe 6. Long Term Disability St 7. State Police HVD SAP St 8. State Police HVD E+1 St 9. Teachers Retirement Fund 10. Conservation Health Single St 11. Conservation Health Family St 12. Conservation Dental Single St 13. Conservation Dental Family St 14. State Police Health Single St 15. State Police Health Family St 16. Tax Refund 17. AFSCME 18. ISEA 19. PGPP Disability Life Ins 20. Teamsters 21. Nurses Union 22. Teachers Dues 23. Unity Team 24. AFSCME Fair Share 25. Unity Team Fair Share	F	F	

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FRPY-061	Payroll	Deductions and Withholdings		Support the computation of deduction amounts based on: a. Flat amount b. Percent of gross pay c. Percent of biweekly salary d. Biweekly salary, rounded up to 1,000, divided by 1,000, times user supplied factor e. User specified percent of hourly rate f. Percent of disposable income g. Adjustable gross income h. Percent of taxable gross i. Percentage of regular pay j. Percentage of overtime pay or per hour of overtime k. Percent of net pay l. Amount per hour m. Percent annual salary n. Percentage of multiple pay types o. User Defined	F	F	
FRPY-062	Payroll	Deductions and Withholdings		Calculate employee/payee deductions and state contributions based on rules established in Benefits Administration.	F	F	
FRPY-063	Payroll	Deductions and Withholdings		Calculate tax amounts in compliance with any and all Federal, State and Local taxes and any additional withholding amounts as specified by employees.	F	F	
FRPY-064	Payroll	Deductions and Withholdings		Process other deductions including, but not limited to, miscellaneous deductions, credit unions, state-specified, charitable, and garnishment processing.	F	F	
FRPY-065	Payroll	Deductions and Withholdings		Support the setup and processing of multiple garnishment types including: County, Court Ordered (Child Support), Federal (including SSA/Medicare), Creditor, State (including voluntary wage assignments via the Attorney General), Bankruptcy Court, Student Loans, and Federal / State tax levies.	F	F	
FRPY-066	Payroll	Deductions and Withholdings		Garnishment setup includes the entry of name, address, originator, court number, effective date.	F	F	
FRPY-067	Payroll	Deductions and Withholdings		Apply garnishment rules, and utilization of IRS Levy Dataset or the aggregation of multiple child support orders calculation spreadsheet where applicable.	F	F	
FRPY-068	Payroll	Deductions and Withholdings		Support multiple types of garnishment amount computations / rules including flat amount, percentage of gross or net, variable based on minimum net.	F	F	
FRPY-069	Payroll	Deductions and Withholdings		Provide the tracking of garnishments against a cap or time specific limit.	F	F	
FRPY-070	Payroll	Deductions and Withholdings		Provide for the automated stop of garnishments satisfied or court order received.	F	F	
FRPY-071	Payroll	Deductions and Withholdings		Provide for the addition of an accumulated interest amount attributed to the garnishment collection period.	F	F	
FRPY-072	Payroll	Deductions and Withholdings		Allow for state specified deduction priorities (consistent with legal requirements).	F	F	

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FRPY-073	Payroll	Deductions and Withholdings		Process garnishments / wage assignments to allow flexibility to process multiple garnishments per employee and assign state/Federal law defined priorities.	F	F	
FRPY-074	Payroll	Deductions and Withholdings		Establish garnishments that continue (carry forward) over multiple calendar years.	F	F	
FRPY-075	Payroll	Deductions and Withholdings		Allow AOS/SPD to specify which deductions go into arrears and apply arrearage amounts on future payroll deductions either combined or itemized as separate deductions, while ensuring compliance regarding impact to employee take-home pay (including the ability to apply partial or full deductions for arrears).	F	F	
FRPY-076	Payroll	Deductions and Withholdings		Establish catch-up period for deferred compensation contributions, based on employee age, years from retirement, and previous contributions eligibility based on plan regulations.	F	F	
FRPY-077	Payroll	Deductions and Withholdings		Establish catch-up period for deferred compensation contributions for individuals returning from Military Leave.	F	F	
FRPY-078	Payroll	Deductions and Withholdings		Establish plan year contributions for pre-tax deductions for FSA / HRA /HSA for both medical and family care contributions, and recalculate remaining annual deductions based on contributions-to-date and the remaining scheduled pay periods in the plan year.	F	F	
FRPY-079	Payroll	Deductions and Withholdings		Provide the ability for the state to control the timing and frequency of contributions to health saving accounts either one time or spread over multiple pay periods. May also be pre-rated for mid-year hires.	F	F	
FRPY-080	Payroll	Deductions and Withholdings		Support the setup, processing, and tracking of pre and post-tax deductions (including monitoring limits and providing information and payments to plan administrators).	F	F	
FRPY-081	Payroll	Deductions and Withholdings		Provide for the setup of multiple retirement plans and designate employee contribution, employee/state contribution, or state only contribution: a. NPRS (PERF) includes Lottery, Museum, Economic Development (IEDC), Regional Authority (NW), and majority of state agencies b. Prosecuting Attorneys (EE/ER) c. Conservation and Excise (Alcohol/Tobacco) (EE/ER) d. Teachers e. Judges (EE/ER funded) f. State Police g. Legislature administered by VOYA (EE/ER funded)	F	F	
FRPY-082	Payroll	Deductions and Withholdings		Each retirement plan should allow for a user-specified contribution rate for employees and employers; deduction to be designated as pre-tax or post-tax as designated by federal, state or plan compliance	F	F	

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FRPY-083	Payroll	Deductions and Withholdings		Provide for the setup of multiple defined contribution plans: a.457 administered through Empower TPA b.401a match administered through Empower TPA c.529 college choice (2 plans) d.Empower / Great Plains 'Hoosier' e.529 administered through the Treasurer's Office	F	F	
FRPY-084	Payroll	Deductions and Withholdings		Provide for the entry and processing of taxable fringe benefits.	F	F	
FRPY-085	Payroll	Deductions and Withholdings		Provide the ability to 'lock in' IRS supplied filing status, number of allowances, or tax withheld amount for a period designated by the IRS.	F	F	
FRPY-086	Payroll	Deductions and Withholdings		Insurance plan years are aligned with the calendar, but the biweekly pay calendar is not and the biweekly pay schedule changes annually. Provide for the automated calculation of insurance premium deductions that cross plan years / calendar years.	F	F	
FRPY-087	Payroll	Deductions and Withholdings		Provide the ability to 'catch up' specified deductions, state contributions on employees returning from active military duty.	F	F	
FRPY-088	Payroll	Deductions and Withholdings		Ability to support Reciprocity for state and local taxing of wages - Kentucky, Michigan, Ohio, Pennsylvania, Wisconsin (WH-47 form).	F	F	
FRPY-089	Payroll	Deductions and Withholdings		System provides ability to archive and retrieve employee payroll data based on user-defined criteria.	F	F	
FRPY-090	Payroll	Deductions and Withholdings		System allows earnings, deductions, and imputed income to be subject or not subject to the following tax deductions. System can switch each tax type on or off. System provides the ability to calculate and track multiple local taxes to account for each local jurisdiction based on: a. Gross taxable wages b. User defined taxable wage base c. FICA taxable wages d. Tiered tax table based on taxable gross e. Federal income tax f. State income tax g. Local income tax (county, city) h. All Taxes except Federal i. All taxes except FICA/Medicare j. Federal Tax only k. DO Not take Taxes (nontaxable earnings) l. No FICA/Medicare m. No FICA n. user defined taxing options at the employee level o. Fully Taxable	F	F	
FRPY-091	Payroll	Deductions and Withholdings		Alternatively, provide the ability to invoice employees for deductions that cannot be processed out of pay.	F	F	

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FRPY-092	Payroll	Deductions and Withholdings		System accommodates deductions based upon: a. Gross less user defined earning codes times percent (retirement) b. Greater of a percent of disposable earnings or a minimum net pay (garnishments)	F	F	
FRPY-093	Payroll	Deductions and Withholdings		System can handle the following deduction frequency codes:	F	F	
FRPY-094				One time only	F	F	
FRPY-095				Every pay period	F	F	
FRPY-096				First Pay of the Month	F	F	
FRPY-097				Second Pay of the Month	F	F	
FRPY-098				Third Pay of the Month	F	F	
FRPY-099				First and Second Pay of the Month	F	F	
FRPY-100				Second and Third Pay of the Month	F	F	
FRPY-101				First and Third Pay of the Month	F	F	
FRPY-102				First Pay Period End Date of the Month	F	F	
FRPY-103				First and Second Pay End of the Month	F	F	
FRPY-104				Second and Third Pay End of the Month	F	F	
FRPY-105				First and Third Pay End of the Month	F	F	
FRPY-106				Second Pay Period End Date of the Month	F	F	
FRPY-107				Third Pay Period End Date of the Month	F	F	
FRPY-108				4 times each month on a weekly basis	F	F	
FRPY-109				Start and stop dates	F	F	
FRPY-110				Annual and any pay cycle dollar limits	F	F	
FRPY-111				Reoccurring yearly deduction	F	F	
FRPY-112				Combination of above	F	F	
FRPY-113	Payroll	Deductions and Withholdings		System allows for override capabilities on deduction frequency coding to either increase or decrease a deduction code for:	F	F	
FRPY-114				One time only	F	F	
FRPY-115				User defined period of time	F	F	
FRPY-116	Payroll	Deductions and Withholdings		Deduction for retirement savings accounts / HSA follow all federal regulations	F	F	
FRPY-117	Payroll	Inquiry and Reporting		For each regular and off pay cycle, produce and maintain a payroll register, deduction, and earnings report with drilldown capabilities. Process third party payments for each regular and off cycle.	F	F	
FRPY-118	Payroll	Inquiry and Reporting		Produce and maintain multiple standard payroll reports based on state/agency specified criteria and designated authorization.	F	F	
FRPY-119	Payroll	Inquiry and Reporting		Produce and maintain data files or reports with period-to-date, month-to-date, quarter-to-date, and fiscal and/or calendar year-to-date totals for all pay types, deductions, withholdings, and net pay.	F	F	
FRPY-120	Payroll	Inquiry and Reporting		Generate a leave report by leave pay type showing leave earned, used and remaining balance for a user specified period.	F	F	

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FRPY-121	Payroll	Inquiry and Reporting		Should have the ability to maintain data files for period -to-date, month-to-date, quarter-to-date and year-to-date totals (Taxable Wages and Tax Withheld for State, Federal and Local fiscal and calendar year) by individual employee and source of funds.	F	F	
FRPY-122	Payroll	Inquiry and Reporting		Track and report State Active Duty (SAD)/National Guard reserve cost by executive order, mission and unit number.	F	F	
FRPY-123	Payroll	Inquiry and Reporting		Produce Prepay and Reversal reports.	F	F	
FRPY-124	Payroll	Payroll Accounting		Associate salaries, deductions, taxes, and pay types with a valid chart of account distribution, and calculate amounts split to multiple account distributions by percentage or time allocated in timekeeping, including distributions across agencies for employees working for multiple agencies.	F	F	
FRPY-125	Payroll	Payroll Accounting		Calculate "overlays" (or burdened labor expense) for annual and sick leave, employer's portion of health insurance and payable leave time, based on a user provided percentage or flat amount. The burden rate is the allocation rate at which indirect costs are applied to the direct costs of either labor or inventory. The state should add burden to the direct cost of either labor or inventory when you want to present the total absorbed cost of these items.	F	F	
FRPY-126	Payroll	Payroll Calculation		Calculate and verify overtime based on FLSA rules (multiple variables of the rules), state regulations and contracts, including holiday overtime, combining all hours in all positions and agencies with override capabilities.	F	F	
FRPY-127	Payroll	Payroll Calculation		Calculate pay and per diem for National Guard State Active Duty personnel on a daily basis, at the equivalent of what they would earn while on Federal Active Duty. (ability to receive file and load and process in payroll)	F	F	
FRPY-128	Payroll	Payroll Calculation		Process Indiana National Guard members while on State Active Duty (SAD) status, including state employees that are National Guard members called for State Active Duty.	F	F	
FRPY-129	Payroll	Payroll Calculation		Track and calculate the Federal Active Duty military rank rate and pay types (base pay, per diem, travel reimbursement, special duty pay, etc).	F	F	
FRPY-130	Payroll	Payroll Calculation		Relate tax types to pay types for National Guard SAD entitlements, for example: emergency pay (FIT, SIT only, no FICA), non-emergency base pay (FIT, SIT, FICA).	F	F	
FRPY-131	Payroll	Payroll Calculation		Calculate pay rates based on hourly, salaried, daily, or per diem, including weekly, bi-weekly, and monthly employees.	F	F	
FRPY-132	Payroll	Payroll Calculation		Allow a position to be designated as primary, or by % of each position assignment, for determining benefit, leave, OT, and other calculation or allocations, when more than one position is used for a pay period.	F	F	
FRPY-133	Payroll	Payroll Calculation		Provide the ability to gross up pay amounts based on contractual net pay due.	F	F	
FRPY-134	Payroll	Payroll Calculation		Calculate comp payout for employees changing from Covered FLSA status to Exempt or Executive/Non-Covered FLSA status.	F	F	

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FRPY-135	Payroll	Payroll Calculation		Allow one employee to be paid in more than one position during a pay period.	F	F	
FRPY-136	Payroll	Payroll Calculation		Provide the ability to process multiple payment types and designate which pay types are eligible within groups of employees: a. salary amount b. hours x hourly rate c. per diems d. 'special' payments for assigned duties e. daily subsistence f. expenses incurred discretionary bonuses county supplement i. Housing maintenance allowance	F	F	
FRPY-137	Payroll	Payroll Calculation		Provide for the setup of statutory payments whose terms are regulated and defined by Indiana State code for the Governor, Lieutenant Governor, secretary of state, auditor of state, treasurer of state, attorney general, superintendent of public instruction, supreme court justices, appellate court judges, supreme court judges and prosecutors and member of the general assembly.	F	F	
FRPY-138	Payroll	Payroll Calculation		Set and change payroll rules on an ongoing basis for state- defined periods that are implemented at the organization unit, job class, or individual employee appointment.	F	F	
FRPY-139	Payroll	Payroll Calculation		Calculate hours worked and allocate FMLA leave in compliance with USDOL requirements.	F	F	
FRPY-140	Payroll	Payroll Calculation		Calculate the following employee/agency pay, benefit premium costs and/or contribution amounts: 9/12 calculation (nine month appointment paid over twelve, etc.) 10/12 calculation, and 11/12 calculation including administration of escrow balance.	F	F	
FRPY-141	Payroll	Payroll Calculation		Each wage type to be designated as retirement eligible (i.e. counting toward earnings for retirement benefit determination).	F	F	
FRPY-142	Payroll	Payroll Calculation		Once employees terminate and date of separation is forwarded to ERM, the state's retirement contributions should stop.	F	F	
FRPY-143	Payroll	Payroll Calculation		For 24x7 employees, apply the 28 day rule applies for OT calculation; after 171 hours worked (regulated by USDOL uniform officer code).	F	F	
FRPY-144	Payroll	Payroll Processing		Process weekly, biweekly, monthly, and supplemental (on demand) pay cycles.	F	F	
FRPY-145	Payroll	Payroll Processing		Run payroll for select groups of employees or processing events.	F	F	
FRPY-146	Payroll	Payroll Processing		Provide for the ability to generate payments out of the cycle for individual employees or groups of employees that did not get paid in the normal biweekly cycle.	F	F	

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRPY-147	Payroll	Payroll Processing		Provide the ability to setup and process payroll for employee groups not paid each biweekly cycle throughout the year: a. Legislators paid salary on cycle including January 15 and February 15 will annual insurance premiums deducted over two periods b. Per diem is a flat regulated daily amount for in session and out of session (40% of in session); taxable but non taxable if commuting from outside 50 mile radius c. Expenses payments for cell phones, mileage d. Leadership pay is one time January 15 check; separate deposit for those legislators that head house and senate, or chair committees / sub-committees e. Also receive LSA payments and budget committee meeting payments	F	F	
FRPY-148	Payroll	Payroll Processing		Provide the ability to setup, maintain, activate, and deactivate National Guard employees (200) based on employee records received from Adjutant General of employees to be turned active during state emergency; the rate of pay, expected days of work, and pay frequency is specified.	F	F	
FRPY-149	Payroll	Payroll Processing		Employees classified as 'Senior Judges' are limited to work until age 75; more than 30 days per year entitles them to benefits; they cannot exceed 100 days of work per year.	F	F	
FRPY-150	Payroll	Payroll Processing		Process retroactive pay adjustments and update all payroll history and labor distributions.	F	F	
FRPY-151	Payroll	Payroll Processing		Retro pay will automatically correct: but keep historical journal of modifications	F	F	
FRPY-152				Salaries	F	F	
FRPY-153				Earnings adjustments	F	F	
FRPY-154				Tax deductions	F	F	
FRPY-155				Benefit deductions	F	F	
FRPY-156				Garnishments	F	F	
FRPY-157				Negative Earnings	F	F	
FRPY-158				Negative Earnings (negative retro adjustment will not generate a negative check)	F	F	
FRPY-159	Payroll	Payroll Processing		System will retain previous salary and hours and days worked data and effective dates for use when calculating retroactive pay adjustments	F	F	
FRPY-160	Payroll	Payroll Processing		Recover overpayments, including one time lump sum or in installments.	F	F	
FRPY-161	Payroll	Payroll Processing		Run a "proof" payroll process for agencies to review before final payroll is processed.	F	F	
FRPY-162	Payroll	Payroll Processing		Allow the ability to process dual status employees, which implies multiple classes, positions, funding sources and/or pay rates in the same pay cycle.	F	F	
FRPY-163	Payroll	Payroll Processing		Should have the ability to Process arrearages for deductions and taxes withheld.	F	F	
FRPY-164	Payroll	Payroll Processing		Recover overpayments (for example wage overpayments and travel advance funds not used that need to be reimbursed back to the agency) within specified period of time and in compliance with any specific state/agency policies or law.	F	F	

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FRPY-165	Payroll	Payroll Processing		Provide the ability to process unique pay groups within the standard bi-weekly cycle with employees of the state: <ul style="list-style-type: none"> a. National Guard (200 – 300 employees on call for emergencies) b. Inmates (200 – 300 prisoners; PEN Products; unique deductions) c. Patients of State run facilities (138 patients; 7 FSSA facilities) d. Students at Deaf & Blind State facilities (2 facilities) e. Horse Racing Commission 	F	F	
FRPY-166	Payroll	Payroll Processing		Provide for the payment processing of retiree groups on a monthly basis within the user designated bi-weekly cycle (once per month): State Police (1600) and former governors / widows (10).	F	F	
FRPY-167	Payroll	Payroll Processing		Automatically generate a comp pay off for employees in state civil service who have earned comp time-. Provide notification to the agency regarding the generated pay off. (qtr. after qtr. earned std in 31 IAC 5-7-6(3)(A)(i))	F	F	
FRPY-168	Payroll	Payroll Processing		Process final payments even if the employee final work day has been established before final pay cycle.	F	F	
FRPY-169	Payroll	Payroll Processing		Use effective dating for future transactions needed for benefits elections (open enrollment), and pay for performance (paid annually in February).	F	F	
FRPY-170	Payroll	Payroll Processing		Use multiple payment methods with direct deposit as the default. Pay cards are used if employee does not set up direct deposit bank data; first check is manual which creates a file to send to pay card company; payment file sent to pay card company each pay period thereafter; pay card company sends file to AOS with routing and account numbers of employee issued pay cards.	F	F	
FRPY-171	Payroll	Payroll Processing	4.C.3.A	After benefit open enrollment period ends, store benefit elections and apply with the final pay period in December (as premiums are collected in advance). Multiple effective dates apply to specific benefit plans.	F	F	
FRPY-172	Payroll	Payroll Processing		Provide the ability to designate on demand payments as either ACH or check.	F	F	
FRPY-173	Payroll	Payroll Processing		Provide the ability to process payment reversals for either direct deposits or manual checks.	F	F	
FRPY-174	Payroll	Payroll Processing		Notify the Treasurer of State of the total number of deposits and total dollar amount of deposits for each pay date.	F	F	
FRPY-175	Payroll	Payroll Processing		Electronic validation of ACH between the Bank and the state's integrated solution.	F	F	
FRPY-176	Payroll	Payroll Processing		Be able to support autopay for employees where required by IN statute, including but not limited to, elected officials.	F	F	

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FRPY-177	Payroll	Interfaces		Each payroll cycle produce the following files for the state's retirement plans: a. Employee earnings and employee / state contributions for Public Employees (PERF) for each legal entity (Lottery, Museum, Economic Development, Regional Authority, State) b. State Police pension contributions to Treasurer of State c. Legislative pension contribution to Investment Manager d. Judges retirement fund e. Teacher retirement fund f. Conservation retirement fund g. Prosecutors retirement fund	P	FC	Retirement deductions and eligible earnings are configurable and captured in PeopleSoft. A custom interface is required to produce a file containing deductions and eligible earnings by pay period for the State's retirement plans.
FRPY-178	Payroll	Interfaces		Each payroll produces payments to third parties including, but not limited to, a. State unemployment b. Taxing authorities (Federal, State and Local) c. TPAs d. Other vendors e. Bank (PNC)	F	F	
FRPY-179	Payroll	Interfaces		For each interface file produced by each payroll cycle, see the Interfaces tab.	X	FC	Interfaces were analyzed based on the listing provided in Attachment K2. We would recommend standardization of files by vendor type where possible and have assumed that many of the existing interfaces would be replaced by delivered integration within PeopleSoft HCM and to PeopleSoft Financials. A count of interfaces in our solution has been included in our Cost Assumptions located in Attachment D Cost Proposal Template.
FRPY-180	Payroll	Interfaces	4.A.1.A	Allow spreadsheet upload and electronic submission of payroll data to be processed during normal payroll runs.	F	F	
FRPY-181	Payroll	Interfaces	4.A.1.A	When processing external payroll files, deliver status notifications to user-defined recipients.	X	PCTP	Workflow notification would be configured to notify users of received field. These would need to be developed within each inbound process. We would recommend prioritizing which interfaces require notification to best manage customizations and ongoing maintenance.
FRPY-182	Payroll	Self-Service		Configure ESS to allow employee updates to address, phone number, personal email, emergency contacts, federal/state tax filing status, number of allowances, additional tax to be withheld, and request W2. Address changes must be assessed for county impacts to taxing.	F	F	
FRPY-183	Payroll	Self-Service		Configure ESS to allow employee to submit weekly time, request leave, request copies of W2 or view/print/email W-2 and/or 1095, and enroll for benefits during open enrollment.	F	F	

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FRPY-184	Payroll	Self-Service		Identify data elements eligible for user update via ESS that will require multi-factor authentication.	F	F	
FRPY-185	Payroll	Self-Service		Configure ESS to allow employees to change multiple instances of bank routing / bank account information with authentication.	F	F	
FRPY-186	Payroll	Self-Service		Configure ESS to allow employees to view direct deposit pay remittance, pay card pay stub, leave balances by leave type, and W2 box detail.	F	F	
FRPY-187	Payroll	Self-Service		Pay advice should be configurable to includes pay and hours worked for the current period, year-to-date, including taxable wages, taxes withheld, and leave balances.	F	F	
FRPY-188	Payroll	Self-Service		ESS should be accessible via a mobile device.	F	F	
FRPY-189	Payroll	Self-Service		Should allow employees to model "what-if" net pay scenarios, including determining proper W-4 and other tax withholdings.	F	F	
FRPY-190	Payroll	Self Service		Allow employees to view the details (calculated amounts, balances, etc.) of all deductions (garnishments, flexible spending accounts, etc.) and pay calculations.	F	F	
FRPY-191	Payroll	Self Service		Provide accessibility and print capability via ESS for prior years for W-2s and 1095s. Prior years consists of those previous years produced and generated by PeopleSoft only.	F	F	
FRPY-192	Payroll	Workflow		Have payroll workflow capabilities, including the ability for approval and routing of selected actions or payroll events invoked by employees, agency personnel, or central office (AOS,SPD).	X	PCTP	Specific payroll events would need to be defined and prioritized. ePay transactions are supported by approvals for example, while others may require custom workflow.
FRPY-193	Payroll	Workflow		Termination notices should be routed to HR and Payroll leads at the agency and AOS central payroll upon entry.	F	F	
FRPY-194	Payroll	Unique Pay Groups		Ability to track employees that do not hold positions.	F	F	
FRPY-195	Payroll	Unique Pay Groups		Ability to allocate 50% of prisoner's to a victim's crime and victim's housing fund that supports victims of crimes.	F	F	
FRPY-196	Payroll	Unique Pay Groups		Ability to pay members of the National Guard even though they are not currently in PeopleSoft.	F	F	
FRPY-197	Payroll	Unique Pay Groups		Ability to pay employees military differential pay when they are called to active duty and their active duty pay check is less than their state pay. The differential pay prevents them from losing income while on active duty.	F	F	
FRPY-198	Payroll	Direct Deposit		Allow employees that ability to enroll in direct deposit via self service.	F	F	
FRPY-199	Payroll	Direct Deposit		Allow employees to elect to receive pay on a pay card via self service.	F	F	
FRPY-200	Payroll	Direct Deposit		Ability to switch between direct deposit and pay card payment anytime.	F	F	
FRPY-201	Payroll	Direct Deposit		Auto enroll employees who have not set up direct deposit to receive pay via pay card.	F	F	
FRPY-202	Payroll	Direct Deposit		Allow employees to enroll in up to two pay accounts for direct deposit.	F	F	
FRPY-203	Payroll	Direct Deposit		Ability to pay Unique Pay Groups, vendors and other state agencies via direct deposit.	F	F	

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FRPY-204	Payroll	Direct Deposit		Ability to pay employees via direct deposit within the same pay period as requested.	F	F	
FRPY-205	Payroll	Legislators		Ability to pay legislators 2 times per year on January 15th and February 15th or as designated for legislative compliance.	F	F	
FRPY-206	Payroll	Legislators		Ability to pay benefit premiums in bi-annual payments.	F	F	
FRPY-207	Payroll	Legislators		Ability to calculate benefit premium deductions based on user-defined frequencies per year.	F	F	
FRPY-208	Payroll	Legislators		Ability to pay legislators a daily per diem.	F	F	
FRPY-209	Payroll	Legislators		Ability to pay legislators a monthly taxable expense equal to 40% of the current per diem rate.	F	F	
FRPY-210	Payroll	Senior Judges		Ability to bill employees directly for benefit premiums.	F	F	
FRPY-211	Payroll	Senior Judges		Ability to pay senior judges using more than one TRC a day.	F	F	
FRPY-212	Payroll	Senior Judges		Ability to enter days worked and convert into hours for pay.	F	F	
FRPY-213	Personnel Administration	Employee Maintenance		Transfer employees between agencies with all historical data for the employee accessible to the new organization.	F	F	
FRPY-214	Security	Payroll		Vendor shall provide row level security for agencies to only view their Payroll data in PeopleSoft while allowing for centralization of payments by AOS.	F	F	
FRPY-215	Payroll	Allocations		Vendor shall create a process for the allocation of Fringe Cost and how it should be handled as it pertains to project-level activities as well as overtime cost.	F	F	

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

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FRTM-001	Time and Labor	Inquiry and Reporting		Produce a report that details scheduled hours, time worked, leave usages, leave balances, etc., on an hourly or daily basis for each pay period for every employee, including costing information at any Chart of Account (COA) level.	X	PCTP	A custom SQR report would be required to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRTM-002	Time and Labor	Inquiry and Reporting		Produce a report that provides total scheduled hours, time worked, total leave usages (per type) and total overtime hours by cost center, division, interdepartmental group, or agency.	X	PCTP	A custom SQR report would be required to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRTM-003	Time and Labor	Inquiry and Reporting		Produce exception reports after time input that will capture a variety of incidents such as: no time for active employee, excessive overtime, unapproved timesheets, leave in excess of 37.5 hours (or scheduled time), etc.	F	F	
FRTM-004	Time and Labor	Inquiry and Reporting		Produce a leave value report by employee and allotment code of leave balances at the end of the fiscal and/or calendar year with the following information: leave balance in days or hours, hourly wage, hours times hourly wage, FICA, total leave value plus FICA. (all paid leave types), etc.	X	PCTP	A custom SQR report would be required to meet this requirement. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRTM-005	Time and Labor	Labor Distribution		Adjust the distribution of the full cost of staff time and associated benefits and other costs, hours, and FTEs to COA values not limited to organization units, appropriations/funds, projects, or programs, based on agency-defined business rules.	F	F	
FRTM-006	Time and Labor	Labor Distribution		Allocate labor expense and other payroll liabilities to the chart of accounts elements and other data fields.	F	F	
FRTM-007	Time and Labor	Labor Distribution		Apply labor distribution rules based on agency-maintained effective dates, retaining historical views for human capital cost, hours, and FTE rules and calculations by program, grant, work order, revenue source, appropriations/funds, organization and other parameters.	F	F	
FRTM-008	Time and Labor	Labor Distribution		Establish default coding templates for labor distribution based on business defaults.	F	F	
FRTM-009	Time and Labor	Labor Distribution		Make mass corrections/updates to groups of labor distribution transactions selected by key fields.	F	F	
FRTM-010	Time and Labor	Labor Distribution		Specify distribution percentages when multiple account distributions are charged (or the use of actual hours by account distributions).	F	F	
FRTM-011	Time and Labor	Labor Distribution		Create and maintain multi-tiered and multiple labor distribution rules and calculation algorithms for human capital costs, hours, and FTEs with effective begin and end dates associated with the agency as a whole or particular programs, revenue sources, appropriations/funds, or grants, (e.g. supporting the distribution of labor costs to appropriations/funds within programs or projects and other parameters).	F	F	
FRTM-012	Time and Labor	Labor Distribution		Account for and distribute agency-defined non-labor costs based on hours worked and process appropriate accounting transactions (e.g., job costing, general ledger, journal entries).	F	F	
FRTM-013	Time and Labor	Labor Distribution		System provides the ability to define timesheet fields by agency, job class, hours type, cost center, project accounting distribution, etc.	F	F	

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FRTM-014	Time and Labor	Labor Distribution		System provides the ability to produce online or printed pro-forma timesheets for each employee including anticipated distribution of hours based on a static model associated with the position assignment.	X	PCTP	A pro-forma timesheets report would be developed using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRTM-015	Time and Labor	Labor Distribution		System provides the ability to default as much information as possible during the timekeeping function, e.g., Agency/Cabinet, Department, Division, Branch/Office, Business Unit, Crew, Location.	F	F	
FRTM-016	Time and Labor	Labor Distribution		System provides the ability to restrict pay codes by Agency, job classification, workgroup, etc.	F	F	
FRTM-017	Time and Labor	Labor Distribution		System provides the ability to allow for employees to charge time to a specific COA value including program/project and to specify the type of work performed (e.g. activity).	F	F	
FRTM-018	Time and Labor	Labor Distribution		System provides the ability to default projects available for a particular employee.	F	F	
FRTM-019	Time and Labor	Labor Distribution		System provides the ability for designation of default ("Home") accounting information to be used on time entries where no additional information is specified on the timesheet, including positions which are spread across multiple account distributions.	F	F	
FRTM-020	Time and Labor	Labor Distribution		System provides the ability to allow employees to charge time to a Cost Center other than their "Home" Agency or Cost Center (with interactive edit) based on agency approval with user defined options, e.g., by agency, department, account distributions.	F	F	
FRTM-021	Time and Labor	Labor Distribution		System provides ability for user to specify distribution by actual hours when multiple account distributions are charged (or the user of actual hours by account distributions.)	F	F	
FRTM-022	Time and Labor	Labor Distribution		System provides the ability to display current leave accrual rates and leave balances for each employee while time is being entered or reviewed via ESS Time or alternative Time Capture system.	F	F	
FRTM-023	Time and Labor	Labor Distribution		Ability to handle combined rates of overtime for employees who have time tied to more than one appointment which may be in more than one Agency.	F	F	
FRTM-024	Time and Labor	Labor Distribution		Spread overtime among account distributions worked.	F	F	
FRTM-025	Time and Labor	Labor Distribution		System provides the ability to generate holiday schedules, on an as needed, user defined basis, and automatically update eligible employee time and attendance records where applicable.	F	F	
FRTM-026	Time and Labor	Labor Distribution		System provides the ability to automatically default hours for eligible employees for holidays, to be configured based on the state's annual holiday calendar each year: <ul style="list-style-type: none"> • One normal work day for all eligible employees based on schedule. • Accrue one normal work day leave for certain employees that normally work on holidays. • Allow payment for holiday worked based on Agency, and pay type. 	F	F	
FRTM-027	Time and Labor	Labor Distribution		System provides the ability to automatically compensate for seasonal time changes.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRTM-028	Time and Labor	Labor Distribution		System provides the ability for controls that specify expected minimum and maximum hours by, for example, cost center, business unit, position.	F	F	

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FRTM-029	Time and Labor	Labor Distribution		System provides the ability to not allow for work time to be entered in advance of actually working (by day or by pay period), on an agency by agency basis, with the ability to override.	F	F	
FRTM-030	Time and Labor	Labor Distribution		Display of Accounting Template Costing Elements in Time Approval Screen	F	F	
FRTM-031	Time and Labor	Labor Distribution		System provides the ability to allocate labor expense and other payroll liabilities to the COA elements and other data fields, including, but not limited to the following: <ul style="list-style-type: none"> • Fund • Sub Fund • Appropriation • Sub Location • Department • Location • Task • Sub Task • Task Order • Reporting Code • Sub Reporting Code • Program • Program Period • Phase • Activity • Unit • Sub-Unit • Sub-Object • Department Object • Sub-Activity • Function • Sub-Function • Template 	F	F	
FRTM-032	Time and Labor	Labor Distribution		System provides the ability to constantly refresh COA revisions, from the financial system, to the COA structure maintained within the HR/Payroll system (real time or near real time).	F	F	
FRTM-033	Time and Labor	Labor Distribution		System provides the ability to retrieve labor cost distribution transactions for audit and reconciliation purposes for at least the current period plus 15 years (based on AOS retention policy).	X	PCTP	A labor distribution report would be developed using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for reports that may be used to meet this requirement.
FRTM-034	Time and Labor	Labor Distribution		Historical data must be retained in legible, retrievable formats, which may include an archive or other storage method(s), for these time periods: (a) Payroll and Time data – 15 years (3 years minimum post final billing to FHWA), and (b) Personnel data – 50 years post separation (termination or retirement).	X	PCTP	A historical payroll report would be developed using data from Indiana's existing data warehouse. Accenture has included a bucket of hours for customizations that may be used to meet this requirement.
FRTM-035	Time and Labor	Labor Distribution		System provides the ability to maintain labor distribution transaction level detail online for a minimum of three years or as otherwise defined by the state.	F	F	

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FRTM-036	Time and Labor	Labor Distribution		System provides a mechanism to make mass corrections/updates to groups of labor distribution transactions selected by key fields while maintaining an audit trail.	F	F	
FRTM-037	Time and Labor	Labor Distribution		System provides the ability to distribute employer-paid benefits and costs of paid leave taken and the hours associated with each cost.	F	F	
FRTM-038	Time and Labor	Labor Distribution		System provides the ability to distribute costs based upon time reported in user-defined increments.	F	F	
FRTM-039	Time and Labor	Labor Distribution		System provides the ability to budget by one set of chart of account elements but distribute payroll based on a different set of chart of account elements.	F	F	
FRTM-040	Time and Labor	Labor Distribution		TM - Display of Accounting Template Costing Elements in Time Approval Screen	F	F	
FRTM-041	Time and Labor	Labor Distribution		System provides the ability to record comments regarding a specific work activity.	F	F	
FRTM-042	Time and Labor	Labor Distribution		During the allocation process for labor distribution, there are rounding differences due to the breakdown of Wages, Leaves and the associated fringes. These rounding differences are to be applied to the template based on state/agency requirements.	F	F	
FRTM-043	Time and Labor	Labor Distribution		Support the ability to allocate leave (and other forms of paid time off) and compensatory time is distributed to projects worked as defined by state/agency allocation requirements.	F	F	
FRTM-044	Time and Labor	Labor Distribution		Provide a means to charge labor cost for purposes of billing and recovering labor cost from a third party (private company, local government).	F	F	
FRTM-045	Time and Labor	Labor Distribution		System determines how overtime has been earned by account distribution codes to allow for proper cost accounting.	F	F	
FRTM-046	Time and Labor	Resource Schedule		Allow each agency to create work shifts and work schedules of variable duration.	F	F	
FRTM-047	Time and Labor	Resource Schedule		Assign work schedules to individuals, employee groups, and employees of an agency and/or state-specified organizational unit.	F	F	
FRTM-048	Time and Labor	Resource Schedule		Change scheduled beginning time and scheduled ending time on a daily basis based on actual time periods worked.	F	F	
FRTM-049	Time and Labor	Resource Schedule		Define work and seasonal schedules by agency, organization unit or job class. (Work schedule = typical work days, e.g., 8 hours/day Monday - Friday or 10 hours/day Monday - Thursday.)	F	F	
FRTM-050	Time and Labor	Resource Schedule		Edit work schedules against business rules that may vary by agency, organization code, or job class.	F	F	
FRTM-051	Time and Labor	Resource Schedule		Assign staff to various work times and job functions on the established work schedule for the applicable agency, organization unit, program, or project.	F	F	
FRTM-052	Time and Labor	Resource Schedule		Establish agency, organization unit, program based and other work schedules with effective beginning and end dates and requirements for coverage of particular job functions and staffing levels.	F	F	
FRTM-053	Time and Labor	Resource Schedule		Generate holiday schedules, on an as needed, State/agency defined basis, and automatically update eligible employee time and attendance records where applicable.	F	F	
FRTM-054	Time and Labor	Resource Schedule		Generate unlimited default schedules and work hours for exception based employees based on agency defined profiles.	F	F	
FRTM-055	Time and Labor	Time Administration		Allow employees and employee groups to be processed based on positive or exception time entry.	F	F	
FRTM-056	Time and Labor	Time Administration		Allow for the processing of time from two different calendars or fiscal years at the same time.	F	F	
FRTM-057	Time and Labor	Time Administration		Make mass changes for a single employee or group of employees within an interval of time and make any necessary corresponding adjustments to employee records, leave or pay balances.	F	F	

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FRTM-058	Time and Labor	Time Administration		Each manager needs the ability to approve time for everyone in the organization unit that reports to the manager; time approvers may be different than the employee's report to in the organization structure.	F	F	
FRTM-059	Time and Labor	Time Administration		Designate certain full time employees to choose between overtime and comp time (i.e. legislative services LSA) and to change this per pay period; within the same pay period as allowed by agency and/or position.	F	F	
FRTM-060	Time and Labor	Time Administration		Provide for a variable number of work hours in the pay period (e.g., 70, 75, 80).	F	F	
FRTM-061	Time and Labor	Time Approval		Allow agencies, organizations, units, programs, grants and supervisors to "lock" timesheets submitted for review and approval to prevent further update by employees; conversely, continue to allow updates and require re-approval and track all changes made to the timesheet to be able to see different "versions" of the timesheet.	F	F	
FRTM-062	Time and Labor	Time Approval		Configure a flexible time approval process by agency, organization unit, program, grant, position, and employee.	F	F	
FRTM-063	Time and Labor	Time Approval		Have tracking and supervisor notification and reporting of employees who are in early/late, out early/late based on defined thresholds.	F	F	
FRTM-064	Time and Labor	Time Approval		Most agencies and employees have access to and use Time & Labor module. For those who do not, should have the ability to provide a time capture screen with all active employees displayed for the organization unit.	F	F	
FRTM-065	Time and Labor	Time Approval		Support all methods of time capture across the state: a. Time & Labor (majority) b. Custom front end c. Time clocks (e.g., hospitals, parking garages, race tracks, prisons) d. Work management system (1600 DOT work crews in the field) e. Incident tracking system used by DNR (200 Officers)	X	FC	For integration with external time capture systems, a custom interface file layout would need to be mapped to the 3rd party product and time and leave sent to Time and Labor and Absence Management.
FRTM-066	Time and Labor	Time Capture / Entry		Allow employees to enter multiple time records for a 24-hour period (e.g., multiple in/out records), including varying periods of time worked, projects and account distributions worked within a given shift, definable by State/agency.	F	F	
FRTM-067	Time and Labor	Time Capture / Entry		Create flexible time capture including use of work schedules, default account distributions, entry of units as well as hours, or use of various methods of time entry (web entry, mobile device, etc.).	F	F	
FRTM-068	Time and Labor	Time Capture / Entry		Automatically determine holiday hours for eligible hourly employees based on hours worked in calendar month, master calendar, and/or hours available for work based on state/ agency defined business rules (e.g., prorate holiday hours based on hours worked).	F	F	
FRTM-069	Time and Labor	Time Capture / Entry		Pre-populate holiday hours on the timesheet accordingly for employees eligible for holiday pay	F	F	
FRTM-070	Time and Labor	Time Capture / Entry		Automatically generate pay adjustment transactions when necessary based on retroactive data entered (e.g., hours entered result in overtime in a prior pay period).	F	F	
FRTM-071	Time and Labor	Time Capture / Entry		Capture time for permanent, temporary, part-time, full-time, seasonal employees and other non-employee types (e.g., volunteers, contractors).	F	F	
FRTM-072	Time and Labor	Time Capture / Entry		Apply default employee profile and schedule information during the timekeeping function.	F	F	
FRTM-073	Time and Labor	Time Capture / Entry		Calculate a shift differential amount based on hours worked during certain shifts based on agency/state defined parameters.	F	F	
FRTM-074	Time and Labor	Time Capture / Entry		Generate default hours for exception-based employees based on agency/state defined profiles (e.g., work schedules, employment status).	F	F	

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FRTM-075	Time and Labor	Time Capture / Entry		Provide for the capture of time reporting codes (TRC); the state currently uses 225 codes that can be summarized as follows: 1. Time worked (regular, OT) 2. Compensatory time earned, used, holiday 3. Leave time requested, earned and used 4. LWOP 5. Disability 6. Commute charges 7. Bonus 8. Jury duty 9. Holiday 10. Personal time 11. Mileage 12. Rewards 13. Workers comp 14. Special rate pay 15. Special duty pay	F	F	
FRTM-076	Time and Labor	Time Capture / Entry		Should have the ability to Support variable time capture methods from: a. Prosecuting Attorneys b. Court of Appeals c. DNR Officers d. Legislative Attorney	X	FC	Removed per State of Indiana BAFO Request sent 10/21/2019 For integration with external time-capture systems, a custom interface file layout would need to be mapped to the 3rd party product and time and leave sent to Time and Labor and Absence Management. We would standardize time capture so all external systems use one file format.
FRTM-077	Time and Labor	Time Capture / Entry		Input changes and corrections to time and hours types and other time capture information both during and after payroll reporting periods (retroactive corrections) based on time-based business rules and editing.	F	F	
FRTM-078	Time and Labor	Time Capture / Entry		Allow employees to charge time to a Cost Center other than their home Agency or Cost Center (with interactive edit) based on options by agency, department, account distributions etc.	F	F	
FRTM-079	Time and Labor	Time Capture / Entry		Allow employees to charge time to a specific program or project and specify the type of work performed (e.g., activity), with the ability to see the description on the timesheet.	F	F	
FRTM-080	Time and Labor	Time Capture / Entry		Allow entry of units as well as hours.	F	F	
FRTM-081	Time and Labor	Time Capture / Entry		Allow for a comment area on the time sheet that includes date, time of entry, and user ID.	F	F	
FRTM-082	Time and Labor	Time Capture / Entry		Calculate/verify overtime hour eligibility based on State defined rules to include combined rates of overtime for employees who have time tied to more than one appointment which may be in more than one Agency.	F	F	
FRTM-083	Time and Labor	Time Capture / Entry		Collect statistical data from employees as part of the time capture process.	F	F	
FRTM-084	Time and Labor	Time Capture / Entry		Default projects and activities available for a particular employee.	F	F	
FRTM-085	Time and Labor	Time Capture / Entry		Define maximum number of hours in various way, e.g., by pay code by agency, job classification, employment status (full time, part time), workgroup.	F	F	

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FRTM-086	Time and Labor	Time Capture / Entry		Designate default ("home") accounting information to be used on time entries where no additional information is specified on the timesheet, including positions which are spread across multiple account distributions.	F	F	
FRTM-087	Time and Labor	Time Capture / Entry		Allow employees to protest time entry if employee disagrees with time entered for them, but have the time entered continue to process and retroactively correct the entry if the protest is successful.	F	F	
FRTM-088	Time and Labor	Time Capture / Entry		Direct timekeepers/employees directly to the line in question when an error exists.	F	F	
FRTM-089	Time and Labor	Time Capture / Entry		Validate leave balances at time entry and allow employees to see their balances.	F	F	
FRTM-090	Time and Labor	Time Capture / Entry		Enforce State/agency defined time entry rules at time entry (e.g., Leave taken and hours exceed 40 hours per week, holiday rules enforced).	F	F	
FRTM-091	Time and Labor	Time Capture / Entry		Restrict employees to only be able to charge time to cost distributions for which they are authorized.	F	F	
FRTM-092	Time and Labor	Time Capture / Entry		Allow overtime-eligible employees to indicate if they want to be paid for overtime and/or shift differential (as opposed to accruing comp time) and for which week(s)/day(s).	F	F	
FRTM-093	Time and Labor	Time Capture / Entry		Ability to capture time via time clocks, and receive hours worked from departments using Workforce Solutions (DOC, FSSA, Gaming, IDOA, DMV, AOS)	F	F	
FRTM-094	Time and Labor	Time Capture / Entry		Ability to process pay without using OPS T&L.	F	F	
FRTM-095	Time and Labor	Time Capture / Entry		Ability to load time into OPS T&L.	F	F	
FRTM-096	Time and Labor	Time Capture / Entry		Ability to pay a flat amount per day to an employee.	F	F	
FRTM-097	Time and Labor	Time Capture / Entry		Ability to pay time captured outside of OPS T&L 9.2.	X	FC	For integration with external time capture systems, a custom interface file layout would need to be mapped to the 3rd party product and time and leave sent to Time and Labor and Absence Management. We would standardize time capture so all external systems use one file format.
FRTM-098	Time and Labor	Time Capture / Entry		Ability to display time reporting codes and description on pay checks.	F	F	
FRTM-099	Time and Labor	Time Capture / Entry		Allow employees eligible for holiday pay to report regular hours worked on the holiday and to receive holiday hours on a non-scheduled holiday.	F	F	
FRTM-100	Time and Labor	Time Capture / Entry		System provides the ability to limit the number of hours associated with a position for a user-defined period (e.g., project positions, contract positions, full or part-time position, seasonal position, scholarships, interim, FFTL).	F	F	
FRTM-101	Time and Labor	Time Capture / Entry		Provide system controls like warning alerts if trying to be paid for over maximum allowed on paid military hours per calendar year.	F	F	
FRTM-102	Time and Labor	Workflow		Automatically generate and route exception reports from time processing to designated staff for review and action, providing email and other alerts.	F	F	
FRTM-103	Time and Labor	Workflow		Allow for supervisory delegates to be assigned for approval of time sheets.	F	F	
FRTM-104	Time and Labor	Workflow		Allow for management approval of time to "roll-up" if the immediate supervisor position is currently vacant.	F	F	
FRTM-105	Time and Labor	Workflow		Create online overtime requests and route through appropriate approvals within state/agency defined rules.	F	F	

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FRTM-106	Time and Labor	Workflow		Create online leave requests and route through appropriate approvals with state/agency defined rules.	F	F	
FRTM-107	Time and Labor	Workflow		Should have the ability to Route time sheets for additional approval when overtime pay and / or shift differential is used.	F	F	
FRTM-108	G/L Alignment	G/L Alignment		Vendor will analyze current Human Capital Management financial chart fields and align and/or map those to PeopleSoft Financials.	F	F	
FRTM-109	Time and Labor	Time Capture / Entry		The Vendor will configure the system to provide the ability to allow time clock entry as approved at payable time. The system will allow for differing interfaces in the future per the current time keeping system implementation project underway at the SOI.	X	FC	For integration with external time capture systems, a custom interface file layout would need to be mapped to the 3rd party product and time and leave sent to Time and Labor and Absence Management. We would standardize time capture so all external systems use one file format.

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRLV100	Leave Management	Inquiry and Reporting		Calculate leave value, as of any point in time, to support GASB 34 reporting of leave liability and transfer the data to the GL module for posting the accrual transaction.	F	F	
FRLV101	Leave Management	Inquiry and Reporting		Generate exception reports after time input that will capture leave events such as: comp time taken in the period, leave time taken in a period, leave payout, etc.	F	F	
FRLV102	Leave Management	Inquiry and Reporting		Produce a report each pay period listing all employees' sick, annual, and other leave balances (Leave Balance Report).	F	F	
FRLV103	Leave Management	Inquiry and Reporting		Generate a report that details scheduled hours, time worked, leave usages, leave balances, etc., by hour or day within pay period for employees, unit level, division level, and statewide.	F	F	
FRLV104	Leave Management	Inquiry and Reporting		Generate a statistical leave analysis report by leave type, total hours used, average hours used, and the cost of leave used based on a specified time intervals.	F	F	
FRLV105	Leave Management	Inquiry and Reporting		The ability to create, store, and alter letter templates for all leave types.	F	F	
FRLV106	Leave Management	Inquiry and Reporting		The ability to alter previously generated letters.	F	F	
FRLV107	Leave Management	Inquiry and Reporting		The ability to generate automatic responses to requestors based on leave type, documents provided, and eligibility criteria.	F	F	
FRLV108	Leave Management	Leave Administration		The ability for certain government entities to process leaves according to their unique accrual, eligibility and usage rules. (Please see Leaves and Absences workbook)	F	F	
FRLV109	Leave Management	Leave Administration		Support the use of unlimited number of leave types with or without balance accruals and associated business rules by state/agency. (Please see Leaves and Absences workbook)	F	F	
FRLV110	Leave Management	Leave Administration		Support the potential for the conversion of leave balances to service credits as tracked in the IN Public Retirement System (INPRS).	F	F	
FRLV111	Leave Management	Leave Administration		The ability to define which leave types are eligible to run concurrently with FML usage.	F	F	
FRLV112	Leave Management	Leave Administration		Support federal overtime eligibility rules for the accrual of comp time and the state limit for the number of comp time hours allowed in the calendar year.	F	F	
FRLV113	Leave Management	Leave Calculations and Payments		Define leave accrual calculation and usage rules based on combinations of variables, by leave type (with an override capability) based on flexible state/agency defined criteria.	F	F	
FRLV114	Leave Management	Leave Calculations and Payments		Allow employees eligible for holiday pay to report regular hours worked on the holiday and to receive holiday hours on a non-scheduled holiday.	F	F	
FRLV115	Leave Management	Leave Calculations and Payments		Establish payments for specified overtime-eligible employees that have reached the earned comp time maximum (thus reducing the comp time balance).	F	F	
FRLV116	Leave Management	Leave Calculations and Payments		Project leave "run out" for any specified employees, including any additional accruals that will occur.	F	F	
FRLV117	Leave Management	Leave Calculations and Payments		Trigger payment requests for specified employees who have accumulated an state/agency specified number of hours of comp time.	F	F	
FRLV118	Leave Management	Leave Requests / Authorizations		Create online leave requests and route through appropriate approvals within state/agency defined leave request rules.	F	F	
FRLV119	Leave Management	Leave Requests / Authorizations		Present attendance pattern information to leave request reviewers based on business rules by agency.	F	F	
FRLV120	Leave Management	Leave Requests / Authorizations		Prohibit leave requests that will be in excess of leave balance earned through the time the leave is requested (current leave plus leave time accrued to the time the leave is to be taken) in the case of paid leave, or policy maximums in the case of unpaid leave. Leave thresholds are state/agency definable by type of leave (e.g., sick leave, FMLA maximums).	F	F	
FRLV121	Leave Management	Leave Requests / Authorizations		Enforce state/agency defined leave usage rules at time entry.	F	F	
FRLV122	Leave Management	Leave Tracking		Maintain history of all leave actions (both automated and manual adjustments).	F	F	
FRLV123	Leave Management	Leave Tracking		Retain leave balances for a specified time period from the date the employee separates from state employment.	F	F	

FRLV124	Leave Management	Leave Tracking		Track FML (State and Federal) hours and eligibility by employee.	F	F	
FRLV125	Leave Management	Leave Tracking		The ability to alert employees entering time when usage of leave will take the balance below leave balance accrual threshold.	F	F	
FRLV126	Leave Management	Leave Tracking		The ability to restrict leave entered in timesheets to approved leave requests based on business rules that may vary by leave type, agency, or organization unit.	F	F	
FRLV127	Leave Management	Leave Tracking		The ability to track the accruals, limits, eligibility, usage, value, and payment of leave using leave types and leave reason codes (e.g. leave balances and calculations need to be controlled at a combination of leave type and leave reason). Reason types should be defined and only available for specified leave types.	F	F	
FRLV128	Leave Management	Leave Tracking		The ability to define the business rule for leave carryover that defines how much leave can be brought forward into the new calendar year.	F	F	
FRLV129	Leave Management	Self Service		The ability to allow employees to view their leave balances by leave type.	F	F	
FRLV130	Leave Management	Self Service		The ability to allow employees to view their leave usage by specified time period and leave type.	F	F	
FRLV131	Leave Management	Self Service		The ability to allow employees to view the status of all requests they submit.	F	F	
FRLV132	Leave Management	Self Service		The ability to use configure system edits against business rules by agency, organization unit and work schedule for leave requests processed via Employee Self Service.	F	F	
FRLV133	Leave Management	Self Service		The ability to allow managers to review all leave requested by user defined period as a basis to approve or reject leave requests.	F	F	
FRLV134	Leave Management	Workflow		The ability to create and maintain a multi-step approval/workflow for review and approval of all leave transactions to be used by the business unit (on/off).	F	F	
FRLV135	Leave Management	LEAVES: Accrue, Use, Pay		The ability to calculate leave accrual based on calendar dates that can be adjusted due to various circumstances such as rehire, appointment, and unpaid leaves in excess of 30 calendar days.	F	F	
FRLV136	Leave Management	LEAVES: Accrue, Use, Pay		The ability to track and report accrued leave time for each employee per each eligible leave type based on user defined rules.	F	F	
FRLV137	Leave Management	LEAVES: Accrue, Use, Pay		The ability to support the use of unlimited number of leave types with or without balance accruals and associated business rules by state/agency.	F	F	
FRLV138	Leave Management	LEAVES: Accrue, Use, Pay		The ability to administer leave plan eligibility based on length of service (vacation is earned from DOH but not available to use until employed for 6 months).	F	F	
FRLV139	Leave Management	LEAVES: Accrue, Use, Pay		The ability to capture and store accrual date.	F	F	
FRLV140	Leave Management	LEAVES: Accrue, Use, Pay		The ability to calculate leave time based on an accrual date.	F	F	
FRLV141	Leave Management	LEAVES: Accrue, Use, Pay		Based on business unit rules, support the ability to allow full-time employees to accrue vacation leave after the first six (6) months of employment.	F	F	
FRLV142	Leave Management	LEAVES: Accrue, Use, Pay		Based on business unit rules, support the ability for part-time employees to accrue vacation leave after the first twelve (12) months of employment.	F	F	
FRLV143	Leave Management	LEAVES: Accrue, Use, Pay		The ability to delete all accrued and unused vacation leave hours for employees who are dismissed.	F	F	
FRLV144	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow an employee who separates from service in good standing, to receive payment for accrued but unused vacation leave up to a maximum of two hundred twenty-five (225) hours (or other allowable maximums).	F	F	
FRLV145	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow employees of eligible agencies who are retiring or retirement eligible to convert their sick, vacation, and personal leaves to receive a maximum of payout benefit of \$5,000.00 under the Retiree Leave Conversion program at 31 IAC 5-10.	F	F	
FRLV146	Leave Management	LEAVES: Accrue, Use, Pay		The ability to reinstate unused and uncompensated sick, vacation, or personal leaves for rehired former employees who did not receive compensation at time of separation.	F	F	
FRLV147	Leave Management	LEAVES: Accrue, Use, Pay		The ability to calculate vacation accrual for full-time employees at 7.0, 7.5, 8.0, 8.5 or 10.5 hours of vacation leave for each 30 days of employment in pay status.	F	F	

FRLV148	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow full-time employees to use earned leave at the end of six months of employment resulting in the immediate availability of earned hours of vacation leave for full-time employees.	F	F	
FRLV149	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow part-time employees working at least fifty percent of full-time to accrue vacation leave at one-half the full-time rate or 3.5, 3.75, 4.0, 4.25, or 5.25 hours of vacation for each 30 days of employment in pay status.	F	F	
FRLV150	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow part-time employees to use their earned vacation after twelve months of employment.	F	F	
FRLV151	Leave Management	LEAVES: Accrue, Use, Pay		The ability to prohibit vacation accrual for hourly, per diem, temporary, intermittent, or employees working less than one-half time.	F	F	
FRLV152	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow eligible employees to accrue unlimited vacation leave hours; some business units apply an annual cap.	F	F	
FRLV153	Leave Management	LEAVES: Accrue, Use, Pay		The ability to roll accrued and unused vacation leave over to the next calendar year; carry forward business rules vary by business unit.	F	F	
FRLV154	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow remaining vacation hours after a partial payout for an employee who separates service in good standing and is rehired.	F	F	
FRLV155	Leave Management	LEAVES: Accrue, Use, Pay		The ability to add accrued vacation leave before used vacation leave is subtracted.	F	F	
FRLV156	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow an employee to go negative for up to 22.5 hours of unaccrued time and as the vacation is accrued the balance is adjusted.	F	F	
FRLV157	Leave Management	LEAVES: Accrue, Use, Pay		The ability to require vacation leaves requested in excess of four (4) continuous calendar weeks to be approved by the State Personnel Director or designee before being used for employees in agencies under SPD jurisdiction.	F	F	
FRLV158	Leave Management	LEAVES: Accrue, Use, Pay		The ability to allow employees to use vacation, sick, and personal leaves in increments as small as .25 hour.	F	F	
FRLV159	Leave Management	LEAVES: Accrue, Use, Pay		The ability to calculate comp time based on hours worked in accordance with FLSA.	F	F	
FRLV160	Leave Management	LEAVES: Accrue, Use, Pay		Allow overtime-exempt employees to accrue compensatory (comp) time in accordance with a Financial Management Circular 2013-04 .	F	F	
FRLV161	Leave Management	LEAVES: Accrue, Use, Pay		Allow employees who are required to work on days designated as state holidays to receive compensatory time off to take on another day.	F	F	
FRLV162	Leave Management	LEAVES: Accrue, Use, Pay		Allow overtime-eligible employees to receive comp time in lieu of monetary payment for overtime hours worked.	F	F	
FRLV163	Leave Management	LEAVES: Accrue, Use, Pay		Allow overtime-eligible employees to select if they want comp time or paid time based on hours worked in accordance with FLSA when entering time on their time sheet.	F	F	
FRLV164	Leave Management	LEAVES: Accrue, Use, Pay		Allow employees to indicate on their timesheet comp time hours by selecting CMP for those hours worked.	F	F	
FRLV165	Leave Management	LEAVES: Accrue, Use, Pay		Allow managers to approve or deny Comp Time allocation via time sheet.	F	F	
FRLV166	Leave Management	LEAVES: Accrue, Use, Pay		Ability to prevent managers from changing or denying hours designated for payable hours instead of comp time.	F	F	
FRLV167	Leave Management	LEAVES: Accrue, Use, Pay		Ability to require overtime-eligible employees who have comp time available when taking approved family-medical leave (FML), to use that comp time concurrently with that absence before using accrued leave or taking unpaid leave.	F	F	
FRLV168	Leave Management	LEAVES: Accrue, Use, Pay		Ability to apply compensation at the straight or premium rate for comp time payment.	F	F	
FRLV169	Leave Management	LEAVES: Accrue, Use, Pay		Ability to set criteria to automatically trigger full or partial payment of comp time balances based on amount of balance, date, and/or when an employee moves to an exempt position or to another agency.	F	F	
FRLV170	Leave Management	LEAVES: Accrue, Use, Pay		Prohibit the payment of Comp time to overtime-exempt employees under FMC 2013-04.	F	F	
FRLV171	Leave Management	LEAVES: Accrue, Use, Pay		The ability to zero out any balance of comp time an overtime - exempt employee has upon leaving the agency where they earned it under FMC 2013-14.	F	F	
FRLV172	Leave Management	LEAVES: Accrue, Use, Pay		Allow Supreme Court (INSC) – employees to accrue and use vacation time immediately upon hire. They do not have to wait 6 months to use accrued vacation. (Please see Leaves and Absences workbook)	F	F	

FRLV173	Leave Management	LEAVES: Accrue, Use, Pay		Allow Supreme Court Part time employees to begin accruing bonus vacation hours after 5 years of service at the ½ time rate instead of waiting the normal ten years. (Please see Leaves and Absences workbook)	F	F	
FRLV174	Leave Management	LEAVES: Accrue, Use, Pay		Convert Supreme Court employee vacation hours in excess of 150 hours to sick hours at the end of each calendar year. (Please see Leaves and Absences workbook)	F	F	
FRLV175	Leave Management	LEAVES: Accrue, Use, Pay		Convert Supreme Court remaining personal hours to sick hours at the end of each calendar year. (Please see Leaves and Absences workbook)	F	F	
FRLV176	Leave Management	LEAVES: Accrue, Use, Pay		Allow non-teacher staff at the School for the Blind and Deaf (INSB/INSD) to accrue sick, vacation, and personal leaves at the same full-/part-time rates and frequencies as described for SPD employees. (Please see Leaves and Absences workbook)	F	F	
FRLV177	Leave Management	LEAVES: Accrue, Use, Pay		Prevent teachers from accruing vacation/bonus vacation leave for teachers at the School for the Blind and Deaf (INSB/INSD). (Please see Leaves and Absences workbook)	F	F	
FRLV178	Leave Management	LEAVES: Accrue, Use, Pay		Allow civilian employees to accrue vacation and sick time at the same full-/part-time rates and frequencies as SPD employees. (Please see Leaves and Absences workbook)	F	F	
FRLV179	Leave Management	LEAVES: Accrue, Use, Pay		Allow trooper recruits to accrue sick, vacation, and personal leaves at 8.00 hours based on their 80.00 hours biweekly per pay period (1/10 of the biweekly hours). (Please see LOA workbook)	F	F	
FRLV180	Leave Management	LEAVES: Accrue, Use, Pay		Allow troopers hired after 1982 (Post 82 Troopers) to accrue 8.50 hours based on their 85.00 hours biweekly pay period. (Please see LOA workbook)	F	F	
FRLV181	Leave Management	LEAVES: Accrue, Use, Pay		Allow IEDC employees to accrue at a full-time rate of 8.00 hours based on their biweekly hours which are set at 80.00 hours per pay period (1/10 of biweekly hours). (Please see LOA workbook)	F	F	
FRLV182	Leave Management	LEAVES: Accrue, Use, Pay		Allow IEDC part-time employees to accrue at 50% of the agency's full-time of 8/80. (Please see LOA workbook)	F	F	
FRLV183	Leave Management	LEAVES: Accrue, Use, Pay		Allow Senate employees to accrue vacation, sick, and personal leaves on the same frequencies as described for SPD employees. (Please see LOA workbook)	F	F	
FRLV184	Leave Management	LEAVES: Accrue, Use, Pay		Allow Senate employees to accrue vacation, sick and personal time at a full-time rate of 7.00 hours based on their biweekly hours which are set at 70.00 per pay period. (Please see Leaves and Absences workbook)	F	F	
FRLV185	Leave Management	LEAVES: Accrue, Use, Pay		Allow Senate part-time employees to accrue vacation, sick and personal time at 50% of their bi-weekly hours. (Please see Leaves and Absences workbook)	F	F	
FRLV186	Leave Management	LEAVES: Accrue, Use, Pay		Allow fire fighters to accrue vacation, sick, and personal leaves on the same frequencies as described for SPD employees. (Please see Leaves and Absences workbook)	F	F	
FRLV187	Leave Management	LEAVES: Accrue, Use, Pay		Allow fire fighters to accrue at a full-time rate of 10.5 hours based on their biweekly hours which are set at 106.00 hours per pay period. (Please see Leaves and Absences workbook)	F	F	
FRLV188	Leave Management	LEAVES: Accrue, Use, Pay		Allow DNR Conservation and ATC Excise officers to accrue on the same frequencies as described for SPD employees. (Please see Leaves and Absences workbook)	F	F	
FRLV189	Leave Management	LEAVES: Accrue, Use, Pay		Allow DNR Conservation and ATC Excise officers to accrue at a full-time rate of 8.50 hours based on their biweekly hours which are set at 85.00 per pay period. (Please see Leaves and Absences workbook)	F	F	
FRLV190	Leave Management	LEAVES: Accrue, Use, Pay		Allow accrual dates to be adjusted when an employee has experienced a break in state service or an unpaid leave of more than 30 calendar days.	X	FC	A custom App Engine program would be required to reduce the time associated with accrual dates, based on unpaid leave.
FRLV191	Leave Management	LEAVES: Accrue, Use, Pay		Calculate accruals for vacation, sick, and personal leaves to be adjusted when the accrual date is adjusted on an employee's record.	F	F	
FRLV192	Leave Management	LEAVES: Accrue, Use, Pay		Allow full-time state employees to accrue bonus vacation leave on each year after their five (5), ten (10) and twenty (20) year employment anniversaries. The number of bonus vacation leave hours accrued each year for full-time employees are listed below: <ul style="list-style-type: none"> •For Years 5, 6, 7, 8 and 9, the employee will accrue 22.5 bonus vacation hours per year. •For Years 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, the employee will accrue 60 bonus vacation hours per year. •For Years 20 and over, the employee will accrue 97.5 bonus vacation hours per year. (Please see Leaves and Absences workbook) 	F	F	

FRLV193	Leave Management	LEAVES: Accrue, Use, Pay		Allow employees working part-time (at least 50%) to accrue these amounts at 10, 20, and 40 years. <ul style="list-style-type: none"> •For Years 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, the employee will accrue 22.5 bonus vacation hours per year. •For Years 20-39, the employee will accrue 60 bonus vacation hours per year. •For Years 40 and over, the employee will accrue 97.5 bonus vacation hours per year. (Please see Leaves and Absences workbook) 	F	F	
FRLV194	Leave Management	LEAVES: Accrue, Use, Pay		Calculate and adjust the bonus vacation accrual date for employees who break service or switch between full-time and part-time service.	F	F	
FRLV195	Leave Management	LEAVES: Accrue, Use, Pay		Allow full-time employees to accrue sick leave at the rate of 7.5 sick hours for every 60 days of full-time employment in pay status, plus 7.5 additional sick hours for every 120 days of full-time employment in pay status. (Please see Leaves and Absences workbook)	F	F	
FRLV196	Leave Management	LEAVES: Accrue, Use, Pay		Allow part-time employees working 50% or more of full-time to accrue sick leave at the rate of 3.75 sick hours for every 60 days of employment in pay status, plus 3.75 additional sick hours for every 120 days of employment in pay status. (Please see LOA workbook)	F	F	
FRLV197	Leave Management	LEAVES: Accrue, Use, Pay		Stop hourly, per-diem, temporary, intermittent, or employees working less than one-half time from accruing sick, vacation, and personal leave .	F	F	
FRLV198	Leave Management	LEAVES: Accrue, Use, Pay		Allow employees in LBBM, and Auditor approved employment codes to be set up to accrue sick time based on defined rules; see attached list of employment codes for details .	F	F	
FRLV199	Leave Management	LEAVES: Accrue, Use, Pay		Allow sick leave to accrue based on the sick accrual date.	F	F	
FRLV200	Leave Management	LEAVES: Accrue, Use, Pay		Allow employees to accrue unlimited sick leave.	F	F	
FRLV201	Leave Management	LEAVES: Accrue, Use, Pay		Allow employee's unused sick leave balances to roll over each calendar.	F	F	
FRLV202	Leave Management	LEAVES: Accrue, Use, Pay		Ability to identify active employees that have vacation or sick leave balances of 300 hours or more.	F	F	
FRLV203	Leave Management	LEAVES: Accrue, Use, Pay		Determine the basis for triggering the accrual of leave time earned; currently vacation, sick, personal, and bonus vacation leaves are tied to separate accrual dates.	F	F	
FRLV204	Leave Management	LEAVES: Paid & Unpaid		Track both leave types and/or leave reason codes including but not limited to: <ul style="list-style-type: none"> •Accrued leaves (sick, vacation, and personal) •Bone Marrow and Organ Donor Leaves •Community Service Leave •Disaster Relief Services Leave •Emergency Conditions Leave •Funeral Leave •Jury Duty •Leave to serve as Witness •Military Leave (15 days paid and extended unpaid) •Special Sick Leave •Other Paid Leave •Authorized Leave without Pay •Unauthorized Leave without Pay •(Please see Leaves and Absences workbook) 	F	F	
FRLV205	Leave Management	LEAVES: Paid & Unpaid		Suspend pay when an employee is on an unpaid leave.	F	F	
FRLV206	Leave Management	LEAVES: Paid & Unpaid		Suspend accrual earnings when an employee is on an unpaid leave.	F	F	
FRLV207	Leave Management	LEAVES: Paid & Unpaid		Track lost time (time not worked and not paid).	F	F	
FRLV208	Leave Management	LEAVES: Paid & Unpaid		Bill employee for benefit premiums while on an unpaid leave.	F	F	

FRLV209	Leave Management	LEAVES: Paid & Unpaid		Notify payroll when employees have been approved or denied a leave request.	F	F	
FRLV210	Leave Management	LEAVES: Paid & Unpaid		Track when an employee is absent from work for an entire pay period or more and will be using accrued leave, bone marrow/organ donor leave, SSL, or NPL concurrently with a designated FML.	F	F	
FRLV211	Leave Management	LEAVES: Paid & Unpaid		Track employees who are members in the National Guard or a Reserve Unit of the US Military and are called to active duty.	F	F	
FRLV212	Leave Management	LEAVES: Paid & Unpaid		Pay eligible employees who are a member in the National Guard or Reserves differential pay while on unpaid leave during active duty.	F	F	
FRLV213	Leave Management	LEAVES: Paid & Unpaid		Pay employees who are members in the National Guard or Reserves up to 15 days of paid military leave annually.	F	F	
FRLV214	Leave Management	LEAVES: Paid & Unpaid		Track the eligibility criteria established by the federal Family and Medical Leave Act and regulations.	F	F	
FRLV215	Leave Management	LEAVES: Paid & Unpaid		Automatically indicate when an employee is FML eligible based on federal FML regulations with capability to override.	F	F	
FRLV216	Leave Management	LEAVES: Paid & Unpaid		Track FML concurrently with sick, NPL, worker's comp, STD/LTD, vacation, personal, special sick leave, and Line of Duty when eligible.	F	F	
FRLV217	Leave Management	LEAVES: Paid & Unpaid		Pay employee's accrued or other appropriate paid leave while on FML.	F	F	
FRLV218	Leave Management	LEAVES: Paid & Unpaid		Track FML intermittently, continuously, or as a reduced work schedule.	F	F	
FRLV219	Leave Management	LEAVES: Paid & Unpaid		Track eligibility of New Parent Leave (NPL) based on the Executive Order 17-31 signed by the governor.	F	F	
FRLV220	Leave Management	LEAVES: Paid & Unpaid		Auto enroll full-time employees who have been approved in NPL plan with 150 hours.	F	F	
FRLV221	Leave Management	LEAVES: Paid & Unpaid		Auto enroll part-time employees who have been approved in NPL plan with 75 hours.	F	F	
FRLV222	Leave Management	LEAVES: Paid & Unpaid		Decrease leave balances as used, including hourly or daily increments.	F	F	
FRLV223	Leave Management	LEAVES: Paid & Unpaid		Ability to communicate the status: request, approval, denial, and return to work notifications for leaves via workflow without the use of paper forms.	F	F	
FRLV224	Leave Management	LEAVES: Paid & Unpaid		Allow employees the ability to initiate a request for a leave via Employee Self Service (ESS).	F	F	
FRLV225	Leave Management	LEAVES: Paid & Unpaid		Ability to identify and group employees who were employed at least one year prior to July 1, 1989, when the state's STD/LTD plan was implemented and have never broken service, and enroll them in a special leave plan referred to as Special Sick Leave (SSL). (Please see Leaves and Absences workbook and Leaves: Paid & Unpaid Narrative)	F	F	
FRLV226	Leave Management	LEAVES: Paid & Unpaid		Allow use of SSL only after enrolled employees have exhausted all balances of accrued sick, vacation, and personal leaves.	F	F	
FRLV227	Leave Management	LEAVES: Paid & Unpaid		Allow use of SSL by eligible employees only concurrently with absences covered by FML or STD/LTD.	F	F	
FRLV228	Leave Management	LEAVES: Paid & Unpaid		Deplete SSL balance if an employee separates from state service.	F	F	
FRLV229	Leave Management	LEAVES: Paid & Unpaid		Allow employees to request paid or unpaid Military Leave using Employee Self Service (ESS).	F	F	
FRLV230	Leave Management	LEAVES: Paid & Unpaid		Send notification to designated benefits administrator when an employee elects to continue or discontinue health care benefits while on unpaid Military leave.	F	F	
FRLV231	Leave Management	LEAVES: Paid & Unpaid		Allow employees on Military Leave to submit their Leave & Earnings Statement (LES) from the military authority to Agency Payroll via Employee Self Service.	F	F	
FRLV232	Leave Management	LEAVES: Paid & Unpaid		Calculate Military Differential Pay for employees on unpaid Military Leave. The differential pay equals the difference between base military pay from what they would be paid by the state.	F	F	
FRLV233	Leave Management	LEAVES: Paid & Unpaid		Ability to make adjustments to leave balances.	F	F	
FRLV234	Leave Management	LEAVES: Paid & Unpaid		Pay employees for lost wages if leave was unpaid prior to approval for NPL.	F	F	

FRLV235	Leave Management	LEAVES: Paid & Unpaid		Ability to add accrued leave before used leave is subtracted.	F	F	
FRLV236	Leave Management	LEAVES: Paid & Unpaid		Ability to process and manage more than one Line Of Duty (LOD) leave plan/occurrence for an Indiana State Police (ISP) Trooper. (Please see Leaves and Absences workbook)	F	F	
FRLV237	Leave Management	LEAVES: Paid & Unpaid		Ability to track and report remaining LOD leave per occurrence per ISP Trooper.	F	F	
FRLV238	Leave Management	LEAVES: Paid & Unpaid		Ability to track the status (approved, denied, processing, closed, etc.) of LOD leave per occurrence.	F	F	
FRLV239	Leave Management	LEAVES: Paid & Unpaid		Ability to notify defined stakeholders when an employee is approaching 365 days of LOD leave and is eligible for LTD.	F	F	
FRLV240	Leave Management	LEAVES: Paid & Unpaid		Ability for employee to access the injury/illness form in the Shield online to document the injury.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRLV241	Leave Management	LEAVES: Paid & Unpaid		Ability to process and track LOD leaves on an intermittent bases.	F	F	
FRLV242	Leave Management	LEAVES: Paid & Unpaid		Allow officers to continue to accrue time while on an LOD leave.	F	F	
FRLV243	Leave Management	LEAVES: Paid & Unpaid		Ability to process LOD payments via AOS payroll.	F	F	
FRLV244	Leave Management	LEAVES: Paid & Unpaid		Ability to capture and transmit LOD paid leave time off via the biweekly time reporting file.	F	F	
FRLV245	Leave Management	LEAVES: Paid & Unpaid		Ability to initiate and track a worker's comp leave.	F	F	
FRLV246	Leave Management	LEAVES: Paid & Unpaid		Allow employees on unpaid worker's comp leave to used earned paid time off to supplement worker's comp pay.	F	F	
FRLV247	Leave Management	LEAVES: Paid & Unpaid		Ability to transmit worker's comp claim to 3rd party administrator.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRLV248	Leave Management	LEAVES: Paid & Unpaid		Ability to transmit leave balances and available paid time off to 3rd party administrator.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRLV249	Leave Management	LEAVES: Paid & Unpaid		Ability for 3rd party administrator to communicate expected return to work date to the State.	F	F	Removed per State of Indiana BAFO Request sent 10/21/2019
FRLV250	Leave Management	LEAVES: Paid & Unpaid		Ability to stop pay for employees on worker's comp leave.	F	F	
FRLV251	Leave Management	LEAVES: Paid & Unpaid		Ability to process payments out A/P for payments made to employees on worker's comp leave	F	F	
FRLV252	Leave Management	LEAVES: Paid & Unpaid		Allow concurrent use of paid leave while on FML. Overtime-eligible employees in state civil service must first exhaust their comp time (if they have it) and then available sick leave hours prior to using any other leave hours.	F	F	
FRLV253	Leave Management	LEAVES: Paid & Unpaid		Allow employees to use accrued leave (sick, vacation and personal) in increments as small as .25/hour.	F	F	
FRLV254	Leave Management	LEAVES: Paid & Unpaid		No sick leave is paid out except under the Retiree Leave Conversion program at 31 IAC 5-10. Employees who are retiring or retirement-eligible convert their sick, vacation, and personal leaves to receive a maximum of payout benefit of \$5,000.00 under the Retiree Leave Conversion program at 31 IAC 5-10.	F	F	
FRLV255	Leave Management	LEAVES: Paid & Unpaid		Ability to zero out/deplete balances of vacation, sick, and personal leaves when an employee is dismissed from employment to prevent reinstatement of any previously unused balances if employee is rehired.	F	F	
FRLV256	Leave Management	LEAVES: Paid & Unpaid		All full-time employees to accrue personal leave at the rate of 1/10 of full time biweekly hours for every 120 days of full-time employment in pay status.	F	F	
FRLV257	Leave Management	LEAVES: Paid & Unpaid		All part-time employees working at least 50% of 1/10 of biweekly hours to accrue personal leave for every 120 days of employment in pay status.	F	F	
FRLV258	Leave Management	LEAVES: Paid & Unpaid		Exclude all leave accrual for hourly, per diem, temporary, intermittent, or employees working less than one-half time. (see AOS employment code listing)	F	F	
FRLV259	Leave Management	LEAVES: Paid & Unpaid		Accrue personal leave days based on personal leave accrual date.	F	F	
FRLV260	Leave Management	LEAVES: Paid & Unpaid		Limit employees personal leave balance to agency defined rules. (Please see Leaves and Absences workbook)	F	F	

FRLV261	Leave Management	LEAVES: Paid & Unpaid		Allow an employee eligible to accrue personal leave, if the accrual is in excess of the 22.5 hour limit, roll the excess hours into the employee's accrued sick leave balance.	F	F	
FRLV262	Leave Management	LEAVES: Paid & Unpaid		The ability to meet all requirements defined in the Leaves and Absences workbook.	F	F	
FRLV263	Leave Management	LEAVES: Paid & Unpaid		Allow payout of personal leave only under the Retiree Leave Conversion program at 31 IAC 5-10 when employees who are retiring, or retirement eligible convert their sick, vacation, and personal leaves to receive a maximum of payout benefit of \$5,000.00 under the Retiree Leave Conversion program at 31 IAC 5-10.	F	F	
FRLV264	Leave Management	LEAVES: Paid & Unpaid		Once an overtime -eligible employee reaches the federal maximum comp time balance, then all additional over-time hours must be paid.	F	F	
FRLV265	Leave Management	LEAVES: STD/LTD		Ability to establish a 30 calendar day elimination period before STD benefits are payable.	F	F	
FRLV266	Leave Management	LEAVES: STD/LTD		Ability to supplement STD and LTD benefits with paid leave time.	F	F	
FRLV267	Leave Management	LEAVES: STD/LTD		Ability to pay regular pay and disability for employees that are on partial disability and part-time disability.	F	F	
FRLV268	Leave Management	LEAVES: STD/LTD		Ability to provide biweekly salary and leave balances to 3rd party disability administrators.	X	FC	A custom outbound interface would be needed to send information to 3rd party disability administrators.
FRLV269	Leave Management	LEAVES: STD/LTD		Ability to send and receive communication with 3rd party disability administrator through system integration.	X	PCTP	Removed per State of Indiana BAFO Request sent 10/21/2019 Custom interfaces would be required to manage communications with 3rd parties and related payments. Would need clarity on what type of communication is required.
FRLV270	Leave Management	Leave Conversion		Ability to convert accrued vacation and sick leave time into dollars that can be deposited into their 401(a)-matching account (see leave conversion policy; elected offices, legislative, and judicial branches).	F	F	
FRLV271	Leave Management	Leave Coordination		The system shall provide the ability to streamline and coordinate requests for and administration of S/LTD, WC, FML, and NPL when more than one leave applies to a single absence. (Please see Leaves and Absences workbook, Narratives, and Process Flows)	F	F	

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRAL-001	Allocations	Statistical		Allow for cost/revenue allocation based on statistical methods including unlimited statistical entries which may be interfaced into the system, uploaded from spreadsheets, generated by system transactions, or manually entered.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured to allocate cost or revenue in Project Costing or General Ledger module.
FRAL-002	Allocations	Statistical		Add statistical methods as the need arises.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would calculate and distribute labor costs, and then send it to Financials. Allocations would be configured to allocate cost or revenue in Project Costing or General Ledger module.
FRAL-003	Allocations	Statistical		Carry forward history of statistics and use and/or update for use in the next period.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would calculate and distribute labor costs, and then send it to Financials. Allocations would be configured to allocate cost or revenue in Project Costing or General Ledger module.
FRAL-004	Allocations	Data Capture		Modify and store indirect rate(s) set for specific effective date ranges, including statewide cost allocation plan (SWCAP) or agency revenue/cost allocation, and applied to all related transactions for the period of the effective dates, including overhead allocations.	F	F	The Allocation requirements would be met in the Finance application. Indirect rate(s) set can be configured in Project Costing module as Rate Set or Rate Plan. Rate sets and rate plans in Project Costing can be assigned to projects or activities to apply indirect rates to all related transactions.

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRAL-005	Allocations	Data Capture		Add cost pools as the need arises.	F	F	The Allocation requirements would be met in the Finance application. Cost pools can be defined as projects or other COA cost centers. HCM Time and Labor would calculate and distribute labor costs to these projects or cost centers, and then send it to Financials. Additional cost pools can be defined as new projects or new cost centers.
FRAL-006	Allocations	Calculation and Transaction		Define the sequence and schedule of allocations at the agency level.	F	F	The Allocation requirements would be met in the Finance application. Allocation can be uniquely configured by Business Units in Financials. Each allocation can be run at different schedule. Each agency can be either one or many Business Units.
FRAL-007	Allocations	Calculation and Transaction		Allocate revenues/expenditures to various chart of account elements by percentage.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-008	Allocations	Calculation and Transaction		Apply the allocation percentages across the target COA distributions and create the necessary balanced journal entry for the transaction.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-009	Allocations	Calculation and Transaction		Automatically move (step) allocations to another grant or phase when the allocated grant does not allow the charge, based on agency defined criteria.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRAL-010	Allocations	Calculation and Transaction		Establish, store, and utilize single and multi-layered revenue/cost redistribution matrices to allocate revenues/expenditures after their initial posting to various chart of account elements by percentage.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-011	Allocations	Calculation and Transaction		Maintain a step-down revenue/cost allocation methodology.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-012	Allocations	Calculation and Transaction		Cross check that each "pool" to be allocated is completely allocated.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-013	Allocations	Calculation and Transaction		Run a "pre-check" allocation for review before submitting for final approval.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-014	Allocations	Fund Split		Perform program income fund split before cost allocation to net expenditures and income. Perform fund splits after cost allocation to move expenditures from undefined fund detail to the federal or state grant fund details, based on the fund split percentage.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.

Tracking #	Category	SubCategory	Business Process Link	Vendor shall certify their ability to configure, customize or utilize 3rd party products for the PeopleSoft HCM 9.2 Solution, including Payroll, to support the following requirements	PeopleSoft HCM 9.2 Ability to Satisfy	Vendor Ability to Satisfy	The vendor will explain how they will meet the requirement and any concerns or ramifications
FRAL-015	Allocations	Projection		Generate estimates of indirect costs for receiving grants (existing and new grants), based on existing statistics.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-016	Allocations	Projection		Perform "what if" modelling using different statistical models for grant allocations.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-017	Allocations	Inquiry and Reporting		Query/report on all amounts allocated to a grant and trace it back to the original allocating grant.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-018	Allocations	Inquiry and Reporting		Retain and report on the history of revenue/cost pools and statistical measures for any period.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.
FRAL-019	Allocations	Inquiry and Reporting		Report on revenue/cost pools and current statistics as input during the period in which they are accumulated, and historical reporting.	F	F	The Allocation requirements would be met in the Finance application. HCM Time and Labor would collect the funding sources, distribute the labor costs, and then send it to Financials. Allocations would be configured in either the Project Costing or General Ledger module.

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

#	Report ID	Report Name	Description	Produced By
FRRPT-001	B269D001 PFTA2100	ACCOUNT NMBR COMB NOT FND ON NCR ACCRUALS REPORT	Wrong level 3,4,5 Shows total master file records and YC and ZT transactions	Payfake Payfake
FRRPT-002				
FRRPT-003	ACHR3PF5 PY444PF4	ACH TOTALS REPORT ANNUAL CHILD SUPPORT FEE GARN	Gives ACH totals for the week Lists ee's with KX DOE code, amount and ytd amount for that pay date	Payfake Payfake
FRRPT-004				
FRRPT-005	PFPR08	CHECK HOURLY RATE TO SALARY	Salary changes	Payfake
FRRPT-006	PFPR08C	CITY CONVERSION ERROR REPORT	City is too long	Payfake
FRRPT-007	S269D001	CLERK REQUESTED OPTIONS REPORT	Various errors	Payfake
FRRPT-008	5070PF2A	COMPUTE WARNINGS	Transfer warnings	Payfake
FRRPT-009	S0700PF3	COMPUTE WARNINGS	Life insurance errors	Payfake
FRRPT-010	S269D003	CONFIRM NEGATIVE ADJ TO GROSS	Positive, negative adjustments by level 2	Payfake
FRRPT-011	P506APF4	COUNTY METHOD VERIFY	County method errors	Payfake
FRRPT-012	PY430PF4	DATE OF BIRTH ERRORS	Date of birth errors	Payfake
FRRPT-013	PF166ERR DOENTPF5	DECREMENT ERROR REPORT Deductions Not Taken	EE status no pay List emps with DOE's that would not deduct that pay	Payfake Payfake
FRRPT-014	PY473PF4	DEFERRED COM INCR TO MIN AMT	Shows all deferred comp deductions that were increased to \$15/check for any zero dollars that were changed to \$15	Payfake
FRRPT-015	PY382TZ	DEFERRED TZ NEAR OR OVER LIMIT	Emps who are close or going over deferred comp limit	Payfake
FRRPT-016				
FRRPT-017	PY370PF4 SY37D10	DIRECT DEPOSIT SETUP ERROR REPT DIV 4 , 24 / NONACT WITH VAC HRS	Invalid direct deposit set up VAC/SICK/PER/Comp with negative balances	Payfake Payfake
FRRPT-018				
FRRPT-019	S1951D10 PY456PF4	EA ERROR BY RETIREMENT CODE EMP PD OUT OF LBBM OR OTHER L1L2	List emps with possible retirement errors Shows emps being paid out of more than one level 1	Payfake Payfake
FRRPT-020				
FRRPT-021	PY468PF4	EMP WTH ST POL INS/ND ACT S6 DOE	EMP WTH ST POL INS/ND ACT S6 DOE	Payfake
FRRPT-022	PY464PF4	EMPLOYEES W/O ACTIVE DOES YY ZZ	EMPLOYEES W/O ACTIVE DOES YY ZZ	Payfake
FRRPT-023	P463BPF4	EMPLOYEES WITH NVALID SEASONAL CD	EMPLOYEES WTH INVALID SEASONAL CD	Payfake
FRRPT-024	PY417PF6	EMPLOYMENT/TERMINATION DATE ERRO	Shows term date errors	Payfake
FRRPT-025	PY474PF4 PRT0TPF5	EMPS WITH DOE C3 CUR AMT NE ZERO FAKE GROSS TO NET REGISTER	EMP WITH CURRENT C3 DOE AMOUNTS Shows totals and which agencies are getting paid	Payfake Payfake
FRRPT-026				
FRRPT-027	N0D0EKE4	FAKE NODDE REPORT	Lost hours report	Payfake
FRRPT-028	SY191D10	FICA INDICATOR CHANGES	FICA INDICATOR CHANGES	Payfake
FRRPT-029	PY480G1	G1 BONUS ACTIVITY	G1 bonus totals	Payfake
FRRPT-030	PY477RPT	GARN DOE WITHOUT AMT	Shows garnishment does without amounts	Payfake
FRRPT-031	PY41534S P1202PF4	GARN ISETS ERROR GARNISHMENNTS OVER 25% OF DISPOS	Garnishments w/out isets numbers Emps with garns over 25% of their disp income	Payfake Payfake
FRRPT-032	PF4PY120	GARNISHMENNTS OVER 50% OF DISPOS	Garnishments greater than 50% of disp income	Payfake
FRRPT-033	GRNCERR	GARNISHMENT COURT ERROR REPORT	Shows emps without a court number keyed on them	Payfake
FRRPT-034				
FRRPT-035	PYGN06A PF4PY350	GARNISHMENT COURT/CAUSE NOT FND Garnishment DOES Not Taken	List court/cause number not found List garnishments active but nothing coming out for that pay	Payfake Payfake
FRRPT-036				
FRRPT-037	PY113D14	GL ERROR REPORT	Invalid level 3,4,5 with PS	Payfake
FRRPT-038	PY465PF4	HOURLY RATE OR SALARY MISSING	HOURLY RATE OR SALARY MISSING	Payfake
FRRPT-039	PY425RPT	HSA ERROR SETUP REPORT	Shows various HSA errors	Payfake
FRRPT-040	IERPTPF5	I/E REPORTS F5	Board member pay	Payfake
FRRPT-041	PY471PF4	Inmates with FICA A	Shows inmates coded with a FICA A	Payfake
FRRPT-042	PY27PF4	INPRS DOE TOTALS	Retirement totals	Payfake
FRRPT-043	PF4PY329	IRS Levy Report	List emps with levy garnishment	Payfake
FRRPT-044	PY441PF4	IRS LOCK IN EXCEPTIONS RPT	Shows everyone who has a current lock in	Payfake
FRRPT-045	P479P34S	KX PAID BY EMPLOYEE	Emps having KX deducted that pay	Payfake
FRRPT-046	py409doe	MULTIPLE UNION ERRORS	Emps with multiple union deductions	Payfake
FRRPT-047	PY505PF4	OVERTIME IN EXCESS	OVERTIME IN EXCESS	Payfake
FRRPT-048	S154AD10	PAY RATE/ STATUS CHANGES-DIF SORT	Shows salary changes/percent inc/dec	Payfake
FRRPT-049	GLERRPF3	PAYROLL GL ERROR REPORT	Invalid level 3,4,5 with oldacct	Payfake
FRRPT-050	PF3RECON	PAYROLL RECON SUMMARY REPORT	Shows ACH totals	Payfake
FRRPT-051	PRGLAGYF	PAYROLL/GL AGENCY CENTER	Agency totals	Payfake
FRRPT-052	PERFERR	PERF PERCENT ERROR REPORT	Retirement errors	Payfake

#	Report ID	Report Name	Description	Produced By
	PY371PF4	SOC/MED/MQGE TAX REFUND REPORT	Shows anyone receiving a tax refund that pay	Payfake
FRRPT-053				
FRRPT-054	S1571D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-055	S1573D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-056	S1574D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-057	S1575D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-058	S1576D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-059	S1577D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-060	S1578D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-061	S1579D10	SOCIAL SECURITY/MEDICARE REPORTS	SS/Med tax balancing	Payfake
FRRPT-062	FINCD22A	SUSPENSE FUND CENTER REPORT	Shows errors between payroll and GL	Payfake
FRRPT-063	P503APF4	TAXABLE FRINGE BENEFITS - DOE	Totals for taxable benefits for all agencies	Payfake
FRRPT-064	P503BPF4	TAXABLE FRINGE BENEFITS- L1L2	Totals for taxable benefits by level 2	Payfake
FRRPT-065	SA20W5A	TIME AND ATTENDANCE	Shows invalid biweekly hours	Payfake
FRRPT-066	PFTIMBAL	TIME ENTRY BALANCING	Hours totaled by level 3,4,5	Payfake
	PFTIMERR	TIME ENTRY ERRORS	Payfile errors-reg hours coded for autopay/emp not found	Payfake
FRRPT-067				
FRRPT-068	PFTIMINP	TIME ENTRY INPUT	Hours from payfile by level 3,4,5	Payfake
	PF4PY355	TOO LITTLE DEFERRED COMP	Shows who is receiving match w/out 457 or vice versa	Payfake
FRRPT-069				
FRRPT-070	PY435PF4	TRANSACTION ENTRIES TO SCREEN 47	Shows other ZT transactions by level 2	Payfake
FRRPT-071	SLP40W11	TRANSACTION VALIDATION	Shows errors on transfers	Payfake
FRRPT-072	R2108W11	TRANSFER INPUT LIST	Listing of all transfers	Payfake
FRRPT-073	PY251W11	TRANSFER WARNINGS & ERRORS	Shows transfers that didn't process	Payfake
FRRPT-074	PY270PF2	VAC/SICK/PER/BON HOURS CONV	VAC/SICK/PER/BON HOURS CONV	Payfake
FRRPT-075	PFVALMNT	VALIDATE MNT TRANS	Validation of maintenance transactions	Payfake
FRRPT-076	PFVALPAY	VALIDATE PAY TRANS	Validation of pay transactions	Payfake
FRRPT-077	PY381PF4	WEEKLY ACT DEF COMP NOT IN ACT	Shows not eligible for deferred comp	Payfake
FRRPT-078	SB189W07	2ND CLOSE-REPORT L1/L5 BALANCING	Hours totaled by level 3,4,5	Payroll
	SE189W07	2ND COLSE-TIME ENTRY ERROR RPT	Payfile errors-reg hours coded for autopay/emp not found	Payroll
FRRPT-079				
	PY471W10	ACCOUNT NMBR COMB NOT FND ON NCR	Wrong level 3,4,5	Payroll
FRRPT-080				
FRRPT-081	PY23DW13	ACCUM PROCESS CHK REV ZERO CHK#	Errors if no check number entered (Suzie)	Payroll
FRRPT-082	PY23BW13	ACCUM PROCESS CHK REVER EMP NAME	List by emp name	Payroll
FRRPT-083	PY23AW13	ACCUM PROCESS CHK REVER L1L2 SEQ	List reversals by L1L2	Payroll
FRRPT-084	PY23CW13	ACCUM PROCESS DUP CHECK REVERSAL	Multiple check reversals of same numbers	Payroll
FRRPT-085	ACHR3W06	ACH TOTALS REPORT	Gives ACH totals for the week	Payroll
	PY444W10	ANNUAL CHILD SUPPORT FEE GARN	Lists ee's with KX DOE code, amount and ytd amount for that pay date	Payroll
FRRPT-086				
FRRPT-087	PYSLPPB	BOSTON MUTUAL	Total dollar amount for DOE code "PB"	Payroll
FRRPT-088	SR08W5A	CHECK HRLY RATE TO SALARY RPT	Salary changes	Payroll
FRRPT-089	SY112W09	CHECK RECON TO ACCOUNTS PAYABLE	Number of deposits and total ach	Payroll
FRRPT-090	SR08CW5A	CITY CONVERSION ERROR REPORT	City is too long	Payroll
FRRPT-091	S269DOO1	CLERK REQUESTED OPTIONS REPORT	Various errors	Payroll
FRRPT-092	S0700W03	COMPUTE WARNINGS	Transfer warnings	Payroll
FRRPT-093	S269DOO3	CONFIRM NEGATIVE ADJ TO GROSS	Positive, negative adjustments by level 2	Payroll
FRRPT-094	PY430W10	DATE OF BIRTH ERRORS	Date of birth errors	Payroll
FRRPT-095	SE166W07	DECREMENT ERROR REPORT	EE status no pay	Payroll
FRRPT-096	DEFPCW17	DEFERED COMP OUTPUT TAPE/REPORT	Deferred comp totals	Payroll
	PY473W10	DEFERRED COMP INCR TO MIN AMT	Shows all deferred comp deductions that were increased to \$15/check for any zero dollars that were changed to \$15	Payroll
FRRPT-097				
	PY382TZ	DEFERRED TZ NEAR OR OVER LIMIT	Emps who are close or going over deferred comp limit	Payroll
FRRPT-098				
FRRPT-099	P3702A01	DIRECT DEPOSIT SETUP ERROR REPT	Second direct deposits over \$1000	Payroll
FRRPT-100	PY370A01	DIRECT DEPOSIT SETUP ERROR REPT	invalid direct deposit set up	Payroll
FRRPT-101	DOETLW06	DOE TOTAL PAGES	List all does and their totals	Payroll
FRRPT-102	S1951W10	EA ERROR BY RETIREMENT CODE	List emps with possible retirement errors	Payroll
FRRPT-103	PY456W19	EMP PD OUT OF LBBM OR OTHR L1L2	Paid out of more than one agency	Payroll
FRRPT-104	PY474W10	EMP WITH CURRENT C3 DOE AMOUNTS	EMP WITH CURRENT C3 DOE AMOUNTS	Payroll
FRRPT-105	PY468W10	EMP WTH ST POL INS/ND ACT S6 DOE	EMP WTH ST POL INS/ND ACT S6 DOE	Payroll
	P1576W24	EMPLOY/EMPLOYER MEDICARE TAX COM	SS/Med tax balancing	Payroll
FRRPT-106				
	P1577W24	EMPLOY/EMPLOYER MQGE WAGE COMPAR	SS/Med tax balancing	Payroll
FRRPT-107				
FRRPT-108	P1575W24	EMPLOYEE MEDICARE WAGE/TAX OUT	SS/Med tax balancing	Payroll
	P1578W24	EMPLOYEE MQGE WAGE/TAX OUT BALAN	SS/Med tax balancing	Payroll
FRRPT-109				
	PY311W34	EMPLOYEE TERMINATION LISTING	List emps with garns who term by court number- send to court	Payroll
FRRPT-110				

#	Report ID	Report Name	Description	Produced By
FRRPT-111	P1572W24	EMPLOYEE WAGE/TAX OUT BALAN	SS/Med tax balancing	Payroll
FRRPT-112	P1573W24	EMPLOYEE/EMPLOYER FICA TAX COMPA	SS/Med tax balancing	Payroll
	P1571W24	EMPLOYEE/EMPLOYER FICA WAGE COMP	SS/Med tax balancing	Payroll
FRRPT-113				
FRRPT-114	P1574W24	EMPLOYEE/EMPLOYER MEDICARE WAGE	SS/Med tax balancing	Payroll
FRRPT-115	P1574W24	EMPLOYEE/EMPLOYER MEDICARE WAGE	SS/Med tax balancing	Payroll
	P1579W24	EMPLOYEE/EMPLOYER MQGE TAX COMPA	SS/Med tax balancing	Payroll
FRRPT-116				
FRRPT-117	PY464W10	EMPLOYEES W/O ACTIVE DOES YY ZZ	EMPLOYEES W/O ACTIVE DOES YY ZZ	Payroll
FRRPT-118	P463BW10	EMPLOYEES WTH INVALID SEASONAL CD	EMPLOYEES WTH INVALID SEASONAL CD	Payroll
FRRPT-119	PY410ERR	EMPLOYEES WITH FLEX PLAN DISCREP	D9, M9, S9	Payroll
FRRPT-120	SY191W10	FICA INDICATOR CHANGES	FICA INDICATOR CHANGES	Payroll
FRRPT-121	PY170W15	G/L BALANCING REPORT	Totals by level 1	Payroll
FRRPT-122	PY48OG1	G1 BONUS ACTIVITY	G1 bonus totals	Payroll
	PY477RPT	GARN DOE WITHOUT AMT	List garnishment DOE's that do not have a dollar amount	Payroll
FRRPT-123				
	PY415W34	GARN ISETS ERROR	List garnishment DOE's on screen 198 that do not have an isets number	Payroll
FRRPT-124				
	GRNCREG	GARNISHMENT COURT DISTR REGISTER	List of each employee who had a garnishment; the amount, limit and court number	Payroll
FRRPT-125				
	GRNCERR	GARNISHMENT COURT ERROR REPORT	Shows emps without a court number keyed on them	Payroll
FRRPT-126				
	PYGN06A	GARNISHMENT COURT/CAUSE NOT FND	List employees who do not have either a court number or cause number in GEAC	Payroll
FRRPT-127				
	PYGN04A	GARNISHMENT NEGATIVE INDICATOR	List employees who have something entered in the negative field in GEAC	Payroll
FRRPT-128				
	P1202W10	GARNISHMENTS OVER 25% OF DISPOS	List employees whose garnishments are more than 25% of their disposable pay	Payroll
FRRPT-129				
	W10PY120	GARNISHMENTS OVER 50% OF DISIPOS	List employees whose child support is more than 50% of their disposable pay	Payroll
FRRPT-130				
	W10PY350	GARNISHMENTS OVER 50% OP DISIPOS	List employees whose garnishments cannot deduct b/c they are not making enough	Payroll
FRRPT-131				
	PYGN05A	GARNISHMENTS REFUND	List employees who have a negative amount for a garnishment	Payroll
FRRPT-132				
	PY113D14	GL ERROR REPORT	Invalid level 3,4,5 with PS	Payroll
FRRPT-133				
	PY439W10	GREAT WEST NEW HIRE REPORT	Goes to agencies with check breakdown	Payroll
FRRPT-134				
	PY465W10	HOURLY RATE OR SALARY MISSING	HOURLY RATE OR SALARY MISSING	Payroll
FRRPT-135				
	PY425RPT	HSA ERROR SETUP REPORT	Shows various HSA errors	Payroll
FRRPT-136				
	IERPTW06	I/E REPORTS B6	Board member pay	Payroll
FRRPT-137				
	PY471W10	INMATES WITH FICA A	Errors in fica indicator for INID	Payroll
FRRPT-138				
	PY27W10	INPRS DOE TOTALS	Retirement totals	Payroll
FRRPT-139				
	PY441W24	IRS LOCK IN EXCEPTIONS RPT	Shows everyone who has a current lock in	Payroll
FRRPT-140				
	P479PW34	KX PAID BY EMPLOYEE	List all employees who have a child support fee being paid	Payroll
FRRPT-141				
	PY409DOE	MULTIPLE UNION ERRORS	List employees who have multiple union DOE's being deducted on the same pay	Payroll
FRRPT-142				
	PY505W10	OVERTIME IN EXCESS	OVERTIME IN EXCESS	Payroll
FRRPT-143				
	S154AW10	PAY RATE/STATUS CHANGES-DIF SORT	Shows salary changes/percent inc/dec	Payroll
FRRPT-144				
	GLERRW12	PAYROLL GL ERROR REPORT	Invalid level 3,4,5 with oldacct	Payroll
FRRPT-145				
	PRTOTW06	PAYROLL GROSS TO NET REGISTER	Shows totals and which levels are being paid	Payroll
FRRPT-146				
	PY324W10	PAYROLL NO DOE REPORT	Lost hours/FICA B	Payroll
FRRPT-147				
	PRGLAGY	PAYROLL/GL AGENCY CENTER	Agency totals	Payroll
FRRPT-148				
	PERFERR	PERF PERCENT ERROR REPORT	Retirement errors	Payroll
FRRPT-149				
	PIDLESSP	PIDLESS PEOPLE PROD	List employees who do not have a PID (Pension ID)	Payroll
FRRPT-150				
	PY320W13	PREPAYS REVERSALS ADJUSTMENT RPT	List all manual warrants and reversals done for the pay/last page sent to Accounting	Payroll
FRRPT-151				
	SQCMW09	PURGED CHECK IMAGES FROM AUDIT	Shows voided warrants from operations as well as manuals created for the week	Payroll
FRRPT-152				
	SQCCW09	PURGED ONLINE CHECK CALC TRANS	Weekly version of daily manuals	Payroll
FRRPT-153				
	PFCONFRM	RETIEMENT DEDUCTION CONFIRM	Voluntary Pretax PERF/TRF greater than 10%	Payroll
FRRPT-154				
	p3702b01	SECOND D D AMOUNTS GREATER \$1000	Reasonableness	Payroll
FRRPT-155				
	PY371W20	SOC/MED/MQGE TAX REFUND REPORT	Shows anyone receiving a tax refund that pay	Payroll
FRRPT-156				
	P503AW10	TAXABLE FRINGE BENEFITS - DOE	Totals for taxable benefits for all agencies	Payroll
FRRPT-157				
	P503BW10	TAXABLE FRINGE BENEFITS - L1L2	Totals for taxable benefits by level 2	Payroll
FRRPT-158				
	PW408W06	TAX DISTRIBUTION	Totals by Tax ID	Payroll
FRRPT-159				
	SA20W5A	TIME AND ATTENDANCE	Shows invalid biweekly hours	Payroll
FRRPT-160				

#	Report ID	Report Name	Description	Produced By
FRRPT-161	W10PY355	TOO LITTLE DEFERRED COMP	Shows who is receiving match w/out 457 or vice versa	Payroll
FRRPT-162	PY435W10	TRANSACTION ENTRIES TO SCREEN 47	Shows other ZT transactions by level 2	Payroll
FRRPT-163	SLP40W01	TRANSACTION VALIDATION	Shows errors on transfers	Payroll
FRRPT-164	SLP40W03	TRANSACTION VALIDATION	List errors on employees for variety of maintenance information entered	Payroll
FRRPT-165	SLP40W07	TRANSACTION VALIDATION	List errors on employees for variety of maintenance information entered	Payroll
FRRPT-166	SRP40W5A	TRANSACTION VALIDATION	List errors on employees for variety of maintenance information entered	Payroll
FRRPT-167	R2108W01	TRANSFER INPUT LIST	Listing of all transfers	Payroll
FRRPT-168	PY251W01	TRANSFER WARNINGS & ERRORS	Shows transfers that didn't process	Payroll
FRRPT-169	S199DW01	TRANSFERS	List accepted and rejected transfers	Payroll
FRRPT-170	PY270W5A	VAC/SICK/PER/BON HOURS CONV	VAC/SICK/PER/BON HOURS CONV	Payroll
FRRPT-171	PY361W10	Voluntary PERF/TERF Errors	Shows incorrect voluntary PERF/TRF set ups	Payroll
FRRPT-172	PY381W10	WEEKLY ACT DEF COMP NOT IN ACT	Shows not eligible for deferred comp	Payroll
FRRPT-173		Monthly Job Code Report	includes Active Job Codes only; produced by GMIS and provided to Class and Comp	GMIS Monthly
FRRPT-174		Position Allocation Report		GMIS Monthly
FRRPT-175		Average Salary Report	Query	GMIS Ad-hoc
FRRPT-176		Inactive Job Codes Report	Query	GMIS Ad-hoc
FRRPT-177		Reclass Report		GMIS Monthly
FRRPT-178		Vacancy Report		GMIS Ad-hoc
FRRPT-179		MisMatch Reports	Class and Comp utilizes Tableau to extract and compare data to ensure alignment in PeopleSoft Tables and with AOS	Class and Comp As Needed

Technical Proposal

RFP 19-105 , Indiana HCM Payroll Modernization Project

Attachment F2 - Technical Proposal - Functional Requirements Workbook

Form Name	Decription	Doc Owner
FRFRM-001 Agency Head Bonus (G8)		Agency Payroll
FRFRM-002 AS-47 Revision 2	Used set up non-Health & Welfare benefit deductions	Agency Payroll
FRFRM-003 Board Members	Used to calculate pay for board member	Agency Payroll
FRFRM-004 County Tax Change Sheet	Used to change the county for which an employee is tax.	AOS Payroll
FRFRM-005 CPA Bonus (G9)		
FRFRM-006 D.O.E.	Used to establish a new deduction code.	
FRFRM-007 Direct Deposit	Used to establish direct deposit pay for employees.	AOS Payroll
FRFRM-008 Field Exp AP-63	Used to transmitt HR pay impacting changes.	
FRFRM-009 Internet Reimbursement		
FRFRM-010 Irrovocable Pre-Tax		AOS Payroll
FRFRM-011 Leave Adjustment	Use to adjust an employee's pay	Agency Payroll
FRFRM-012 Manual Warrants		Agency Payroll
FRFRM-013 Negative Adjustment to Gross		Agency Payroll
FRFRM-014 Payroll Certificate		AOS Payroll
FRFRM-015 Performance Bonus (G1)		HCM
FRFRM-016 Personnel/Payroll Action		HCM
FRFRM-017 Positive Adjustment (C6)		Agency Payroll
FRFRM-018 Required Settlement Form		AOS Payroll
FRFRM-019 Reversal Form		AOS Payroll
FRFRM-020 Taxable Fringe Misc (1F)		AOS Payroll
FRFRM-021 Voluntary PERF		AOS Payroll

Technical Proposal

RFP 19-105, Indiana HCM Payroll Modernization Project

Attachment F3 - Technical Proposal - Project Related Requirement Template

General Requirements Instructions
The light blue shaded cells indicate information Vendors are expected to provide. The description cells should be limited to 300 words or less (please provide reasoning/explain yes /no responses)
Additional information can be provided beyond what is included in the worksheet descriptions or answers. The additional information must be referenced in the specific worksheet line item description. (e.g. "Project Related Requests - PRPRR-001)
Rows and Columns should not be added without prior approval from IDOA.
requirement "Should.....", each requirement should be interpreted to imply the "The Vendor shall..." when determining response codes.
Vendors must add notes for any requirements that will require significant additional costs to satisfy.
Key Definitions
SOI: is the State of Indiana including all branches, schools, museums, agencies, departments, quasi-agencies, persons of interest, and not limited to this list.
Shall: When used to describe a requirement, it denotes an important requirement that needs to be fulfilled by a future state HCM and Payroll System implementer.
Should: When used to describe a requirement, it denotes a nonessential requirement that SOI desires to be fulfilled by a future state HCM and Payroll System implementer.
Configuration: The ability to apply business logic through the use of native tools or screens and without the need for coding or code like development. Configuration should be accomplished by functional resources without the need for programming experience.
Customization: The modification or extension of software through coding or code like development to meet the specific needs of SOI.
Vendor: The primary implementer who will be responsible for their products and services.
Vendor-Partner: A partner of the Vendor who will provide products or services and be managed and contracted by the Vendor.

Vendor Response Codes - Vendor Ability To Satisfy

FV = Requirement will be fully satisfied by Vendor FTE resources.

FP = Requirement will be fully satisfied by Vendor-Partner resources.

FVC = Requirement will be fully satisfied by Vendor FTE resources supplemented by Vendor resources contracted by Vendor for this

FPC = Requirement will be fully satisfied by a combination of Vendor FTE, Vendor-Partner and Vendor contracted resources.

P = Requirement will be partially satisfied.

X = Requirement will not be satisfied and is not included in the proposal.

* Vendor must provide response codes for all requirements. Explanation required for all Vendor Response Codes except "FV".

Brief Project Related Requirements Worksheet Descriptions

Project Related Requests: SOI requirements for certain project related methodologies including but not limited to, testing, training and project management. Open ended questions giving vendors the opportunity to describe approach, impact to overall project and commitment to standards.

1. Project Management: Requirements of the vendor to follow a structured delivery methodology that including but not limited to, status reporting, risk management, issue management, and budget and scope management, and management of their sub Vendors.
2. Organizational Change Management: SOI requirements for business transformational change management.
3. Training: SOI requirements for preparing the organization to fully leverage the new capabilities of the HCM and Payroll System.
4. Testing: SOI requirements to confirm that the solution is functioning as designed ahead of a production release. Including but not limited to, unit testing, system testing, integration testing, interface testing, conversion testing, regression testing and user
5. Vendor Team Experience: SOI requirements pertaining to the experience and qualifications of key staff in the delivery of the HCM and Payroll System.
6. Project Design & Build: SOI Requirements that define the components expected in the Vendor's design and build methodology.
7. Cut Over & Support: SOI requirements that define the components expected in the Vendor's cutover and support methodology.

Technical Proposal

RFP 19-105, Indiana HCM Payroll Modernization Project

Attachment F3 - Technical Proposal - Project Related Requirement Template

Please Complete Blue Shaded Regions

Description or Attachment Reference - If more than 300 words include attachment

Project Management

PRPRR-001

The HCM and Payroll Modernization project is one of the largest system related projects on the State of Indiana agenda and represents a significant investment for the State of Indiana. As with any complex, long term, transformational project, Indiana will require the Vendor to follow a structured delivery methodology that includes project initiation, project organization, budget and scope management, cost and schedule management, change control, quality assurance, stakeholder communication, issues management, risk management and status reporting (SDLC methodology). While Indiana does not intend to dictate a methodology, we do expect that the Vendor will specify a methodology and align to that methodology during the execution of the project.

Please provide the following documents with your proposal:

- 1) Overview of your approach to project management methodology, how your methodology incorporates the items listed above, and how your approach impacts the cost, risk, and timelines of the solution delivery.
- 2) Vendor's strategy to control additional change related costs throughout implementation.
- 3) Samples from a project of similar size, scope and complexity of the following documents:
 - Project Schedule
 - Project Management Plan
 - Status Report
 - Risk Tracking Report
 - Issue Tracking Report
 - Action Items Tracking Report
 - Roles and Responsibilities Matrix
 - Escalation Process Documentation
- 4) A response to each requirement with details on how the Vendor will deliver the requirement.
- 5) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation.

Enter your response below. Please indicate if attachments are included.

Please see Section 1 Project Management (PRPRR-001) of Attachment F3 Project Related Requirements Supplement for Accenture's response.

PRPRR-002

Organizational Change Management

Enter your response below. Please indicate if attachments are included.

The primary cause of failure for large transformation projects can be traced to a lack of active change management. Change management includes communication and messaging, change assessment, organization or operational redesign, skillset analysis, and organizational go-live support. Is change management delivered through the Vendor organization or do you typically leverage partners or sub-Vendors?

Please see Section 2 Organizational Change Management (PRPRR-002) of Attachment F3 Project Related Requirements Supplement for Accenture's response.

Please provide examples of how you partnered with previous clients for organizational change management activities including, but not limited to,

- 1) Overview of your change management approach.
- 2) Draft Change Management Plan for this project that at a minimum contains:
 - Behaviors and Change Readiness Approach
 - Stakeholder Engagement Plan including detailed activities and frequency
 - Business Process Reengineering Approach
 - Transition Management Plan
- 3) Draft Communication Plan that at a minimum contains:
 - Audience Analysis
 - Communication Method/Channel Inventory
 - Message and Timing Analysis
 - Communication Strategy
- 4) Draft Stakeholder Analysis Plan that at a minimum contains:
 - Categorization of relevant stakeholders by their support for a change (e.g., "Supporters", "Blockers", etc.) and identifies the change's impact on each group
 - Capture of data on communication with key stakeholders including frequency, preferred channel, and current challenges
- 5) A response to each requirement with details on how the Vendor will deliver the requirement.
- 6) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation

Training**Enter your response below. Please indicate if attachments are included.**

NOTICE: The State is requesting complete training services for this project including the tools, techniques and resources to provide complete training to all appropriate State organizations and individuals. Depending on the quality of training service proposals, training services may be separated from the project scope prior to BAFO requests. Please ensure all aspects of your training services proposal, including tasks, resources and costs, are easily identified and can be removed from your proposal.

Training refers to the broader needs around preparing the organization to fully leverage the new capabilities of the HCM and Payroll System. This includes performing skills assessment, identifying gaps, and developing targeted training. The actual execution of training may include presentations and demonstrations, hands on simulations, virtual training, and/or instructor led training (either Vendor delivered or “train the trainer”). Please describe your approach to confirming that the State of Indiana (SOI) organization is properly trained to leverage the capabilities of the HCM and Payroll HCM and Payroll System including specific tools or techniques.

Please provide the following documents with your proposal:

- 1) Overview of Vendor's training approach for internal SOI end-users, any external users of the HCM and Payroll System, and SOI technical staff.
- 2) A sample training plan covering end-user (internal and external) training requirements including the following:
 - Training methods for both internal SOI end-users as well as external stakeholders
 - Sample curriculum and length of trainings
 - Scope of training
 - Training delivery (i.e. trainer identification, logistics, training administration, and schedules)
 - Training materials
 - Assessment methodology and plan for re-training of SOI identified users who do not show the proficiency to perform their job in the new HCM and Payroll System solution
- 3) Provide a sample of the vendor's Technical Training Plan that at a minimum contains:
 - Training methods
 - List of required skills and proficiency level by technical position
 - Sample Technical Staff Skills Assessment
 - Proposed training courses by role
- 4) Sample training materials to be used for end-user training including Training Manuals, Job Aids, and Quick Reference Guides
- 5) Describe the standard methodology for knowledge transfer including objective measures to determine whether there has been sufficient knowledge transfer.
- 6) Provide a sample of the Vendor's Knowledge Transfer Plan that at a minimum contains:
 - Plan by role that shows what skills and knowledge will be transferred
 - Groups that need knowledge transfer and goals for each group
 - Strategy for knowledge check-ins to confirm progress of knowledge transfer is on track

Please see Section 3 Training (PRPRR-003) of Attachment F3 Project Related Requirements Supplement for Accenture's response.

PRPRR-004	<p>Testing</p> <p>The State of Indiana will need to confirm that the solution is functioning as designed ahead of a production release. The expectation is that the Vendor will perform multiple rounds of testing and confirmation throughout the project. This includes unit testing, system testing, integration testing, conversion testing, regression testing and user acceptance testing. The concept of testing would extend to training and dry runs of conversion and go-live activities.</p> <p>Please provide the following documents with your proposal:</p> <ol style="list-style-type: none"> 1) Overview of Vendor's testing approach including any tools or techniques leveraged. 2) Overview of SOI testing responsibilities. 2) A sample detailed testing plan that at minimum includes test scripts, test cases, and milestones which will be tied to payment schedule. 3) Describe your standard methodology to developing user test scripts and test cases. 4) A response to each requirement with details on how the Vendor will deliver the requirement. 5) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation and assist in increasing end user confidence in preparation for deployment. 	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Please see Section 4 Testing (PRPRR-004) of Attachment F3 Project Related Requirements Supplement for Accenture's response.</p>
PRPRR-005	<p>Vendor Team Experience</p> <p>Please provide a list and description of proposed staff and relative experience.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Please see Section 5 Vendor Team Experience (PRPRR-005) of Attachment F3 Project Related Requirements Supplement for Accenture's response.</p>
PRPRR-006	<p>Project Design & Build</p> <p>Please provide a list and description of tasks that define the methodology and phases that you will use. The vendor shall be expected to use the standard SDLC methodology and environments.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Please see Section 6 Project Design & Build (PRPRR-006) of Attachment F3 Project Related Requirements Supplement for Accenture's response.</p>
PRPRR-007	<p>Cut Over</p> <p>Please provide a list and description of how you would approach and plan a cutover for this project.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Please see Section 7 Cut Over (PRPRR-007) of Attachment F3 Project Related Requirements Supplement for Accenture's response.</p>

PRPRR-008	<p><u>On-Site Facilities</u></p> <p>Please provide a list and description of on-site facilities requirements that will be needed for the Vendor, Vendor-Partner and Third-Party team members in the scope of your HCM and Payroll System implementation.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Accenture has significant experience deploying integrated teams at both client sites and at Accenture locations. Consistent with our standard process for requesting on-site facility needs, we would create a Project Office Facility Plan for the State's approval.</p> <p>In keeping with the requirements of the RFP, we have provided a list of on-site facilities requirements for the HCM-Payroll Modernization Project. Should we be selected as your vendor, we would work with the State to confirm all on-site facility requirements:</p> <ul style="list-style-type: none"> • Sufficient number of conference rooms and space for project personnel at peak staffing • Sufficient number of training labs to conduct training services • Internet connectivity throughout offices, conference rooms, and work areas • Electrical power supply to support project operations • Site access through security locks and badging • Basic office supplies including: <ul style="list-style-type: none"> – Clerical support – Facsimile machine – Printer/photocopying machine – Phone service – Office furniture, including desks, chairs, tables, filing cabinets, storage and whiteboards
PRPRR-009	<p><u>2.3.2.9 Other Capabilities</u></p> <p>Please provide a list and description of innovative capabilities that we be included in the scope of your HCM and Payroll System implementation.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Please see Section 8 Other Capabilities (PRPRR-009) of Attachment F3 Project Related Requirements Supplement for Accenture's response.</p>
PRPRR-010	<p><u>2.3.2.10 Other Requirements</u></p> <p>Please provide a list and description of requirements not listed in this RFP that will be included in the scope of your HCM and Payroll System implementation.</p>	<p>Enter your response below. Please indicate if attachments are included.</p> <p>Accenture's proposed approach does not include other requirements not listed in the RFP in the scope of the HCM and Payroll System implementation.</p>

PRPRR-011

2.3.2.11 IV&V

The State of Indiana mandates and the Project Sponsors strongly support the need for IV&V services for projects of this size and complexity. Please provide your approach to partnering with IV&V vendors. Some examples include how you respond to findings, compliance with best practices and compliance with IV&V practices.

Enter your response below. Please indicate if attachments are included.

Accenture understands the important role IV&V serves in project and quality oversight and the value they provide as an unbiased point of view to benefit stakeholders. To adhere to the State's IV&V service requirements, our team would expect and welcome the opportunity to work with the chosen IV&V vendor to provide information in support of their IV&V and compliance activities. We understand the importance of this additional oversight function and have experience integrating independent quality processes into our own.

We have experience both working on projects with an IV&V vendor and working on projects as the IV&V contractor. As an example, on the State of Wisconsin STAR Project, we supported the IV&V vendor to make sure the system met the State's requirements. We also serve as the IV&V vendor to the District of Columbia for the District of Columbia Access System (DCAS). We support the continued implementation and maintenance of this health and human services system.

Accenture welcomes IV&V involvement throughout the development and deployment of the HCM-Payroll Modernization Project. To minimize deployment risk, we prefer to gather feedback as early as possible in the system development lifecycle. The IV&V vendor would receive support from Accenture to monitor and validate processes, check that we meet requirements, and review system modules. The IV&V vendor would also have access to plans, documents, reports, and other information requests as required. We collaborate with the IV&V vendor and promote transparency and teamwork to help the State achieve your targeted outcomes. We would work with the State to develop a governance structure and processes that promotes collaboration, engagement, and transparency and establishes strong working relationships. We also deploy project management tools that help provide visibility into the various project management areas, including scope, schedule, quality, risks, and issues.

Technical Proposal

RFP 19-105, Indiana HCM Payroll Modernization Project

Attachment F3 - Technical Proposal - Project Related Requirement Template

1. Project Management

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-001	State of Indiana onboarding requirements	All Vendor personnel involved in this project shall follow SOI's security onboarding requirements.	FV	Accenture acknowledges and will comply with SOI's security onboarding requirements for all team members joining the project.
PRPM-002	Communication plan	The vendor shall provide a communication plan, providing type, frequency, recommended attendees, expectations, Vendor roles and responsibilities and expected SOI roles and responsibilities	FV	Accenture agrees to provide a communication plan that meets the State's requirements. The Communication Plan outlines the overall communication goals and guiding principles, based on leading practices and the State's cultural and communications style. It outlines the process to create communication messages and products, as well as review, approve, and distribute communications throughout the project. The Communication Plan includes the following categories: type of communication, target audience, primary message, and vehicle for distribution, frequency, responsibility, and feedback mechanism.
PRPM-003	Document samples	Vendor shall provide samples from a project of similar size, scope and complexity, of the following documents, as well as other work products not included below but as previously produced and value-added to the customers: - Comparable project schedule - Project management plan - Status report - Risk tracking report - Issue tracking report - Action items tracking report - Roles and responsibilities (RACI matrix) - Escalation Process document - Post-Project support document (e.g., Solution Operations and Maintenance Plan) - SharePoint Online and Project Online Project Schedule and Management Processes and Plans	FV	We provide these sample documents, as requested, in Attachment F3 Project Related Requirements Supplement, Appendix 1 Sample Deliverables.
PRPM-004	Governance Committees	The Vendor shall provide support for all meetings, request and provide a senior staff member to sit on one of the governance committees as an active and accountable member.	FV	The success of the HCM-Payroll Modernization Project hinges on continuous collaboration and communication. The personnel we propose are used to working on joint client teams to promote efficiency and increase organizational effectiveness. Our approach for the State would be no different and we will support you through the design, development and implementation of our solution. Our proposed HCM / Payroll Project Leader, Chris Hetzel, would sit on one of the governance committees to ensure the vision and goals of the organization are met.
PRPM-005	Risk and issue monitoring/tracking	Vendor shall perform risk and issue management. The Vendor shall provide a Risk Management Plan and Procedures to identify, assess, and communicate potential risks to the project, as well as, to proactively identify and manage actions to avoid, transfer, mitigate, and/or manage those risks. The vendor will participate in the state's project online Share Point site to support this requirement.	FV	Our Project Management framework includes a formal risk and issue management process to identify, assess, and communicate risks. Accenture agrees to provide a Risk Management Plan and Procedures to the State and would manage all project risks through the State's SharePoint site. Risks and issues would be reviewed regularly with leadership to implement mitigation recommendations quickly.
PRPM-006	Action Item & Issue communication	Vendor shall report weekly on all identified risks, issues, decisions and open action items. The vendor shall own issue tracking, in collaboration with the State Team members. Management will include issue identification, tracking, report, and trending; Issue review with team, prioritization, and assignment; Issue analysis, resolution, escalation, follow-up, and impact to the overall project schedule and budget. The vendor will participate in the state's project online Share Point site to support this requirement.	FV	During the weekly status meetings, the team would review issues, risks, and potential change control items. As part of the review, the State and Accenture project team members would review and approve recommended issue resolutions. If they do not approve a recommended resolution, management would outline additional requirements/next steps (for example, additional coordination with stakeholders to validate consensus on a resolution). The issue owner would update the Issue Log with the approved resolution and date and any other new information stored on the State's SharePoint.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-007	Status reporting	Vendor shall submit a weekly status report detailing accomplishments, current & upcoming activities, milestones, issues and risks. This status report will be generated in part by SharePoint, and in part by subjective Vendor input, and will include: · A listing of significant departures from the Project Work Plan with explanations of causes and effects on other areas, and remedies to achieve realignment; · Changes to project objectives, scope, schedule, or budget; · A listing of tasks completed since the last report; · Tasks that were delayed and reasons for delay, with revised completion dates and remediation steps; · Updates for previously delayed tasks; · Planned activities for the next scheduled period; · Summary of major concerns, risks, and issues encountered, proposed resolutions and actual resolutions; · Identification and discussion of any security issues (if applicable); and · Any other topics that require attention from the state PMO and/or Sponsors.	FV	Accenture would be responsible for preparing and submitting weekly status reports containing all required information on the HCM-Payroll Modernization Project. Our robust status and reporting approach allows the State, its chosen IV&V vendor, and Accenture to closely monitor progress, manage dependencies, and proactively resolve risks and issues during the project lifecycle.
PRPM-008	Managing Project Documentation & Document repository	Vendor shall utilize SOI's document repository to store all project related documents. The current repository is SharePoint. Vendor and SOI shall agree on a document management plan to include, but not limited to, versioning, cadence and mediums of communication, as well as document naming standards. Includes templates used (e.g., configuration setting and procedures, functional and technical design specifications, test case scenarios, change request procedures, etc.), organization of project directories, naming conventions, and version control procedures. The vendor will participate in the state's project online Share Point site to support this requirement.	FV	Accenture recommends the use of the State's Microsoft SharePoint site to store project documentation and deliverables throughout the project. Microsoft SharePoint provides a familiar and collaborative tool to manage, update, store, and track project documentation that would be easily accessed by authorized resources.
PRPM-009	Project forms and templates	All project forms and templates used by Vendor's project manager shall be approved by the SOI Project Manager or Project Lead. The SOI approver may require Vendor to use internal agency project forms and templates.	FV	Accenture acknowledges and will comply with SOI's project forms and templates requirement.
PRPM-010	Meeting facilitation	Vendor shall facilitate meetings as required, provide all agendas and documents to be reviewed at least 24 hours in advance, take & timely distribute meeting minutes, notes and action items (or the links to this information). Includes techniques and technology solutions to ensure that meetings are efficient, productive and discussions, decisions, and action items are adequately documented.	FV	Joint State/Accenture meetings would occur on a weekly basis for the duration of the project. These meetings would provide the team with a shared understanding of the current status. Accenture would be responsible for preparing and facilitating the meeting against the requirements specified by the State.
PRPM-011	Project management plan	Vendor's project manager shall create and review the project management plan with SOI Project Manager and project team. This will include, at a minimum, the following elements: The Vendor shall develop the plan the state will follow to deploy the OPS9.2 HCM / Payroll / Time & Labor solution statewide, Project Scope - The project description, its objectives and deliverables and what business needs, problems or opportunities the project addresses; should also note any items specifically "out of scope". Project Governance – The description of governance policies and applicable bodies for the project, inclusive of Executive, Steering, Advisory and other committees or councils. A project governance organization chart would also be in this section.	FV	Our proposed Sr. Project Manager, [REDACTED], would create a comprehensive Project Management Plan (PMP) that would provide an integrated view of project activities and processes. This plan would include project scope and governance to support understanding of the operational context and management across the project. The PMP would be developed and owned by Accenture, in collaboration with the State's Project Manager, and would be maintained throughout the life of the project.
PRPM-012	Project schedule	Vendor's project manager shall create, maintain and update a project schedule. The project schedule should contain a work break down structure for all project phases along with a deployment plan, communication plan, detailed implementation plan, training schedule, payment milestones, key deliverables and work products, and any other items deemed necessary by the SOI for successful project completion and implementation. The preferred tool is MS Project, adhering to Scheduling best practices.	FV	We have developed an initial project schedule in Microsoft Project for delivery of the HCM-Payroll Modernization Project. This includes all the required components as requested by the State. We use our field-tested methods and tools for project planning, scoping, estimating and scheduling which allows us to stay true to our commitments.
PRPM-013	Implementation plan	Vendor's detailed implementation plan shall describe impact, cutover and fallback options.	FV	Central to our implementation strategy is the development and execution of the Implementation Plan. The Implementation Plan includes detailed, comprehensive implementation/project plan and schedule, with clearly articulated project milestones, including impact, cutover, and fallback options. We begin creating this deliverable during the early phases of the project, and continuously refine and add layers of detail as our team works through the project delivery cycle. We would also include multiple review cycles with the State. Please refer to Section 7 Cut Over (PRPRR-007) of Attachment F3 Project Related Requirements Supplement for Accenture's response.
PRPM-014	Project schedule updates	Vendor's project manager shall provide an updated project schedule on a weekly basis.	FV	Our proposed Sr. Project Manager, [REDACTED], will provide an updated project schedule each week during our Weekly Status Meetings.
PRPM-015	Project management methodology	Vendor shall follow the methodology agreed upon by the SOI and vendor. The Vendor/ (Systems Integrator (SI)) shall provide, and use for the entire project, a project management methodology as part of its implementation methodology. The project management methodology shall have a foundation in established methodologies and standards, such as Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) or IT Infrastructure Library (ITIL).	FV	Please refer to Section 1.1 Project Management Methodology Approach, subheading 'Project Management Approach' of Attachment F3 Project Related Requirements Supplement for Accenture's response.
PRPM-016	Project / Phase close out summary	Vendor's project manager shall provide a closeout summary, including the online site's lessons learned list, for each project phase which must be agreed to by the SOI.	FV	Accenture will provide a Project Closeout Report after each phase.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-017	IV&V	At the SOI's discretion, Vendor shall engage and participate in all appropriate activities associated with IV&V.	FV	To adhere to the State's IV&V service requirements, our team would expect and welcome the opportunity to work with the chosen IV&V vendor to provide information in support of their IV&V and compliance activities.
PRPM-018	Project manager approval	The SOI shall approve Vendor's lead project manager.	FV	Accenture agrees to provide the State the opportunity to interview and approve our proposed Sr. Project Manager, [REDACTED].
PRPM-019	Project manager replacement	Vendor shall not replace or substitute the project manager without prior written approval from the SOI. The vendor shall replace vendor's project manager at any time during the project at the request of the SOI.	FV	In the rare case that the project manager requires replacement or substitution, we would do so with prior written approval from the State. Accenture would bring in a similarly skilled person to carry forward the project tasks.
PRPM-020	Project team	Vendor's project team shall be full-time resources dedicated to implementing the requirements of this RFP.	FV	Accenture's FTE staffing is detailed in Attachment F6 Staffing Plan Template.
PRPM-021	Project team replacement	At the request of the SOI, Vendor shall replace any member of the project team, including sub Vendors, within a timeframe that does not negatively affect the project. The SOI must approve in writing any replacement of the Vendor's project team.	FV	In an attempt to avoid personnel changes, for each project we strive to only assign resources to a project who remain available and dedicated to that project for the complete duration. Our track record is respectable with our clients in this regard. Should a team member need to be replaced, Accenture agrees to obtain written approval should a role need replacement.
PRPM-022	Reporting structure	Vendor's project manager shall report directly to the Project Lead.	FV	Our proposed Sr. Project Manager, [REDACTED], will report directly to the State's Project Lead.
PRPM-023	Vendor activities	Vendor's project manager shall directly manage all vendor activities on the project.	FV	[REDACTED], our proposed Project Manager, will manage the project day to day. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PRPM-024	Vendor sub Vendors	Vendor's sub Vendors shall be seamlessly managed by the vendor.	FV	As a large business and frequent prime contractor, Accenture routinely subcontracts work to other companies. Accenture's guiding principle is, "One team with one goal." For this offering, Accenture is the prime contractor and would serve as the single party accountable for the service outcome to the State. To effectively manage our subcontractors, we bring strong project governance to increase organizational effectiveness by connecting actions and decisions to strategic goals. Our governance solution defines clear lines of responsibility and provides the framework for accountability and collaborative decision making. Our framework aligns operational measures and initiatives with the strategic direction of the State. It promotes efficiency through a structured decision-making process, and promotes effective communication, problem-solving, and continuous improvement.
PRPM-025	Requirements Management	Vendor shall provide a requirements management approach, utilizing a requirements management tool, to ensure visibility, collaboration and traceability. This approach should include at a minimum: - Process for Requirements Elaboration and Validation - Process for Changes and Revisions to requirements - Roles and responsibilities - Requirements Processes and Tools - Requirements traceability matrix with bi-directional traceability through user acceptance testing, including but not limited to, functional and technical specifications, system test scripts and user acceptance test scripts. Vendor shall provide the approach tools and processes to support the storage, classification, control, change log, mapping and documentation of all functional, non-functional and technical requirements. Vendor and the SOI shall agree to above approach, processes and tools prior to utilization.	FV	Accenture approaches requirements management with the goal of tying requirements to desired business outcomes. We do this by using Start-Up Kits to gather information from the State and identify open items focused on mandatory requirements that are not addressed by the solution. These inputs help us to make the initial configurations for the State's tailored solution. We conduct requirements validation and elaboration sessions, which we call, "Onboarding Design Sessions." These sessions allow the State to visually see how the solution fits against your requirements as described in the RFP. For identified gaps, we can close these through changes to policy or process change, or we can move mandatory gaps into the Adapt stage where they become RICEW objects. Through iterations, we work together to create a quality solution to address your needs.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-026	Changes to project scope, schedule or budget	The SOI is responsible for authorizing and approving changes to the project through the agreed upon change management process. The vendor shall participate in this process, and provide process improvement.	FV	Accenture follows Information Technology Infrastructure Library (ITIL) processes for change management. To participate in the State led Change Management process, we are experienced in establishing Change Control Boards (CCB) to organize important change management stakeholders, coordinate change management, and manage change requests. The CCB typically consists of Accenture and client personnel who meet on a regular basis to review, approve, prioritize, manage, and communicate changes to the environments, including production updates, maintenance activities, and scheduled downtime. A formal CCB provides control over scope and confirms that change requests are implemented appropriately. Please refer to Section 1.1 Project Management Methodology Approach, subheading 'Change Control' of Attachment F3 Project Related Requirements Supplement for Accenture's response.
PRPM-027	Change requests	Vendor shall address change requests according to the agreed upon change management process.	FV	Accenture manages change request (CRs) in a consistent manner by performing impact analysis and providing formal recommendations. We track CRs throughout the lifecycle, verifying that we communicate changes as documented and agreed-upon in the CR. Accenture follows our field-tested approach to conduct a work effort estimate and impact assessment, acquire review and approval, and update deliverables and plans. Please refer to Section 1.1 Project Management Methodology Approach, subheading 'Change Control' of Attachment F3 Project Related Requirements Supplement for additional information.
PRPM-028	Cost Management Plan	Vendor shall work with the SOI to establish an agreed upon budget reporting method and timeline that communicates actual costs and variances to baseline plan.	FV	At the outset of the project, we would work with the State to confirm our proposed Project Plan and cost estimates. Our Sr. Project Manager, [REDACTED], would monitor team adherence to the schedule/estimates and update the Project Plan weekly. Please refer to Section 1.1 Project Management Methodology Approach, subheading 'Cost and Schedule Management' of Attachment F3 Project Related Requirements Supplement for additional information.
PRPM-029	Interface Design Document	Vendor shall provide an Interface Design (or Control) Document for each interface that may include, but is not limited to:- Addressed requirements- Functional Background- Business Process- Data Transfer and Transaction Details - Logical Flow (s)- Communication Methods- Job Description- Triggering Mechanism- Task Locations- File Locations- Technical and Security Details- Database Impacts- Data Maintenance- Data Mapping- Message Formatting- Data Types- Interface Processing-Time Requirements- Exception Handling and Risk Mitigation	FV	Accenture agrees to provide an Interface Design Document for each interface. Interface Functional Design Specification documents will include the following sections: <ul style="list-style-type: none"> • Document History • Category of customization (i.e. report, interface, conversion, extension, workflow) • Application Overview, including Business Process Impacts and Processing Overview • Application Flow Diagram • RTM Cross Reference • Legacy System, Conversion, Configuration, Change Management, Security, and Technical Impacts (if any) • Related Work Units (if any) • Testing Scenarios

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-030	Data Conversion Design Document	Vendor shall provide a Data Conversion Design Document for each conversion that may include, but is not limited to: Master data, history data, transaction data, data to support all test phases, both one time and iterative conversion routines; include required data that can be converted from the legacy environment as well as data that must be loaded via other means	FV	<p>Accenture agrees to provide a Data Conversion Design Document for each conversion. This document defines and outlines the overall conversion strategy for migrating data from the legacy systems to the new system. The Data Conversion Design Document is intended to:</p> <ul style="list-style-type: none"> • Identify and/or confirm the conversion data objects in scope • Identify the legacy system, data entity, and conversion type for each data object • Recommend a conversion approach for each object based on leading practices • Describe the high-level reconciliation effort to be executed during the conversion process for each Mock Conversion • Define Roles and Responsibilities around data conversion • Identify Risks involved with the conversion • Outline what tools and processes will be utilized to plan, execute, validate, and reconcile data conversion • Inform the team regarding the implementation timeline as it corresponds to each Mock Conversion
PRPM-031	Design Specification Document	Vendor shall provide a COTS based Design Specification Document which can include, but is not limited to:- Building blocks- Block relationship diagram that represents the base tables of each block or zone of the form (vertical) and tables referenced for validation or lookups (horizontal).- Screen Design- Navigation Logic- Report Design- Data Design Table- Data Sources- SQL Design- Performance Consideration- Behavior Design that includes Function(Operation)design and Business Rule Design- Interface Design that includes Service Design and external interface design- Restart Strategy, Crash Recovery and Security- Database Design- Archiving- Installation Considerations or other COTS appropriate design elements. Development Standards – Includes standards and procedures for design specifications, review and approval processes, and other controls to ensure quality and consistency, and processes to verify and validate that any work products requiring code are developed and implemented according to all requirements and other agreed upon standards	FV	Through multiple iterations, we collectively design the configurations needed to support the requirements. Our team documents the functional requirements for the user interfaces, configurations, reports, forms, extensions, data conversion, and workflows into the Design Specification Document (DSD). The DSD is the primary deliverable for the Design phase. We facilitate walkthroughs of the deliverable, gather feedback, and resubmit it to the State for approval.
PRPM-032	Delivery Expectation Document (DED) and Delivery Approval Process	Vendor shall provide a Delivery Expectation Document for every deliverable which is agreed upon prior to delivery, and an Approval process, whether by wet signature or electronic.	FV	Deliverable Acceptance Management is a key component of project management—defining responsibilities and expectations for deliverable creation, review, and approval, and tracking the execution of those responsibilities against key milestones. As part of our process to facilitate deliverable review and approval, there will be a robust Delivery Expectation Document (DED) for each required deliverable. This is a core part of our Quality Management approach, which includes acceptance and quality validation criteria for deliverables.
PRPM-033	Software Development Life Cycle (SDLC)	Due to potential for enhancements and significant configurations, Vendor shall supply detail for all appropriate project tasks, including, but not limited to: Project Management Governance, Release Plan and Solution Approach, Organizational Change & Training, Requirements Management, Business Process Management, Business Rules Management, Testing/Go Live, Interface/Integration Management, Approach to Deliverables, Data Conversion, Operations and Management, Turnover, Security and Privacy, Staffing, Project Operations, Functional Requirements, and Non-Functional Requirements.	FV	As part of our response to Attachment F3 Project Related Requirements Supplement, Accenture provides a comprehensive approach to implementing a solution that delivers the required functionality using a tailored delivery approach for the HCM-Payroll Modernization Project.
PRPM-034	Collaboration Tool	Because of the distributed nature of subject matter experts across the state, the state expects that a high percentage of the cross-institution meetings and discussions will likely be completed using a web collaboration tool. Additional implementation work for individual institutions may also be done remotely using the web collaboration tool. The Vendor should also produce a Staffing Plan that addresses each of the Vendor’s project staff as well as the necessary project staff to be provided by the System. The Plan should indicate an estimate of the time on-site by Vendor staff and work that could be done remotely. The Staffing Plan should show the plan of usage (days per month) on a monthly basis for each resource over the period of the project, and whether the resource will be on-site or off-site. It is expected that the Staffing Plan will include named resources for all project roles and if any proposed resources will be working outside the United States	FV	Our communication strategy would take into account stakeholder preferences for communications. As a global organization, Accenture frequents the use of telecommunication and video conferencing as a collaboration tool with our clients and peers. We are open to working with the State to determine an effective web collaboration tool. We would also leverage our project management principles to build a Staffing Plan that provides the State with a combined team that is highly skilled, knowledgeable, and motivated to deliver the project’s desired outcomes. Our plan emphasizes the importance of maintaining staff consistency, accountability, and clear cross-project communication. We have used this approach with great success in similar projects, including Connecticut CORE-CT, Wisconsin STAR, and many other similar state government implementations.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPM-035	Communications skills	The Vendor shall communicate and cooperate with all parties involved in the project. The Vendor's staff shall have excellent communication skills and conduct themselves professionally and courteously in all instances.	FV	We would collaboratively plan and deliver effective communications by identifying channels, targeted audiences, timing, and media for delivery. The communications activity would provide for effective stakeholder management with the State and other stakeholder groups. Please refer to Section 1.1 Project Management Methodology Approach, subheading 'Stakeholder Communication' of Attachment F3 Project Related Requirements Supplement for additional information.
PRPM-036	Project Information Security	<p>The project involves the replacing and interfacing of systems that maintain confidential, sensitive, and public data. Employees and representatives from the Vendor's firm will likely have access to these systems and data to support various activities throughout the life cycle of the project. To ensure that necessary and appropriate risk mitigation steps are taken from the beginning of the project through its completion, the Vendor shall develop, maintain, and assess compliance with an Information Security Risk Management Plan (ISRMP) that shall establish how the project will protect the data assets of the System while delivering services of the contract. The elements of the plan shall include, but are not limited to, the following:</p> <p>Classification of systems in scope (for either replacement or interface) in terms of the degree of sensitivity of the data resident in those systems;</p> <ul style="list-style-type: none"> · Development of control procedures to safeguard data (including where appropriate the masking or scrambling of confidential data where data are converted or interfaced); · Development of procedures for incident management; · Incorporation of state data security procedures; · Definition of the responsibilities of the project team members, state stakeholders to ensure the data are managed properly in accordance with the plan, policies, and procedures; · Definition of approach to monitor, audit, control, and report on compliance with the plan; and · Communication and escalation procedures used to notify appropriate state personnel of a security-related breach. 	FV	Accenture will comply with all SOI Security Policies. All Accenture project team members are required to adhere to the Accenture Client Data Protection policies and procedures.

2. Org Change Management

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PROCM-001	Organizational Change Management Strategy & Plan	Even though the State may elect to acquire a separate Change Management provider, they would still like to review how the Vendor would conduct this effort. The Vendor shall deliver a detailed Organizational Change Management Strategy and associated plans (such as a Communication Plan and a Training Plan) that outline a change management methodology, approach, activities, dependencies, and assumptions for key stakeholders to support a successful transition from the current environment to the future state. The Organizational Change Management Strategy shall be based on a comprehensive assessment of the organization's capacity for and tolerance of change, a stakeholder analysis, and assessment of the overall change risk. Vendor shall support and partner with the SOI to create and execute an Organizational Change Management (OCM) plan. The Vendor shall partner with the state to orchestrate change activities. Vendor and state team members shall support the change process where required, lending both subject matter expertise and assistance by creating content and supporting materials.	FP	Accenture agrees with the State's recognition that active change management is a critical success factor for large transformation projects. Accenture's organizational change management services are part of our overall AESG Iterative Methodology, emphasizing the areas of stakeholder engagement, organizational readiness, communications, and training to help agencies transition from the current environment to the future state. Accenture takes a data-driven approach to change management, seeking to understand the current environment and stakeholders to tailor engagement activities for the State of Indiana. The Change Management Strategy and Plan would be co-developed by Accenture and the State to identify the organization's capacity and tolerance for change, analysis of stakeholders, and mutually agreed to assessment of change risk for the project. Accenture would provide the approach for engaging agencies during implementation to prepare for go-live. Accenture would also provide leadership coaching to the State during implementation on how to execute the change management services described in the strategy and approach. The State would lead the execution of the change activities for the duration of the implementation with support from Accenture. Please refer to Section 2.1 Change Management Approach of Attachment F3 Project Related Requirements Supplement for additional information.
PROCM-002	Gap Analysis	Vendor shall support assessing gaps between current state and end state vision, including the degree of change necessary to reach vision	FP	Accenture would support the State in assessing the gaps between the current state and end state vision. Starting in the Initiate stage, Accenture would partner with the State to confirm the vision for the project and the approach Accenture brings with our AESG Iterative Methodology. Then, in the Adopt stage, Accenture would support execution of a stakeholder analysis, which would inform the assessment of the degree of change needed.
PROCM-003	Stakeholder Identification	Vendor shall support the SOI in identifying stakeholders impacted by the implementation	FP	Accenture would partner with the State to identify stakeholders impacted by the implementation by conducting a stakeholder analysis. The stakeholder analysis would help inform the areas and degree of change by stakeholder audience as a result of the implementation. In conducting the stakeholder analysis, the State and Accenture would: <ul style="list-style-type: none"> Classify individuals and groups (including external groups) affected by the Project and identify potential impacts Identify potential barriers to change, risks, and requirements of individuals and groups Highlight key themes from the list of impacts, barriers, risks, and requirements and provide recommendations for the State to consider for execution
PROCM-004	Change Readiness	Vendor shall support conducting a change readiness assessment for both internal and external stakeholders	FP	Accenture would propose using our advanced, analytics-based system known as Transformation GPS to facilitate up to four change readiness assessments during the implementation. Accenture would work with the State to determine the target audiences for the change readiness assessment across dimensions such as agency, geography, job function/role, and level. Accenture would distribute a standardized survey to up to 3,000 State-identified internal and external stakeholders representative of the broader stakeholder population. Transformation GPS offers prescriptive capabilities to help leaders manage major transformation by using data from their people early and throughout to align culture, behaviors, and ways of working in support of their transformation.
PROCM-005	Resistance to Change	Vendor shall support determining group(s) resistant to change and develop action plan(s) to create acceptance	FP	Accenture would support the State in determining group(s) demonstrating a resistance to change and collaboratively developing action plans to create acceptance for the State to execute. By identifying those employees or groups with the potential to resist change early, the Organizational Change Management Team can support the State in mitigating the risks and taking early corrective actions. The initial stakeholder analysis would be complemented by dispositioning of real-time feedback received from communication events and readiness activities.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PROCM-006	Stakeholder Engagement Content	Vendor shall support determining content of messaging, and the SOI shall own the sending of the message.	FP	Accenture would partner with the State to determine what content should be included in communications and the recommended communication channel based on the State's existing communication methods. Accenture would also provide the State with a template for preparing communications and draft content for communications related to implementation methodology, approach, and project activities. The State would lead development of all other communication materials with support from Accenture. The State would be responsible for distributing messages and collecting any feedback received from recipients.
PROCM-007	Stakeholder Engagement Method	Vendor shall support determining methods of engaging stakeholders	FP	Based on the stakeholder analysis, Accenture would provide the State recommendations on methods of engaging stakeholders. Accenture would leverage existing methods used by the State and collaborate in identifying opportunities for the future.
PROCM-008	Stakeholder Engagement Action Items	Vendor shall support assignment and ownership of action items regarding engagement effectiveness	FP	Accenture would partner with the State to assign ownership of action items regarding engagement effectiveness, following the process documented in the Project Management Plan. As agreed upon during contract finalization, Accenture would provide recommendations for the State's consideration in executing engagement activities.
PROCM-009	Baseline	Vendor shall support development of a baseline of change readiness to which progress will be measured against	FP	As identified in our response to PROCM-004, Accenture would facilitate a change readiness assessment up to four times during the implementation using the Transformation GPS tool. The initial assessment would be planned with the State within the first three months of the project to establish a baseline for comparison to future measurements.
PROCM-010	Progress and Outcomes	Vendor shall support tracking of change readiness progress across stakeholder groups and development of desired outcomes	FP	Accenture would provide the State with a template for creating a list of change readiness activities needing to be tracked across stakeholder groups during the implementation, referred to as a Readiness Scorecard. The Readiness Scorecard would be monitored weekly and updated monthly in collaboration with both project and agency feedback.
PROCM-011	Strategy Alignment	Vendor shall continually assess and align stakeholder engagement and communications back to the plan	FP	Accenture would partner with the State to provide multiple channels for the project to receive feedback, such as online surveys, email, and in-person conversation. Accenture would work with the State to disposition feedback across stakeholder audiences and align engagement and communication activities back to the plan.
PROCM-012	Milestone Tracking	Vendor shall continually track assigned milestones to confirm they are being met	FP	Accenture would partner with the State to develop a list of milestones and related tasks for tracking implementation readiness using the Readiness Scorecard. The Readiness Scorecard would be jointly developed by the State and Accenture based on task status provided by State and Accenture team members, as well as inputs from the agencies.
PROCM-013	Position Definition Approach	Vendor shall develop an approach that identifies the method in which necessary skills and positions are validated for the future state of the SPD and AOS Payroll organization	FP	In alignment with definition of the new State standard business processes, Accenture would develop an approach for the State to use in validating the skills and for the future state of the SPD and AOS Payroll organization during the Adopt stage.
PROCM-014	Roles and Responsibilities	Vendor shall develop and identify internal roles and responsibilities around the roles with SPD and AOS Payroll for the future state	FP	For the Payroll system, Accenture would partner with the State to identify internal roles and responsibilities for SPD and AOS Payroll in alignment with the new State standard business processes. Accenture would partner with the State to develop system roles that provide access to and support use of the Payroll system. The State would be responsible for assigning the system roles to State resources.
PROCM-015	Position Definition--Future State	Vendor shall support the definition of future state positions within AOS Payroll and SPD	FP	Accenture would support the State in defining future state positions within AOS Payroll and SPD based on the new State standard business processes. The State would be responsible for aligning resources to the future state positions.
PROCM-016	Skill Determination	Vendor shall identify trainable skills to be assumed by employees	FP	Accenture would support the State in identifying skills needed by employees to perform in the future state positions based on the new State standard business processes.
PROCM-017	Background Assessment	Vendor shall determine the appropriate skill and experience levels required for specific roles in the new HCM and Payroll System	FP	Accenture would partner with the State to provide recommendations on skills and experience needed for system roles identified to support the HCM and Payroll System. System roles would be documented by Accenture based on the new State standard business processes and assigned to employees by the State.
PROCM-018	Staffing	Vendor shall determine the number of employees necessary for given tasks within AOS Payroll and SPD roles	FP	Based on our experience with other State's and organizations, Accenture would provide staffing recommendations for the State to evaluate and implement.
PROCM-019	Position Mapping	Vendor shall support the development of a position mapping of current tasks and skills to future positions within AOS Payroll and SPD	FP	Accenture would support the State in mapping of current tasks and skills to future positions through definition of system roles and the role mapping activity, in which end-users are assigned to system roles.
PROCM-020	Position Validation	Vendor shall support the validation of the position mapping within the system in conjunction with SOI leadership Payroll (AOS), and Human Resources and the State Personnel Department.	FP	Accenture would partner with the State to facilitate sessions with State-identified participants to validation position mappings within the system. Sessions would apply the State's knowledge of the current organization and positions to the new State standard business processes and system roles.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PROCM-021	Position Descriptions	Vendor shall support in developing and validating position descriptions with SOI Payroll (AOS), and Human Resources and the State Personnel Department.	FP	As part of Adopt stage activities and definition of the new State standard business processes, Accenture would partner with the State to review the existing position descriptions. Accenture would provide the State with recommendations based on our experience with similar projects for the State to apply and implement.
PROCM-022	Position Definition Deliverable	Vendor shall support the development of a Position Definition deliverable that at a minimum includes: I. A finalized organization structure II. The task and skills spreadsheet III. Validated position descriptions.	FP	Accenture would partner with the State to review proposed changes to the organization structure and State-developed position descriptions that align to the new State standard business processes. Accenture would provide feedback on the tasks and skills documented by the State for each role based on our experience with similar implementations.
PROCM-023	Change Management Report	The Vendor shall provide a final report to the status that describe measures taken for: Change Characteristics Assessed; Organization Attributes Assessed; Sponsorship Models Assessed; Change Risk Identified; Stakeholders Interviewed and Input Analysis	FP	Prior to go-live, Accenture would prepare for the State a final report summarizing the change management activities completed throughout the implementation. The report would document the engagement executed with agencies and their sponsorship as well as how challenges and opportunities were addressed collaboratively by the State and Accenture.
PROCM-024	Change Management Materials and Media	The Vendor shall: Develop materials appropriate for each communication event. Materials will vary based on the communication channel, but may include presentations and documents developed in Microsoft PowerPoint presentations, Microsoft Word, Microsoft Publisher and similar tools; and Work with assigned state staff to incorporate policy, procedure, and specific personnel roles into the materials. All communication materials must be reviewed and approved by the state prior to the start of training delivery. The Vendor shall provide all electronic source documents and graphics used in the development and presentation of communication materials across all delivery channels. The state will be responsible for the dissemination of all project-related communications to state entities, employees, and business partners.	X	Accenture would partner with the State to develop a Communication Plan that documents a communication approach for the project. Accenture would also provide a template to support identifying communication audiences, channels, topics, and timing for each communication. The Communication Plan would also document the project's process for review and approval of communication materials prior to the State's dissemination. Accenture would provide subject matter expertise on implementation methodology, approach, and activities to inform communications, and would expect the State provide subject matter experts on policy, procedure, and personnel roles. Accenture would support development of communication materials by providing inputs based on our areas of subject matter expertise, but would recommend and have provided a staffing model with the State leading both development and dissemination of communication materials as owners.
PROCM-025	Ongoing Improvement	The Vendor shall implement methods to assess the effectiveness of communication events and identify specific recommendations for adjustments. The Vendor shall, throughout the project, improve the approach, methods, procedures, and communication material based on lessons learned throughout execution of the Communication Plan to ensure the end-users filling each role are receiving communications that will enable them to execute tasks within OPS9.2 HCM on go-live.	FP	Accenture would partner with the State to provide multiple channels for the project to receive feedback on communication events, such as online surveys, email, and in-person conversation. Accenture would work with the State to disposition feedback across channels and evaluate opportunities to improve the approach.
PROCM-026	Future Processes Documentation	The Vendor shall define, develop, and document new state standard operating procedures for Payroll and other key related business processes.	X	For Payroll and the related business processes, Accenture would partner with the State during the Adopt stage activities to define the new business process models for the State. Accenture would propose the State lead development of new State standard operating procedures based on the models as owners of the system.
PROCM-027	OCM Go Live	The Vendor shall produce Agency Readiness Scorecard including all designated items to be completed prior to go-live and produce Go/No Go Checklist for the project team to manage the cutover and go-live process.	FP	As part of preparing for cutover, Accenture would partner with the State to create a Go/ No-Go Checklist that identifies the list of readiness items needed to cutover across functional and technical areas of the project. Accenture and the State would gather status and produce an Agency Readiness Scorecard to manage the cutover and go-live process.

3. Training

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-001	End-User Training Plan	Vendor shall develop an End-User Training Plan to validate the approach to developing training following the industry best practices that at a minimum includes: <ul style="list-style-type: none"> - Full list of all end users to be trained as agreed upon during contract finalization - Timeline for material development and review - Approach to classroom and material design including the integration of people, process and technology - Classroom and virtual delivery approach and timeline 	FP	In partnership with the State, Accenture would lead the development of an End-User Training Plan during the Adopt stage of the project to document and validate the training approach to design, develop, and deliver training for the HCM-Payroll Modernization Project. For the HCM and Payroll system training on the PeopleSoft modules and applicable functionality of Human Resources (HR), Benefits Administration (BN), Payroll (PY), Time & Labor (TL), and Absence Management, as well as integration with PeopleSoft Financials 9.2 , Accenture would partner with the State to identify a training curriculum and assign development responsibilities as agreed upon during contract finalization to State and Accenture resources. The End-User Training Plan would also document the approach for identifying end-user audiences to be trained, the timeline for material development and testing, the process for conducting training reviews and dispositioning feedback, and the planned delivery methods and timeline for conducting training. These details would be refined during the implementation as system roles are defined and assigned to end-users and training materials are developed and tested for delivery.
PRTR-002	Training Timing	Vendor shall leverage a "just in time" approach to training end users.	FP	Accenture would document in the End-User Training Plan the approach for providing training during the Deploy stage of the Project. Accenture would partner with the State throughout the implementation to confirm the timing for training delivery based on the size of the end-user training audience by course, availability of trainers and facilities, and delivery methods provided.
PRTR-003	Training Environment	Vendor shall provide a dedicated training environment.	FP	The State Infrastructure team would provide a training environment to support the delivery of training that includes State configurations and applicable customizations for the Payroll and Absence Management modules. Accenture would support the setup of the environment for end-user training prior to go-live. As mutually agreed to with the State, representative State data would be included to support training exercises for end-users to practice select tasks identified in the training curriculum. Accenture would plan for the training environment to be available to end-users solely during classroom delivery unless otherwise agreed to with the State. After go-live, the State will be responsible for operating and maintaining the training environment.
PRTR-004	Training Environment Upgrades	Vendor shall coordinate training environment upgrades with the training team to not interfere with the training schedule.	FP	Accenture would partner with the State Infrastructure team to coordinate creation and maintenance of the training environment prior to go-live as to not interfere with the training schedule established by the State. Accenture recommends the State Infrastructure team plan for an initial code freeze on the training environment prior to the start of the Pilot Training activity with State UAT testers. As needed, the State Infrastructure team would coordinate changes to the training environment with guidance from Accenture following the Pilot Training and prior to the start of end-user training. Accenture recommends the State Infrastructure team plan a final code freeze for the training environment prior to the start of end-user training to help prevent issues with tested training exercises. Accenture would provide guidance to the State to identify and coordinate mutually agreed to changes in the training environment after the start of training delivery through go-live. After go-live, the State will be solely responsible for operating and maintaining the training environment.
PRTR-005	Training Delivery Approach	Vendor shall provide for process driven classroom training delivery.	FP	Accenture's approach provides process-driven, role-based training for end-users. System roles are created to provide assigned end-users access to system functionality by process. Training is developed by process and then mapped to each of the system roles. End-users are then mapped to training based on the system roles assigned to them. Accenture would use a train-the-trainer approach to prepare State resources to deliver process driven classroom training to end-users.
PRTR-006	Training Environment Resources	Vendor shall provide necessary resources to maintain the training environment refresh schedule to support concurrent classes as defined by the training schedule.	FP	Accenture's approach to the training environment and training delivery would not require a refresh schedule. Data needed to complete training exercises would be prepared as part of advance configuration activities or created as part of the training exercise by an end-user. Accenture has proposed staffing for the project that would support this approach with State resources also performing environment maintenance activities as part of their responsibilities and preparation to operate and maintain the training environment after go-live. Accenture would partner with the State to determine the number of concurrent classes supported by the training environment.
PRTR-007	Professional Trainers	Vendor shall provide professional trainers and training material.	FP	Accenture has proposed a Training Lead with a proven record of training development and delivery. The Accenture Training Lead would provide the leadership and coaching to support the Accenture Training Analysts in developing professional materials and delivering the proposed train-the-trainer to prepare State trainers to deliver end-user training. Accenture's staffing model is based on a collaborative effort of State and Accenture resources working together, and would therefore partner with the State's Training Lead and Training Analysts to manage this effort.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-008	Training Data Setup	Vendor shall perform data setup activities for the training environment.	P	Accenture would support the State in setting up the training environment by identifying when data setup is required to support training activities. Accenture proposes the determination of values and when necessary, manual staging of data be performed by the State as subject matter experts of the State's business and use of transaction values. Our experience has shown this leads to more realistic training scenarios and supports preparation of the State for sustainment training.
PRTR-009	Training Plan Support	Vendor shall drive all activities to support the various phases of the Training Plan including but not limited to: <ul style="list-style-type: none"> - Defining user roles - Supporting the identification of appropriate curriculum and delivery models - Validating and approving training materials related to the technical Solution - Building and maintaining the training environments - Creation of user profiles and log-in credentials in any quantity as requested to allow trainers and end users appropriate access to the training environments 	FP	<p>In partnership with the State, Accenture would lead the development of the End-User Training Plan to document our role-based approach to training and approach to creating a training curriculum with flexible delivery options. We would lead definition of new system roles for the Payroll and Absence Management modules and work with the State to determine where changes are needed to HCM system roles. Accenture would then partner with the State to confirm a training curriculum of topics that support learning to use the new system functionality.</p> <p>The End-User Training Plan would document the process and timing for review and approval of training materials in the End-User Training Plan. Our approach incorporates iterative reviews during design, build, and test activities to support approval of training materials prior to training delivery.</p> <p>Accenture would provide the approach for establishing and using a single training environment that supports content development and delivery of end-user training. Accenture would provide an approach for environment access based on the system roles identified and create user profiles to support two concurrent classroom sessions of up to 20 learners and 2 instructors each. Accenture would provide the State instruction on the steps to create additional log-in credentials in the event the State decides to increase the number of concurrent classroom sessions or classroom sizes.</p>
PRTR-010	Classroom Computer Station Setup	Vendor shall coordinate and support the training lab setup with the SOI for training delivery purposes. This includes loading required training manuals, surveys, CBTs, etc. on the training lab computer stations	P	Accenture would partner with the State to identify the setup need for training facilities, such as number of workstations, access/connectivity needs, and presentation capability, in preparation for training delivery. Accenture would support the setup of training facilities during the train-the-trainer to prepare State resources to deliver end-user training. The State would be responsible for setup of training facilities for training delivery to end-users as the owners of this activity.
PRTR-011	Computer Based Training Software	Vendor shall provide a software tool or solution that supports creation of computer based trainings	FP	Accenture understands the State currently uses Articulate Storyline to create training. Our approach would use State-provided licenses to Articulate Storyline to create training materials. Training materials may also be created in Excel, PowerPoint, or Word as identified in the training curriculum.
PRTR-012	Computer Based Training Storage	Vendor shall provide computer based training that can be stored on the SOI network for future use	FP	Accenture's proposed approach to creating training materials using existing State tools, Excel, PowerPoint, and Word would provide computer based training.
PRTR-013	Computer Based Training Maintenance	Vendor shall provide computer based training files that can maintained and edited by SOI after implementation	FP	Accenture's proposed approach to creating training materials would produce computer based training files that can be maintained and edited by the State after go-live.
PRTR-014	Training Materials	Vendor shall produce training materials required to address SOI training needs	FP	<p>Accenture would partner with the State to identify a training curriculum and assign development responsibilities as agreed upon during contract finalization to both State and Accenture resources.</p> <p>For HCM/Payroll training, including Human Resources (HR), Benefits Administration (BN), Payroll (PY), Time & Labor (TL), Absence Management, and integration with PeopleSoft Financials 9.2, Accenture would lead the design of a training curriculum of no more than:</p> <ul style="list-style-type: none"> - 18 web-based, self-service training course hours of up to 72 training topics, training exercises, and job aids - 19 instructor-led, classroom training course hours of up to 57 training topics, training exercises, and job aids <p>Accenture has allocated 2 FTEs to lead development of training materials based on the proposed curriculum and would be responsible for 65% of the content. Accenture assumes State resources would also be assigned training topics, training exercises, and job aids to support development of the proposed curriculum and be responsible for 35% of the content. This workshare would be in support of knowledge transfer and preparing to support sustainment training needs.</p>
PRTR-015	Online Help	Vendor shall produce all help files including on-line help files targeted at System users	FP	<p>Help files would be produced from training materials developed with Articulate Storyline in addition to referencing Oracle PeopleBooks as described in PRTR-030 and PRTR-031.</p> <p>Accenture would partner with the State to produce help files for the HCM and Payroll systems up to go-live, training State-identified resources on the process through hands-on activities to prepare for producing help files after go-live. The State would be responsible for producing all help files after go-live.</p>
PRTR-016	Training Material Review and Approval	Vendor shall support (e.g., track material development, reviews and approval) the SOI in the review and approval of all training material	FP	Accenture would document the process and timing for review and approval of training materials in the End-User Training Plan. Accenture's training approach incorporates iterative reviews during design, build, and test activities to support approval of training materials prior to training delivery.
PRTR-017	Training Pilots	Vendor shall facilitate pilot sessions of classroom training sessions with the SOI UAT participants	FP	As part of preparing UAT participants to complete testing, Accenture would partner with the State to deliver one pilot session of each training course planned for classroom delivery.
PRTR-018	Training Pilot Feedback	Vendor shall incorporate feedback from the UAT Training Pilots into training to be delivered to end-users updates as mutually determined	FP	Accenture would partner with the State to review and disposition feedback on proposed changes to training materials from the Training Pilot and prioritize mutually agreed to changes. Accenture assumes that both Accenture and State training staff will be assigned training work units to update based on an agreed to workshare model.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-019	UAT Training Material Feedback	Vendor shall incorporate feedback from UAT participants into training materials updates as mutually determined	FP	Accenture would partner with the State to review and disposition feedback from UAT participants, identifying mutually agreed to updates to training materials and prioritizing their completion. Updates would be assigned to State and Accenture resources based on training responsibilities agreed upon during contract finalization.
PRTR-020	Training Assessments	Vendor shall conduct training assessments for all internal SOI training sessions to validate adequate training/knowledge transfer has been performed prior to completing training sessions	FP	Accenture would create a standard, 5-question pulse survey for the State to administer with internal training sessions to self-report on the training/knowledge transfer provided prior to completing internal training sessions.
PRTR-021	Training Assessment Results	Vendor shall track classroom assessment results at the training sessions	FP	Accenture would provide the document assessment results from internal training sessions and provide the feedback to the State.
PRTR-022	Training Assessment Reporting	Vendor shall report classroom assessment results to the SOI	FP	Accenture would provide the document assessment results from internal training sessions and provide the feedback to the State.
PRTR-023	Training Surveys	Vendor shall conduct survey of the end-users, super users and support staff to gather feedback from participants	FP	Accenture would create an electronic survey to collect feedback from training participants. Accenture would provide the State with the survey link for communication to training participants. The State would be responsible for all coordination activities related to survey completion.
PRTR-024	Training Survey Reporting	Vendor shall report feedback provided in training surveys to the SOI	FP	Accenture would provide the State with the individual results of the electronic survey in an Excel spreadsheet, as extracted from the survey tool.
PRTR-025	Training Delivery	Vendor shall provide complete training for all users, both technical and business, preceding each release (production code deployment)	P	Accenture would partner with the State to design and develop a training curriculum with work units assigned to State and Accenture resources based on training responsibilities agreed upon during contract finalization. The presentation would also provide an overview of how to use Fluid navigation. For the Payroll system, Accenture would partner with the State to identify a training curriculum and assign development responsibilities as agreed upon during contract finalization to State and Accenture resources. For training delivery, Accenture's approach would be to facilitate a train-the-trainer program with support from the State to prepare state training resources to deliver end-user training prior to go-live. The State would assume responsibility for all training after go-live.
PRTR-026	Training Material Production	Vendor shall provide hardcopy and electronic documentation of the functionality in each release from the business and technical standpoint	FP	Accenture would provide the State with a link to the online, electronic copies of Oracle PeopleBooks, PeopleTools, and product release notes where the requested business and technical documentation is available for PeopleSoft components. Where Accenture and the State mutually agree to customize the solution, Accenture would create supporting documentation to provide the requested information to the State in an electronic format. The State would have the ability to print the documentation on their own.
PRTR-027	Training Location	Vendor shall provide all training at the SOI or at location(s) agreed to by the SOI	FP	Accenture would agree to deliver assigned training at state-provided facilities. Accenture would partner with the State to identify training facility requirements, such as number of workstations, access/connectivity needs, and presentation capability, in preparation for delivery.
PRTR-028	Training Material Templates	Vendor shall provide training material templates to the SOI for approval	FP	Accenture would provide the State with templates (e.g., training designs) that support the development of training materials for approval. The End-User Training Plan would document the process and timing for review and approval of training material templates and training materials. Accenture's training approach incorporates iterative reviews during design, build, and test activities to support approval of training materials prior to training delivery.
PRTR-029	Off-site User Training - Train the Trainer	Vendor shall provide training for off-site internal business user staff (i.e. District Offices), by training key staff members, who will in turn train their staff	FP	Accenture's approach would be to facilitate a train-the-trainer program with support from the State to prepare State resources (e.g., key staff members) to deliver end-user training to their staff during implementation as well as to support sustainment training needs.
PRTR-030	Context-sensitive Online Help	The Vendor shall provide online help that has search capabilities	FP	Accenture would configure the Help link within the HCM and Payroll systems to provide users with online help by linking to PeopleBooks. The system supports adding a link from the Help page to user-defined documentation, such as training materials created in the State's authoring tool. Both PeopleBooks and the user-defined documentation is searchable within the application. Accenture would support linking to both PeopleSoft delivered documentation and user-defined documentation.
PRTR-031	Online Help Search	The vendor shall provide context-sensitive online help that is relevant to the screen or transaction being executed	FP	Accenture would provide context-sensitive help by configuring the Help link within the HCM and Payroll systems to connect to PeopleBooks. Accenture understands the State currently uses Articulate Storyline to develop training materials. Training materials from-Storyline could be configured to be searchable but would not provide context-sensitive help.
PRTR-032	Online Help Training-Search	Vendor shall provide training on online help search mechanisms	FP	Accenture would include in the training curriculum topics on system navigation, common elements, and support features, such as the online help search mechanism.
PRTR-033	Training Material-Electronic	Vendor shall provide training materials in an electronic, editable format	FP	Accenture would provide training materials in an electronic, editable format to support the State's ownership and maintenance of content. Accenture would-use the State's licenses to Articulate Storyline to create training along with Excel, PowerPoint, or Word as identified in the training curriculum.
PRTR-034	Training Material Updates	Vendor shall update the training materials as the system is maintained and enhanced during the project	FP	Accenture would partner with the State to review and disposition feedback on proposed changes to training materials prior to go-live and prioritize mutually agreed to changes. Work units to update training materials would be assigned to State and Accenture resources based on training responsibilities agreed upon during contract finalization. After go-live, the State would be responsible for all updates to training materials.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-035	Training Material Updates-Maintenance	Vendor shall update the training materials as the system is maintained and enhanced after implementation during the maintenance period	X	Accenture would partner with the State to prepare State training resources prior to go-live to own and maintain all training materials. The State would be responsible for all updates to training materials after go-live as the system is maintained and enhanced after implementation during the maintenance period.
PRTR-036	Training Material Rights	Vendor shall provide the agency full rights to update the training materials as the system is maintained and enhanced after the conclusion of the project	FP	Accenture would transition ownership and maintenance of training materials to the State, as requested, at go-live. The State would be responsible for procuring/maintaining all applicable software licenses required to maintain the provided training materials.
PRTR-037	Computer Based Training-SCORM 1.2 Compliance	Vendor shall provide online training that is SCORM 1.2 compliant in order to be compatible with the SOI's Learning Management System	FP	Accenture understands the State currently uses Articulate Storyline to create training. Our approach would use State-provided licenses to Articulate Storyline to create training materials that are SCORM 1.2 compliant.
PRTR-038	External Stakeholder Training	Vendor shall provide user training to the SOI's external HCM and Payroll System users in the use of the external facing portions of the system in a format mutually agreed upon with the SOI	P	Accenture would partner with the State to identify and plan for the training needs of the State's external HCM and Payroll System users. Accenture would propose creating self-service, web-based training materials based on training responsibilities agreed upon during contract finalization for the State and Accenture. Accenture would lead development of HCM and Payroll system training materials with support from the State and use a train-the-trainer approach to prepare the State to deliver user training. Understanding that the State has no current Peoplesoft HCM training materials, Accenture would be responsible for leading and executing the creation of complete training materials for PeopleSoft 9.2.
PRTR-039	External Stakeholder Training Format	Vendor shall provide internal or external HCM and Payroll System training through both classroom and non-classroom based methods	P	Accenture's approach provides for the creating of training materials that can be delivered in both classroom and non-classroom based methods to support the diverse learning needs and availability of the corresponding training audiences. The delivery option(s) for each training course would be identified in the training curriculum and confirmed through a Training Pilot in preparation for training delivery. Accenture would use a train-the-trainer approach to prepare the State to deliver user training. Understanding that the State has no current Peoplesoft HCM training materials, Accenture would be responsible for leading and executing the creation of complete training materials for PeopleSoft 9.2.
PRTR-040	Online Help-External	System shall provide context-sensitive online help and documentation for external users	FP	Accenture would configure the Help link within the HCM and Payroll systems to provide external users with context-sensitive online help by linking to PeopleBooks.
PRTR-041	Training Material Content	Vendor shall provide system, technical, and internal and external user documentation that has each element, screen, and report fully documented	FP	Accenture would provide the State with the relevant Oracle PeopleBooks, PeopleTools, and product release notes in response to this requirement. Where Accenture and the State mutually agree to customize the solution, Accenture would create supporting documentation to provide the requested information.
PRTR-042	Training Material Customization	Vendor shall provide material that has been customized to reflect the windows, screens, element names, modified and configured functionality, agency and other distinguishing characteristics, and site-specific configuration applicable to the SOI.	FP	Accenture would provide the State with the relevant Oracle PeopleBooks, PeopleTools, and product release notes in response to this requirement. Where Accenture and the State mutually agree to customize the solution, Accenture would create supporting documentation to provide the requested information for assigned training materials.
PRTR-043	Technical Training Plan	Vendor shall develop a Training Plan to validate the approach to developing training following industry standards that at a minimum includes: <ul style="list-style-type: none"> - Full list of all end users to be trained as agreed upon during contract finalization - Timeline for material development and review - Approach to classroom and material design including the integration of people, process and technology - Classroom and virtual delivery approach and timeline - Approach to Skills Assessment to be conducted on SOI technical staff 	FP	In partnership with the State, Accenture would lead the development of an End-User Training Plan during the Adopt stage of the project to document and validate the training approach to design, develop, and deliver training for the HCM-Payroll Modernization Project. For the HCM and Payroll system training materials, Accenture would partner with the State to identify a training curriculum and assign development responsibilities as agreed upon during contract finalization to State and Accenture resources. The End-User Training Plan would also document the approach for identifying end-user audiences to be trained, the timeline for material development and testing, the process for conducting training reviews and dispositioning feedback, and the planned delivery methods and timeline for conducting training. These details would be refined during the implementation as system roles are defined and assigned to end-users and training materials are developed and tested for delivery. Applicable technical topics related to the end-user would be included as agreed to with the State. For technical training related to supporting implementation activities as well as operation and maintenance of the Solution, Accenture's approach would be for State-identified resources to participate in hands-on, experienced based knowledge transfer.
PRTR-044	System User Testing	Vendor shall suggest an approach to deliver training to solution components to be utilized by employees (time entry, leave request, ESS functions, etc.)	FP	Accenture would propose a self-service delivery model of web-based training content for solution components that would be used a majority of State employees, such as the suggested topics in the requirement.
PRTR-045	Technical Team Skills Assessment	Vendor shall conduct a skills assessment of the SOI technical team to determine level of training needed	FP	For technical training related to supporting implementation activities as well as operation and maintenance of the Solution, Accenture's approach would be for State-identified resources to participate in hands-on, experienced based knowledge transfer. Accenture would identify the knowledge and skills to be gained through completion of knowledge transfer activities. The State would be responsible for assessing the knowledge and skills of their staff.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-046	Technical Training-System Modifications	Vendor shall provide training to the technical/operations team on any System changes/changes in System components functionality/architecture	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participant in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRTR-047	Technical Training-General	Vendor shall provide training to the SOI on the development methodology, code propagation, and all aspects of creating a production application	FP	<p>Accenture would provide experience-based, technical training activities for State resources as part of the project implementation work activities timeline. Individual topics would be identified through the knowledge transfer process of creating role learning plans. The State would be responsible for identifying State training resources and managing their participation in identified technical training activities prepare for sustainment training needs.</p>
PRTR-048	Technical Training-Support	<p>Vendor shall provide technical training that covers such topics as:</p> <ol style="list-style-type: none"> 1) COTS application and customization support; database installation, configuration, tuning, backup and recovery, and disaster recovery; 2) Business intelligence, archival system, and data warehouse installation (if the agency chooses to replace), configuration, tuning, and backup and recovery; 3) Operating system and security configuration, tuning, and backup and recovery; 4) Job scheduling and print operations; and 5) Disaster recovery procedures 	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participant in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRTR-049	Technical Training-Operations	<p>Vendor shall provide operational training to the SOI's technical staff including:</p> <ol style="list-style-type: none"> 1) Basic operation and troubleshooting; 2) Preventive maintenance; 3) Customization of set-up features; 4) Creation of internal and external user logins; 5) Setting of access privileges; 6) Scheduling of jobs; 7) Job dependencies; 8) Failure and restore procedures for each job and the system; 9) Communication procedures; 10) Procedures for stopping and starting components of the system; 11) Database administration; 12) Application maintenance; 13) System performance tuning; 14) Interface maintenance; 15) Application support; and 16) Any other training reasonably necessary to support the system. 	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participant in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRTR-050	Technical System Documentation	The vendor must provide complete system documentation that documents the application software and its architecture as it is implemented at the SOI	FP	<p>Accenture would provide the State with the relevant Oracle PeopleBooks, PeopleTools, and product release notes in response to this requirement. Where Accenture and the State mutually agree to customize the solution, supporting documentation would be created to provide the requested information.</p>

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTR-051	Technical Operations Documentation	The vendor must provide operations documentation that includes overviews of the application, system structure, processing, interfaces, reports, and correspondence	FP	Accenture would provide the State with the relevant Oracle PeopleBooks, PeopleTools, and product release notes in response to this requirement. Where Accenture and the State mutually agree to customize the solution, supporting documentation would be created to provide the requested information. The Reports, Interfaces, Conversions, Extensions, Forms, and Workflow (RICEFW) Inventory will provide further documentation in support of this requirement.
PRTR-052	Technical Documentation-Quick Reference Guides	Vendor shall provide technical quick reference guides	FP	Accenture would provide the State with the relevant Oracle PeopleBooks, PeopleTools, and product release notes in response to this requirement. Where Accenture and the State mutually agree to customize the solution, supporting documentation would be created to provide the requested information. The Reports, Interfaces, Conversions, Extensions, Forms, and Workflow (RICEFW) Inventory will provide further documentation in support of this requirement.
PRTR-053	Knowledge Transfer Approach	Vendor shall develop a documented Knowledge Transfer (KT) Plan for each functional/technical area to measure progress of execution and acceptance by user of necessary knowledge	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participate in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRTR-054	Knowledge Transfer Approach	Vendor shall provide a knowledge transfer approach that shall confirm the SOI has knowledgeable internal business users (experts), system administrators, programmers, and other technical personnel sufficient to operate and maintain the system independently	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participate in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRTR-055	Knowledge Transfer Execution	Vendor shall execute Knowledge Transfer activities throughout the project	FP	Accenture would partner with the State to create a Knowledge Transfer (KT) Plan of incremental knowledge transfer activities for each functional and technical area identified. Knowledge transfer activities in each KT Plan would occur throughout the HCM-Payroll Modernization Project's implementation. Activities would be designed to first build awareness and understanding of the knowledge and skills, followed by hands-on activities to build experience and apply the knowledge gained prior to go-live and during the post-implementation support period.
PRTR-056	Knowledge Transfer Monitoring	Vendor shall measure progress of Knowledge Transfer activities throughout the project	FP	Accenture would measure the progress of Knowledge Transfer throughout the project by tracking the completion of knowledge transfer activities identified for each functional and technical area in the KT Plans. Accenture would also facilitate the collection of feedback on knowledge transfer from Accenture Coaches and State participants using both formal (e.g., surveys) and informal (e.g., 1:1 or small group conversation) feedback.
PRTR-057	Knowledge Transfer-Assessment	Vendor shall conduct assessments of Knowledge Transfer activities throughout the Project to measure progress	FP	Accenture would assess knowledge transfer activities through monitoring of completion and collection of feedback from Accenture Coaches and State participants. These activities would inform measurements of knowledge transfer progress.
PRTR-058	Knowledge Transfer-Assessment	Vendor shall report progress of Knowledge Transfer activities to SOI for both end users and operational support staff throughout the project	FP	Once the KT Plan has been defined and knowledge transfer activities have been documented by role, Accenture would provide a monthly status to the State on the progress of Knowledge Transfer activities for operation support staff based on knowledge transfer activity completion and feedback provided by both Accenture Coaches and State participants. Accenture would summarize monthly statuses into a quarterly Knowledge Transfer Scorecard that reports on the overall progress of knowledge transfer and identifies and opportunities for improvement.

4. Testing

#	Name	Description	Response Code	Description/Attachment (< 300 words)
	Section 1: Implementation testing	With a project of this scope and size, testing is vitally important to its implementation success. This section outlines the Vendor requirements for testing during the implementation phase.		
PRTT-001	Master Test Plan	The Vendor shall provide a Master Test Plan. This plan describes the types of testing that must be executed, how testing concepts must be applied to the project, testing prerequisites, the project's approach to testing with external entities, resource and schedule constraints, and how the project can make use of automation during test processes. The Plan should include iterative Parallel Testing over multiple biweekly cycles, including the approach for reconciling Payroll results between the legacy and new system. Plan should include testing milestones which will be tied to the payment schedule. The SOI wishes to participate and collaborate throughout the testing process. The project team should have frequent and early visibility into the progress of the solution including configurations and development objects. The MTP should suggest a number based on Vendor's approach. Please provide an example of this plan. This plan will include steps to be taken for a series of test stages: Unit test plan, Systems test plan, Parallel test plan, Integration test plan, Performance Stress and Volume Test Plan, User Acceptance test plan, Security test plan. All test plans shall include: Procedures for tracking, reporting, and correcting incidents identified, roles and responsibilities of participants and facilitators, examples of forms, templates, and or tools to be used during testing, and the approach to address testing for negative results, and provide for regression testing, when necessary, to ensure that incidents are appropriately resolved.	FV	Accenture would work with the State to define the overall test strategy which lays out the test approach, schedule, the phases of testing, the expectations for each testing phase, and how the State and the Accenture team work together to validate the detailed business and technical requirements for the HCM-Payroll Modernization Project, the result of which will be documented in the Master Test Plan. Although the objectives for each testing phase are different, a common approach would be used to plan, prepare, and execute each effort within the testing phase. Each test plan provides the details required to effectively prepare and execute each testing phase. These details include defining the test objectives, scope, schedule, test conditions/scripts, test data, test environments, tools, metrics/reporting, test team members and entry/exit criteria. Our testing approach for the State would integrate the activities of test planning, test preparation, and test execution throughout each phase of testing, providing rigor and structure as the individual system components come together to achieve the State's business requirements. This approach would enable testing teams to follow a repeatable set of activities to conduct testing consistently and efficiently throughout each testing phase: Unit Test, Assembly Test, System Test, Integration Test, Payroll Parallel Test, Conversion Test, Performance Stress and Volume Test, User Acceptance Test, Operational Readiness Test, Security Test, and Regression Test. We provide a sample Testing Plan, as requested, in Appendix 1 Sample Deliverables and Draft Plans.
PRTT-002	System Verification test description - Approach to UAT	The Vendor shall provide a System Verification Test Description (SVTD), which documents the approach for System Verification Testing (SVT) as well as the approach to User Acceptance Testing (UAT). SVTD must include: 1) introduction, 2) scope, 3) SVT test environment, 4) planning and preparation, 5) Formal execution, 6) witnessed test, 7) regression test, 8) roles and responsibilities, 9) personnel, 10) metrics	FV	We assume that System Verification Test is similar to System Testing. System Testing is one of the testing phases that Accenture would plan, prepare and execute to validate that the system addresses specified functional and technical requirements for the HCM-Payroll Modernization Project. Accenture would provide a test plan for System Testing and User Acceptance Testing which documents the test approach, objectives, scope, schedule, test conditions/scripts, tools, environments, roles and responsibilities, metrics/reporting, and entry/exit criteria.
PRTT-003	System Verification Test Report	The Vendor shall provide a System Verification Test Report. Describe the System Verification Test Report (SVTR) which must describe the SVT and include relevant appendices for both System Test and System Performance testing. At a minimum, this report must cover information on the following sections and appendices: Scope, Test scripts tied to system requirements, Overview of test results, Impact of test environments, Detailed test results, Test logs, Defect log, Remediation log and Other Notes, Appendix A (summary of results from system test execution,) Appendix B (Detail of remaining SVT deficiencies.)	FV	Accenture testing strategy includes System Testing and Performance Testing. At the conclusion of each testing phase (i.e., System Testing, Performance Testing), Accenture would prepare the Test Closure memo (or Test Execution Report) and report findings to the State for signoff. This report provides a comparison of the test execution results achieved against the defined exit criteria. The report contains information on the number of runs executed, summary of test results, the number of defects identified for each cycle, the number of outstanding defects, the category and severity of the defects and other relevant information.
PRTT-004	System Performance Test Description	The Vendor shall provide a System Performance Test Description. Describe your approach to executing a System Performance Test (SPT) that includes peak activities on the system for batch processing and online access for time, payroll, benefits and personnel administration. SPTD documents the approach for System Performance Testing (SPT). SPT is specifically related to system speed, scalability and stability. SPTD must include: Introduction, Scope, SPT test environment, Planning and preparation, Formal execution, Witnessed test, Regression test, Roles and responsibilities, Personnel, and Metrics.	FV	Accenture would create a Performance Test Plan based on State's system performance objectives and would support the State team in the execution of this plan to validate that the application can scale to high user and transaction volumes. During the planning stage, Accenture would create a Performance Test Plan that describes the approach, objectives, scope, test cycles, test data, environments, tools, roles and responsibilities, metrics, and entry/exit criteria.
PRTT-005	System Test Report	The Vendor shall provide a System Test Report (STR). Describe your approach to executing a comprehensive System Test (ST). STR documents the expected and actual results of the System Test and is used in the determination of operational readiness. This report includes metrics that help validate test activities to plan, identify deviations, assess the impact on other build activities, and adjust build plans accordingly. Document must include; Scope, Overview of Test Results, Detailed System Verification Test Results, Work Product Inventory.	FV	Accenture has a well-defined approach for system test execution of applications and uses this approach for our PeopleSoft ERP implementation projects and within Accenture Enterprise Services for Government (AESG). System test activities include the following: define test cycles, create/update test scripts, establish environment, execute test cycles and test scripts according to the test schedule, track and manage the discovery, resolution, and retest of system defects, create closeout memo for State review, and signoff. At the conclusion of the System Test phase, Accenture would provide a System Test Report that contains a summary of the test results with key information about the test such as the number of runs executed, the number of defects identified for each cycle, the number of outstanding defects, the category and severity of the defects, links to the completed test script execution results and other relevant information. The System Test Report provides the project team and stakeholders with a clear indication of the readiness of the HCM and Payroll system for UAT.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-006	System Test Protocol	The Vendor shall provide a System Test Protocol (STP). Describe your approach to execute the System Test Protocol. The STP is intended to validate that the system satisfied the requirements for its intended use and user needs; validate that the right problem is solved; establish responsibility and accountability for testing processes; facilitate early detection and correction of software and system anomalies; provide an early assessment of software and system performance. The description must include; Introduction, Scope, Test environment, Planning and preparation, formal executions, witnessed test, regression test, roles and responsibilities, personnel, and metrics.	FV	We assume that System Test Protocol is similar to System Test Plan. Accenture would work with the State to create a comprehensive System Test plan and would conduct the System Test based on the collaboratively developed and mutually approved System Test Plan. In accordance with the Accenture Testing methodology, we would document test results to verify business processes are effectively tested and the requirements defined and agreed at the beginning of the project are satisfied. We would bring a field-tested methodology to construct a System Test Plan so that the project team would test incrementally in stages, from simple to complex, using an iterative approach. Once a set of specified conditions in a given phase are satisfied, the project team would move on to the next phase. For example, the project team would start by testing configuration scripts. Once the scripts are tested and validated, we would move to the next phase and begin testing simple processes. This approach reduces downstream rework and sets the framework for confirming the system configuration and that delivered and custom objects work in concert with each other. The System Test Plan would contain specific testing for the other components of the overall application, such as security setup and reporting. It includes activities to verify that batch processing is set up correctly and that data dependencies are sufficiently tested.
PRTT-007	Security Test Plan	The Vendor shall include a Security Test Plan. Describe your approach to execute the Security Test Plan and publish the test results in the Security Test Report (SETR) for every end user and support role defined in the solution. The SETR documents the expected and actual results of security testing and is used in the determination of operation readiness. This report includes metrics that help validate test activities to plan, identify deviations, assess the impact on other build activities, and adjust plans accordingly.	FV	Accenture would provide a testing strategy that includes a Security Test Plan. We would work with the State to develop the test plan which provides the details required to effectively prepare and execute the Security Testing. These details include defining the test objectives, scope, test conditions/scripts, test data, environments, metrics, and project team members that would carry out the activities to implement the plan. We would also work with the State to define the appropriate entry and exit criteria that are reviewed with the stakeholders and form the basis of approval to complete the Security Testing and before we advance to the next phase of testing.
PRTT-008	Accessibility Test Plan	The Vendor shall provide an Accessibility Test Plan. Describe your approach executing the Accessibility Test Plan and publishing the results in the Accessibility Test Report (ATR). The ATR documents the expected and actual results of accessibility testing and is used in the determination of operation readiness. This report includes metrics that help validate test activities to plan, identify deviations, assess the impact on other build activities, and adjust plans accordingly.	FV	Accenture will provide a testing strategy that includes the use of JAWS as the testing method and coordination with vendor for defect resolution. Proposed PeopleSoft payroll application conforms to Oracle VPAT as outlined at http://www.oracle.com/us/corporate/accessibility/vpats/vpats-peoplesoft-162942.html
PRTT-009	Section 2: Operational testing	After the implementation is complete, the SOI is committed to ongoing testing at the development, integration, and regression levels. It is expected that the functionality described below will be included in the implementation. If the core system does not support these requirements, it is expected that the integrator will secure and integrate the functionality in a seamless manner.		
PRTT-010	Testing Capacity	The Vendor shall configure the system in a manner that does inhibit significant concurrent unit testing and system testing. Testing capacity cannot be a bottleneck to system changes.	FV	Per Accenture testing methodology that is based on our decades of PeopleSoft implementation experience, Unit Test and System Test activities are performed within the lower end environments, namely Development and Testing (HCMDEV92 and HCMST92). These test activities take place concurrently for multiple work units and do not limit test ability. It is accomplished by simulating cross work unit dependencies for data during Development and System Testing. When these activities progress to upstream environments such as Integration Testing or User Acceptance Testing, Test Leads from the State and Accenture will manage the test capacity to avoid becoming a bottleneck while accommodating system changes. Working in conjunction with the State Test lead, the Accenture Sr. HCM / Payroll Test Lead will follow proper project approved change control process to address test capacity of the project team.
PRTT-011	Unit testing	The Vendor shall conduct Unit testing - single units of functionality (in isolation in both positive and negative test modes)	FV	Accenture would conduct Unit Testing for each new custom software development object delivered under the HCM-Payroll Modernization Project. As the first of many subsequent testing phases, Unit Test phase is essential in detecting and correcting application problems early in the development lifecycle. The Unit Test phase focuses on validating the operation of individual program components to confirm their function according to the detailed technical designs. This means we test configurations, custom programs, and technical services that perform a specific function within the system.
PRTT-012	Integration testing	The Vendor shall conduct Integration testing - end to end testing of changes in relation to business processes and technical coordination of individual units or modules within the larger system, as well as all inbound and outbound interfaces, even to third party vendors.	FV	Accenture would deliver an Integration Test to validate the solution works across systems (i.e., including legacy systems). Integration Testing expands on System Testing to verify the use of the system in the broader application environment. We would test end-to-end business requirements to verify the integration of the PeopleSoft system with other internal and external applications. As part of Integration Testing, we coordinate with internal and external agencies and vendors, and test the integration between the HCM and Finance applications, to confirm the end-to-end interface processing. This Test phase enables scrutiny of internal business process as well as the critical inbound and outbound systems.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-013		The vendor shall conduct end-to-end testing for all internal and external interfaces verifying expected results with all parties involved	FV	During Integration Testing, Accenture would coordinate with internal and external agencies and vendors to test and verify the integration of the State's new ERP system with other internal and external applications, simulating realistic end-to-end business scenarios.
PRTT-014	System testing	The Vendor shall conduct System testing - provide confirmation that functionality passing unit and integration testing will perform correctly when subjected to user perspective and scenarios covering end-to-end business process	FV	Accenture would deliver a System Test to validate end to end processes work within the ERP platform (i.e., excluding legacy systems). The System Test verifies that the system addresses specified functional and technical requirements. The System Test Phase focuses on business functionality of each individual application. Accenture has a well-defined approach for system test execution of applications and leverages this approach for our PeopleSoft implementation projects and within Accenture Enterprise Services for Government (AESG).
PRTT-015	Regression testing	The Vendor shall conduct Regression testing - verify that system modifications have not caused unintended effects and that the existing software or system components still comply with specified requirements	FV	Accenture would perform Regression Testing throughout the testing process whenever a change or update to the system occurs. The objective of Regression Testing is to verify that the changes implemented by the HCM-Payroll Modernization Project have not affected the existing production functionality, which was not meant to be altered. The main outcome of successful Regression Test is business approval that the overall system functionality, including the changes made is in line with the agreed functional designs and existing production functionality.
PRTT-016		The vendor shall conduct multiple parallel tests from multiple biweekly cycles automating the comparison of gross-to-net results from legacy and new system; allowable variance thresholds will be defined by the state such that test results falling within / outside acceptable thresholds can be reported and resolved on a per employee basis; both sample set and full parallel tests will be included.	FV	Accenture would conduct a Payroll Parallel Test to test not only the integration of the inputs and outputs from the payroll process but compare the paycheck results between the legacy payroll system and the new ERP payroll system to make sure that employee paychecks are not affected by the implementation of the HCM-Payroll Modernization Project. To perform this test, one or more pay periods would be selected and actual transactions will be entered, such as hours worked or lump sum payments, into a dedicated PeopleSoft Parallel Test environment. We would then run the pay calculation in the PeopleSoft test environment, and compare the gross pay, as well as any earnings, deductions, and tax withholdings, with the production paycheck data. Accenture would collaborate with the State project team members and payroll division personnel to participate in the reconciliation activities.
PRTT-017	UAT testing	The Vendor shall conduct UAT testing - provide collaboration, open communication and knowledge sharing between testing resources and end users to provide accurate and comprehensive UAT	FV	Accenture would support the State in the planning and execution of User Acceptance Testing. During the planning stage, Accenture would work with the State to define the overall UAT test plan, help identify appropriate UAT participants and assist in training the UAT participants to become comfortable with their test execution activities and gain understanding of what the final HCM and Payroll system would be. Accenture would also support the State through the UAT execution process by providing the UAT participants with high-level functional direction and scenarios along with necessary supporting documentation (i.e., job aids and draft training materials), on-site support resources, answering questions, conducting daily test reviews and providing any background support necessary such as submitting off-line jobs, performing back-ups and restores.
PRTT-018	Accessibility testing	The Vendor shall conduct Accessibility testing to validate all IOT accessibility requirements are built into system and are maintained on a scheduled basis.	FV	Proposed PeopleSoft payroll application conforms to Oracle VPAT as outlined at http://www.oracle.com/us/corporate/accessibility/vpats/vpats-peoplesoft-162942.html
PRTT-019	Security testing	The Vendor shall conduct Security testing to validate all security mechanisms and roles built into the system and that they are maintained on a scheduled basis.	FV	Maintaining a secure environment is critical for delivery of crucial government business and a requirement to help protect data. Accenture would perform a Security Test to confirm Application security which includes confirming roles have access to the correct online pages, have the proper level of authority on those pages (e.g., read-only vs. add/update), do not have access to restricted pages, and confirms separation of duties and departments cannot access each other's data, where required. Accenture assumes that the State would focus on databases, operational, and network security testing including any necessary vulnerability and penetration testing.
PRTT-020	Test status reporting	The vendor shall provide a well defined reporting process on the status of test execution, trends, and defects tracked by pre-defined metrics. Results are compiled and presented both daily and weekly showing testing progress and key accomplishments. Status reports will include a defect summary, and issues and risks recap.	FV	Accenture would prepare and provide daily and weekly testing status report for all phases of testing, detailing actual testing progress and status against plan and using a common set of status reporting metrics across all test phases. This report would also include a defect summary (i.e., status and count of open critical or high priority defects), issues, and risks.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-021	Mock production migration	The vendor shall migrate all code and configuration changes through the SOI system instances as follows: System Test -> PreProduction -> Production, as well as propagation to other supporting systems such as training and development. The vendor shall provide scripts for each migration so each migration package can be migrated multiple times with the same result unless the scripts are modified.	FV	Accenture recognizes that the State is currently using PHIRE for migration management for its HCM and Finance projects. Accenture has extensive experience in PHIRE and plans to leverage your current PHIRE environment for HCM92 and Payroll code migrations. AESG software development lifecycle processes use PHIRE for migrating PeopleSoft objects across all project environments. PHIRE is used for automation necessary to adhere to the defined change and maintenance guidelines of the project. PHIRE automates the migration of changes between environments and incorporates standard workflows to guide users through the process. It is also a core driver for both our functional and technical software configuration. Accenture developers and testers would create PHIRE projects that include necessary scripts for the State PHIRE team to manage and promote code per approved project migration process.
PRTT-022	Testing environments	The Vendor shall recommend Testing Environments and size the capacity and infrastructure required to support the recommended environments. At a minimum the vendor shall provide the following test environments: unit test alone, system test environment, and UAT sterile pre prod environment. The state will accept recommendations for additional test environments. Please provide your recommendations and rationale.	FV	As noted directly below, in addition to the environments expected by the State primarily for testing, we propose and provided details for Training, Disaster Recovery and Production environments. For further details, please refer to the Accenture proposed project SDLC environments in the 'Recommended Infrastructure' tab of Attachment F1 Technical Requirements Workbook. 1. HCMDEV92 - Unit Testing of development work 2. HCMUPG92 - 9.2 & Tools Upgrade Testing 3. HCMTST92 - System Testing 4. HCMCFG92 - Payroll Configuration validation 5. HCMINT92 - Integration Testing 6. HCMSTG92 - Staging, Performance, HA cluster, penetration Testing 7. HCMCNV92 - Data Conversion & Testing 8. HCMUAT92 - User Acceptance Testing
PRTT-023	Automatic generation of test scripts	The Vendor shall provide recommendations on the ability to create test scripts automatically	FV	During the Test phase, the project team would leverage AESG Test Script library that has been developed and enriched from our experience in implementing various statewide HCM and Payroll implementations for over two decades. Further, the project team will develop test scripts that are unique to State's business to validate that system supports the State business processes and defined requirements. Accenture will guide the State team on creating necessary test scripts.
PRTT-024	Manual generation of test scripts	The Vendor shall provide a recommendation on how to generate test scripts manually.	FV	Accenture has developed Accenture Enterprise Services for Government (AESG) asset for state government. The AESG asset incorporates our experience at other state governments to deliver a pre-built PeopleSoft solution. Accenture would provide AESG pre-built testing plans, test conditions and scripts that would significantly reduce the test preparation timeline and generate cost and schedule savings. These scripts and conditions can be used out-of-the-box or tailored as necessary to fit the appropriate business need.
PRTT-025	Test Data	The Vendor shall build test data. All test entities are unique and not traceable to production data.	FV	During test planning, Accenture would work with the State to define all the data requirements that need to be setup to support the test scripts. When defining the test data, the principle will be to utilize existing "production" data wherever possible instead of manufacturing production like data. Accenture understands that some data (e.g., employee salaries, credit card detail, home address, etc.) are sensitive and need to be masked during system implementation activities. Accenture has experience in applying a variety of tools to scramble these particular data sets across our PeopleSoft implementations. During different test cycles, data is consumed or altered which requires that a new set of data is created, or original set of data is reloaded in the system. This is accomplished using various tools and techniques, some of which are: refreshing the database instance using a backup, using Flashback database feature to bring database back to a point in time or using SQL Loader or Data Pump to reload data. The choice of tool or technique for a given test will depend on test environment and test specific need.
PRTT-026	Integration of production data	The vendor shall have the ability to import production data sets onto test entities for the ability to test specific scenarios to diagnose certain production parameters while masking the personal information of the original production data.	FV	Accenture will work with the IOT/GMIS infrastructure management team to review current processes in place for cloning HCM PeopleSoft production environment to facilitate testing of specific scenarios. AESG Data Masking scripts can be used to mask PII data elements. From our experience in implementing PeopleSoft at very large states (exceeding million employee records), we can provide guidance for subsetting transactional data during an export from Production.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-027	Testing volumes	The vendor shall provide a solution on high volume testing. Testing is an ongoing high demand process with multiple users running multiple tests for a variety of processes using various input channels, the system will provide best practices that will allow the department to effectively and efficiently maintain high volume testing. Please describe how your solution will accommodate this high use environment.	FV	Accenture would create a Performance Test Plan which includes Volume testing and support the State team in the execution of the approved Performance Test plan to confirm online and batch performance. The performance activities by Accenture and State team may include generation of synthetic user load to simulate peak load scenarios leveraging current State performance test tools or software and associated infrastructure. Critical batch/interface processes would be tested by running the actual batch/interface processes with real data (when available) or representative sample data at expected production volumes considering peak time and contingencies. Select processes identified to be critical for Performance test would be timed and assessed for relative performance. Any online transaction or batch process that is found to not meet performance expectations would have a performance test defect logged so that the application can be tuned to meet expectations. Accenture would work with the State Infrastructure team comprising of PeopleSoft Administrators, DBAs, Network Admins, and other IT Performance Specialists in resolving issues that impact system performance. The end goal of Performance Test is to confirm that the application would be able to perform in the State's production environment and State is able to produce successful Payroll.
PRTT-028	System date	The Vendor shall change the system date of test to be able to test the affect of date on output.	P	With PeopleSoft Effective Date functionality, this type of testing to change system date is no longer required or applicable. Retroactive and future dated effective date functionality offer the ability to execute similar tests. To fully support this requirement, State would be required to provide third party software products such as Time Machine. Though Linux permits clock changes, Server admins do not support it due to the complexity and effort involved in disabling NTP or security drivers to facilitate time simulation activities.
PRTT-029	Rollback tests	The Vendor shall rollback data from prior tests so that subsequent reuse of test data does not cause duplicate records	FV	Accenture Testing Methodology uses various techniques to address rollback scenarios to prevent duplicate data, including but not limited to the following: 1) PeopleSoft Data Mover, SQL *Loader scripts to import, export or purge test data to facilitate repeatability 2) Rollback transactions with SQL Scripts 3) Leverage Oracle DB rollback features such as Flashback, guaranteed restore points 4) Flashback queries 5) Leverage PeopleSoft Temp Tables to hold test results with data time stamps
PRTT-030	Test size	The Vendor shall create a large and varied number of test scripts so that many variables are tested.	FV	By leveraging the AESG solution, Accenture would provide pre-built detailed test conditions and test scripts that support all core business processes for the HCM and Payroll modernization project. These test conditions and scripts can be used out-of-the-box or tailored as necessary to fit the appropriate business requirement. Test conditions and scripts are grouped based on the test cycles to ensure all agreed to requirements are tested and a large and varied number of test scripts are executed. For example, the first cycle of test would focus on testing the system configuration, the second cycle would include test scripts that would test a broad range of functionality across the HCM application modules, then third cycle would focus solely on interfaces, fourth cycle would focus on reporting functionality, then another cycle would include test scripts to test validate error processing and year end processing in the HCM and Payroll applications.
PRTT-031	Testing environment adjustments	The Vendor shall support automated tools for the ability to reset environment.	FV	AESG offers utilities to help the project team with environment management and operations. The Accenture HCM / Payroll Technology Architect will work with the State personnel (IOT/GMIS) for environment reset by leveraging some of the techniques outlined in PRTT-029 as well as traditional Database recovery mechanisms.
PRTT-032	Migrations	The Vendor shall document Test environment migrations	FV	Accenture will use the State's migration management tool PHIRE for standard change control and project migration procedures. We track and document test environment migrations through PHIRE and its workflow rules will enforce and automate several migration steps.
PRTT-033	Migration rollback	The Vendor shall rollback migrations and reset the database.	FV	Accenture will utilize the rollback features of PHIRE to undo migration when deemed necessary. Further, the Accenture Development Team may use various techniques outlines in PRTT-029 or PRTT-031.
PRTT-034	Test system ingestion	The Vendor shall create a Test environment that shall have the ability to ingest files from multiple channels, e.g. banks, other modules	FV	Accenture Test environments as outlined in PRTT-022 will be supported by a robust AESG Integration framework that facilitates interface file processing from multiple sources along with automated encryption and decryption of the files based on source and target system encryption needs, either internal or external.
PRTT-035	Data export	The Vendor shall test the ability export data to multiple channels such as image repository, financial test system, etc.	FV	Accenture has experience implementing and integrating PeopleSoft with various Image repositories or enterprise document management systems such as FileNet.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-036	Interface exchanges	The Vendor shall be able to replicate interface exchanges without needing to touch third party data.	P	PeopleSoft Payroll offers standard interface file layouts for 3rd party data exchanges. Further, our AESG interface library offers interface file layouts standardized based on our experience at other state or public sector entities. As part of the PeopleSoft Payroll modernization, our approach to obtain Interface acceptance from 3rd party would require testing the interface with the 3rd party. The ability to replicate interface exchange, necessity for touching 3rd party data, obtaining acceptance and validation by the 3rd party would be evaluated on a case by case basis per the Interface test plan. In general, 3rd party systems are expected to test the interface file following their internal process and standards that meet State guidelines for testing and risk acceptance for a successful payroll implementation. Testing and validation of interface exchanges would not require touching 3rd Party production systems, but they can be validated using 3rd party test environments.
PRTT-037	Testing Interfaces	The Vendor shall provide the ability to test the requirements of interfaces e.g. schema requirements, image requirements, etc.	FV	AESG integration framework offers the ability to test interfaces comprising of schemas or image requirements.
PRTT-038	Interface errors	A Vendor shall provide the ability to log defects and provide error messages across interfaces.	FV	As part of the project's testing strategy, we would create a Defect Management Plan which enables us to track and manage the discovery, resolution, and retest of system defects identified during test. The State-Accenture Test Team would log system issues and defects which include key data points into the Defect Log. At a minimum, a defect will be logged with the following attributes: Description, Created by, Status, Category/Type, Priority and screenshots of actual results to supplement the defect description. Accenture would review the Defect Log with the State during daily review sessions.
PRTT-039	Defect reporting	A Vendor shall provide the ability to view defects reported in a dashboard with drill down ability.	FV	Accenture recommends the use of State's SharePoint and Microsoft Excel to log, track, and manage defects identified during test execution of the HCM-Payroll Modernization Project. A Defect report will be created which includes the key data points from the Defect log including but not limited to Defect ID, Title, Description, Priority, Category/Type, Created by, and Created Date. Screenshots of actual results encountered to supplement the defect description as well as key transaction identification information will be documented, stored, and available in SharePoint.
PRTT-040	Defect traceability	A Vendor shall provide the ability to track defects with the ability to trace back defects to releases and requirements	FV	Accenture testing methodology, which is based on the V-model, ensures test conditions, scripts and any associated defects including configuration and build defects are linked back to requirements. Within AESG, this traceability is a major design principle leading us to help reduce risk and provide a higher quality delivery. Accenture would utilize the Requirements Traceability Matrix document which provide traceability mapping between functional/technical requirements and test conditions. The matrix will also be used to maintain the mapping and traceability between test scripts and associated system defects. Accenture's testing approach promotes early identification and resolution of defects. Our methodology for defect management aims to help track and manage the discovery, resolution and retest of system defects identified during test. Accenture recommends to use the State's SharePoint and leverage Microsoft Excel for logging, tracking and managing defects identified in all testing phases.
PRTT-041	Testing artifacts	A Vendor shall provide the ability to retain testing artifacts for successful and unsuccessful tests.	FV	As part of the Accenture testing process, the Test Team will execute test scripts, documenting actual results of successful and/or unsuccessful tests. Accenture would recommend to use the State's SharePoint site to store testing documentation and deliverables across all phases of testing.
PRTT-042	Signoff	The Vendor shall provide the signoff of testing approval at the requirement level. All artifacts of approval shall be retained in the system.	FV	Accenture would work with the State to define the testing review and signoff process. This process aids test management by ensuring that appropriate verification and validation is carried out for every deliverable by checking content, detail, and structure.
PRTT-043	System resets	The Vendor shall allow the ability of the tester to reset testing system.	FV	Accenture testing methodology uses tools and techniques outlined in PRTT029, PRTT-031, and PRTT-033 to facilitate the stated objective
PRTT-044	Testing negative outcomes	The Vendor shall test specific negative outcomes; for example items that should be suspended.	FV	Accenture would provide a testing strategy that includes negative testing. Negative testing is conducted to make sure the system performs well using invalid data for input, that the system does not process invalid data as designed by the system and all appropriate error messages appear when invalid data is entered. During planning, the testing team will review the requirements and identify the type of invalid data that would trigger an error solution.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRTT-045	Testing database (Environment)	The Vendor shall be responsible for standing up and preparing testing environments in no more than 1/2 day	P	Accenture will work with the State Infrastructure Support Team in determining the steps and processes required to setup a Test environment. The initial Test environment standup can be accomplished by automating the Test environment via cloning within the specified time frame, contingent on leveraging DevOPS. However, preparation of the Test environment for effective use by the Testers requires more than the initial technical standup activities. For example, code migrations, data staging, enabling integrations, PII data masking, masquerading email addresses, and connectivity with internal or external systems could require additional time.
PRTT-046	Testing database (Environment)	The Vendor shall support multiple testing environments to enable simultaneous projects	FV	Accenture proposed Infrastructure Plan covers the following Test environments: 1. HCMDEV92 - Unit Testing of development work 2. HCMUPG92 - 9.2 & Tools Upgrade Testing 3. HCMTST92 - System Testing 4. HCMCFG92 - Payroll Configuration validation 5. HCMINT92 - Integration Testing 6. HCMSTG92 - Staging, Performance, HA cluster, penetration Testing 7. HCMCNV92 - Data Conversion & Testing 8. HCMUAT92 - User Acceptance Testing For further details, please refer to the Accenture proposed project SDLC environments in the 'Recommended Infrastructure' tab of Attachment F1 Technical Requirements Workbook.
PRTT-047	System Validation	The Vendor shall provide system validation which matches system functionality to user requirements.	FV	Accenture testing methodology is based on the industry recognized V-Model which provides the overall framework for our approach to requirements traceability and the validation of requirements throughout each phase of testing. The testing done in each testing phase ties back to the requirements, business processes, and designs created early in the project.
PRTT-048	System testing	During system testing, the Vendor shall data element identifiers to accommodate ingested data from systems whose numbers cannot be adjusted in order to avoid data duplication	FV	AESG test framework and test scripts enable the State to prevent as well as handle various data duplication scenarios. Some of the techniques used in accomplishing the stated scenario may entail the use of additional data qualifiers or labels that help testing team with proper data management and validation.
PRTT-049	Parallel testing	Then Vendor shall provide a plan for parallel testing for Payroll.	FV	Accenture would provide a plan for Parallel Payroll Test that covers procedures and practices to be followed to make sure that employee paychecks are not affected by the implementation of the HCM-Payroll Modernization Project. This plan would be developed during the Initiate phase, outlining the scope, approach, and entry and exit criteria. The plan would also include the number of parallel test cycles (each cycle corresponds to a pay period) to be executed, tools, test data, and environments to be used and approach to the reconciliation activities.
PRTT-050	System Administration Testing	The state shall have the responsibility for conducting acceptance testing of the entire application. The Vendor shall provide assistance during such testing. This assistance shall include: Preparing state testers, Loading configuration values, converting data, and establishing user security in accordance with the "go-live" deployment plan; Submitting off-line jobs; Performing backups; Restoring databases/environments as required	FV	Accenture acknowledges that the State would complete acceptance testing with the assistance and support of the Accenture Team. Accenture would support the State in the planning and execution of User Acceptance Test. During the UAT planning stage, Accenture would work with the State to define the overall UAT test plan, help identify appropriate UAT participants and assist in training the UAT participants to become comfortable with their test execution activities and gain understanding of what the final HCM and Payroll system would be. Accenture would also support the State through the UAT execution process by providing the UAT participants with high-level functional direction and scenarios along with necessary supporting documentation (i.e., job aids and draft training materials), on-site support resources, answering questions, conducting daily test reviews, and providing any background support necessary such as submitting off-line jobs and performing back-ups and restores.
PRTT-051	System Administration Testing	The Vendor shall conduct Performance Stress and Volume Testing (PSVT) for the fully configured and tested software prior to commencing live operations and at a preliminary point in the project sufficiently in advance of go-live but no later than three (3) months prior. Mechanisms utilized to monitor and verify technical performance with respect to user response time metrics and execution of all jobs in the on / off cycle process must be described and documented in detail. These tasks must be coordinated and performed with the appropriate state technical staff.	P	Accenture would create a Performance Test Plan and support the State team in the execution of the approved Performance Test Plan to confirm online and batch performance. The performance activities by the State-Accenture teams may include generation of synthetic user load to simulate peak load scenarios leveraging current State performance test tools or software and associated infrastructure. Critical batch/interface processes would be tested by running the actual batch/interface processes with real data (when available) or representative sample data at expected production volumes considering peak time and contingencies. Select processes identified to be critical for Performance Test would be timed and assessed for relative performance. Any online transaction or batch process that is found to not meet performance expectations would have a performance test defect logged so that the application can be tuned to meet expectations. Accenture would work with the State Infrastructure team comprising of PeopleSoft Administrators, DBAs, Network Admins, and other IT Performance Specialists in resolving issues that impact system performance. The end goal of Performance Test is to confirm that the application would be able to perform in the State's production environment and State is able to produce successful Payroll.

5. Vendor Team Experience

* While it is not specifically as a requirement, there is a strong preference that the key resources will have significant State HCM / Payroll system implementation experience.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRVTE-001	HCM / Payroll Project Leader	Vendor's HCM / Payroll Project Leader shall have more than 10 years of successful project leadership experience and full PeopleSoft HCM / Payroll system implementation experience.	FV	[Redacted]
PRVTE-002	Sr. Project Manager	Vendor's Sr. Project Manager shall have either a) more than 10 years of project management experience or b) previous full PeopleSoft HCM / Payroll system implementation experience.	FV	[Redacted]
PRVTE-003	HCM / Payroll Technology Architect	Vendor's HCM / Payroll Technology Architect shall have more than 10 years of Vendor HCM / Payroll technology experience with the Vendor HCM / Payroll system and full Vendor HCM / Payroll system implementation experience.	FV	[Redacted]
PRVTE-004	HCM / Payroll Configuration Expert	Vendor's HCM / Payroll Configuration Expert shall have more than 10 years of PeopleSoft HCM / Payroll system configuration experience.	FV	[Redacted]
PRVTE-005	Sr. HCM / Payroll Test Lead	Vendors' Sr. HCM / Payroll Test Lead shall have more than 10 years of PeopleSoft HCM / Payroll system testing experience.	FV	[Redacted]
PRVTE-006	Sr. HCM / Payroll Training Lead	Vendors' Sr. HCM / Payroll Training Lead shall have more than 10 years of PeopleSoft HCM / Payroll system training experience.	FPC	[Redacted]
PRVTE-007	Sr. HCM / Payroll Training Lead	State governments are diverse employers with a broad spectrum of business units, positions, job requirements, and employees; state or large local government experience is recommended for key vendor resources.	FPC	[Redacted]
PRVTE-008	Sr. HCM / Payroll Training Lead	Another key experience measure would be implementations involving an upgrade of HCM and an implementation of Payroll from a separate system	FPC	[Redacted]
PRVTE-009	Project management experience	Vendor's project manager shall have at least 10-15 years experience as a senior project manager leading projects with a similar size and scope to the requirements as stated in this RFP, who is accountable for all services and deliverables provided under the Contract resulting from this RFP, and who should work to ensure the on-time delivery and successful deployment. This individual is expected to be dedicated to the project and should function as the state's primary point of contact with the Vendor. The Vendor's Project Manager is expected to respond to day-to-day problems, manage issues, provide status reports, participate in weekly status meetings, and manage personnel resources. It is preferred that the Project Manager be certified by the Project Management Institute as a Project Management Professional (PMP).	FV	[Redacted]

6. Project Design and Build Requirements

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPDB-001	Business Process Design	<p>The Vendor shall lead work group sessions and provide tools and other services as required to complete the Business Process Design. The state expects the design phase will involve input from all agencies in the state, including all branches, departments, agencies, boards and commissions. Some third party vendors may need to be engaged as well. At a minimum, the Vendor’s approach to business process design should address the following:</p> <ul style="list-style-type: none"> · Multiple workshops by business process area; · Use of the OPS9.2 HCM software in the facilitation of the workshops; · Inclusion of System subject matter experts (SMEs) representative of state institutions; · Identification of change impacts in terms of process, policy, and skill sets; · Identification of any major policies and/or procedures or state codes that will require modification to accommodate the desired configuration and business processes; · Documentation of resolution of published Functional and Technical Requirements, identifying those that are available as delivered or through configuration, and those that are gaps; · Alignment on a unified financial structure and reporting format for the state; · Discovery, analysis and design for integrations and conversions; · Architecting and documentation of new to-be business processes and roles (visio flows and narrative); <p>· Architecting of reports to support business processes and identification of any needed custom reports; and</p>	FV	<p>To evaluate the capabilities of PeopleSoft HCM and Payroll 9.2 against the State’s business requirements, Accenture would conduct Business Process Design Sessions called Conference Room Pilot (CRP) workshops during the Initiate stage with State project team members and stakeholders. These workshops are intended for users to work with the solution to better understand PeopleSoft functionality and examine potential changes before impacting live project environments. We would plan on using the AESG CRP environment hosted by Accenture that allows the project to start using a pre-configured environment on day one of the project. Multiple CRP workshops by functional area would be conducted. For the HCM Upgrade scope, we would conduct Business Process Redesign Sessions to evaluate current processes to the upgrade functionality.</p> <p>As each functional area commences, an overview workshop would be delivered to orient State participants to the functional subject as well as key concepts necessary for lower level business process workshops. We would prepare for and conduct CRPs to achieve the following desired outcomes:</p> <ul style="list-style-type: none"> • Finalize RICEFW inventory • Confirm future-state process definition • Identify gaps
PRPDB-002	Fit / Gap Analysis	Identification of software gaps that may lead to development of work-around, or a custom solution.	FV	Accenture would perform Fit-Gap sessions to confirm the business requirements as either a fit or a gap based on out-of-the-box business process functionality. Where there is a fit, the system and associated business processes would be configured to address each requirement. Where there are gaps, we would work with State team members to propose a business process reengineering opportunity that would close the gap and address the requirement, or where statute dictates, document the proposed customization. Accenture’s five major steps to execute a Fit-Gap analysis include: Finalize Requirements, Categorize Requirements, Assess Requirements, Approval of Potential Gaps, and Update Customizations Documentation.
PRPDB-003	Blueprint	Produce an overall detailed blueprint document that specifies in scope requirements will be solutioned within OPS9.2.	FV	Accenture would develop a Solution Blueprint document that would define the solution and delivery approach that our organization would provide to the State. This includes confirming scope requirements, assessing capabilities and constraints, and defining the solution strategy.
PRPDB-004	Reporting	Develop an overall reporting strategy that includes standard reports, custom reports, ad hoc reporting, usage, distribution, access, training for all OPS and non-OPS historical data. A list of state required reports for each user group for each OPS module whether they are standard, custom, or ad hoc.	FV	During the Conference Room Pilot activities, Accenture would help the State identify reports and queries needed to support each business process.
PRPDB-005	Configure	The Vendor shall lead the configuration of all application software in accordance with business process design. The state expects the Vendor to provide leadership in all functional areas, and provide sufficient resources to work with all SOI agencies, departments, etal. This could mean full-time resources for some of the larger institutions, and shared resources for smaller institutions.	FV	Accenture would lead the configuration effort and collaborate with the State to adapt the solution to the requirements as we progress through the implementation. Our Adopt and Adapt stages focuses on an iterative process to design, configure, and validate the solution. This process builds confidence for business users, representatives, and project stakeholders, helping solidify solution adoption after each iteration. Accenture agrees to adequately staff all areas of the project to fully meet the State’s expectations.
PRPDB-006	Configure	The Vendor shall use the highest applicable industry standards for sound and secure software configuration practices. The "highest applicable industry standards" shall be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area, and acting in a like capacity, would exercise in similar circumstances.	FV	Accenture would leverage industry-leading standards and practices to lead the software configuration activities. We would follow ADM for PeopleSoft standards and practices to define, configure, and maintain the configuration data throughout the project lifecycle. ADM for PeopleSoft tailors the Accenture team’s methodology specifically to PeopleSoft system implementations and upgrades. We would use AESG to leverage configuration decisions, designs, and templates that we believe to be representative of leading industry practices based on our history of State-specific system implementations and upgrades.
PRPDB-007	Configure	Produce the Configuration Management Plan	FV	Accenture would prepare a Configuration Management Plan that describes configuration required for each major functional area and the solution transactions, views, data structures, and other functionality that would be achieved via configuration.
PRPDB-008	Configure	Provide training for state project staff on configuration tools and processes	FV	Accenture agrees to provide training on configuration tools and processes. Accenture would work with the State to understand their specific training needs and develop a customized Training Plan.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPDB-009	Configure	Update documentation to support the state's configuration of OPS9.2 HCM	FV	Accenture would use the AESG platform's prebuilt project lifecycle documentations including the configuration workbook or configuration design document will be updated as needed throughout the project.
PRPDB-010	Development	Vendor will lead, manage and coordinate all technical team work. The Vendor should assume that it is the manager for all integrations, interfaces, data conversions, custom reports and similar technical items agreed in this Statement of Work. The state will be responsible for some of the technical work, such as working with extracting data from legacy systems, as agreed in the Statement of Work.	FV	All technical team work would be lead by our proposed HCM / Payroll Technical Architect [REDACTED], who would act as the primary technical resource focused on managing the delivery of all technical project aspects (architecture, hardware, software, infrastructure, etc.). [REDACTED] would be responsible for all project resources related to technical solution delivery and confirm that there is proper communication between various systems interfaced.
PRPDB-011	Integration	For the purposes of this Scope of Services, integration is defined in broad terms as systems sharing data regardless of the batch or real-time nature of the data exchange. Integration means sharing of data and a business process or workflow and, where possible, allowing for more near real-time processing of data or the elimination of duplicate data residing on two systems.	FV	Accenture's guiding principle for integration is to leverage delivered integration functionality as much as possible to promote data integrity and consistency. For interfaces that require customizations, Accenture uses the open integration capabilities native to the PeopleSoft solution to accomplish integration with the interfacing systems based on the type of system, transmission methods, protocols, and file types. Our proposed solution has the capabilities desired for supporting interfacing requirements of large public sector implementations and upgrades. It includes tools and methodology that would assist in supporting the required interfaces using industry standards and providing flexibility for interfacing with a diverse set of systems.
PRPDB-012	Interfaces	The Vendor shall deliver the inbound and outbound interfaces to process transactions to/from the state systems identified in the interfaces determined to be needed.	FV	Accenture acknowledges the delivery of interfaces identified during Fit-Gap to successfully implement the Payroll, Absence Management, and Project Costing functions. Accenture acknowledges to design and develop inbound and outbound interfaces affected by the upgrade of the Core HCM system.
PRPDB-013	Interfaces	The Vendor shall deliver an Integration Strategy and Interface Plan document that shall include but is not limited to:	FV	Through collaboration with the State, Accenture would create an Integration Strategy and Interface Plan that will define the data governance framework and establish the integration management standards to which all other component systems and data will need to adhere. The document would include the State's requirement as stated in the RFP.
		· Validation and assessment to confirm the inclusion of interface candidates identified Interface tab;	FV	
		· Identification of secure data transfer needs for third parties;	FV	
		· Identification of responsibilities and state personnel assigned as contact for the interface; and	FV	
		· Graphical representation of the interface environment.	FV	
PRPDB-014	Interfaces	The Vendor shall provide, at a minimum, the following services for interfaces and integration:	FV	As a leading PeopleSoft integrator, Accenture's approach to integration delivers a low-cost/low-complexity interface solution to the State. Accenture agrees to provide the services as stated in the requirement using the following guiding principles: <ul style="list-style-type: none"> • Leverage delivered integration functionality as much as possible to promote data integrity and consistency • Use a single plan to track the work across all parties—which provides a single version of the truth on interface progress • Maximize reuse from AESG pre-built interfaces to reduce implementation costs
		· Managing all activities related to interfacing data with OPS9.2 HCM, including the coordination of interface development efforts;	FV	
		· Developing a detailed data interface plan document;	FV	
		· Developing programming specifications;	FV	
		· Coding of interface programs that transform and load data to OPS9.2 HCM in accordance with program specifications;	FV	
		· Coding of interface programs that extract and transform data from OPS9.2 HCM in accordance with program specifications;	FV	
		· Performing unit testing of the interface programs;	FV	
		· Developing reports and other means for state personnel to audit the results of interfacing;	FV	
		· Designing of test scripts for system functionality, integration, and user acceptance testing;	FV	
		· Facilitating of interface user acceptance testing; and	FV	
		· Development of monitoring and notification mechanisms tested in development but for use in the production environment that immediately alert specified state personnel when real-time interface issues occur between the OPS9.2 HCM and state or third party systems.	FV	
PRPDB-015	Interfaces	The state shall be responsible for subject matter knowledge of existing interfaces and associated data. System subject matter experts are expected to be available to consult with the Vendor during the development of the interface plan and specifications, and to assist with the determination and adoption of acceptable alternatives to interfaces wherever feasible. The state shall be responsible for coding the legacy application side of the interface.	FV	Accenture acknowledges that the State will be responsible for subject matter knowledge of existing interfaces and associated data and coding the legacy application side of the interface. Accenture would collaborate with the State's subject matter experts to develop the Interface Plan and specifications.
PRPDB-016	Conversions	The Vendor shall be responsible for managing all activities related to converting legacy data to OPS9.2 HCM. The state is dedicated to minimizing data conversion to only data required (as determined by the state) for proper system operation.	FV	Accenture would lead the conversion effort and guide the State through the entire process providing input and assistance during the Initiate, Adopt, Adapt, and Validate stages. This includes Data Cleansing, Data Extraction, Data Transformation, Data Load, Data Reconciliation, and Conversion Testing.
PRPDB-017	Conversions	The Vendor shall develop a detailed Data Conversion Plan document based on conversions listed in the Conversions tab, including the following:	FV	Accenture would develop a Data Conversion Plan, which defines the strategy, preparation, and specifications for implementing processes, people, and technology to manage information effectively across the lifecycle and converting data from the source systems to the target systems.
		· All data to be loaded or entered in the new system;	FV	
		· Data sources;	FV	
		· Expected data volumes;	FV	

#	Name	Description	Response Code	Description/Attachment (< 300 words)
		<ul style="list-style-type: none"> Determination of conversion method and load process (e.g., manual, automated, or semi-automated method); 	FV	
		<ul style="list-style-type: none"> Roles and responsibilities and timing requirements for the conversion effort; and 	FV	
		<ul style="list-style-type: none"> Extraction, transformation and load methods to be used. 	FV	
PRPDB-018	Conversions	The Data Conversion Plan will include throw away conversions to facilitate parallel payroll testing that facilitates the comparison of gross-to-net results between multiple parallel test cycle between legacy and OPS9.2 HCM payrolls.	FV	Accenture acknowledges to include in the Data Conversion Plan an additional conversion program to test and allow the comparison of gross-to-net results between multiple parallel test cycle between legacy and OPS9.2 HCM payrolls.
PRPDB-019	Conversions	The Vendor shall provide the following data conversion services:	FV	Though we propose data extraction from the legacy system be handled by the State, Accenture would assist the State's resources to determine the extraction method and help identify the appropriate tools where necessary. Accenture would also work with the State to help it define what data to extract out of the legacy systems based on the needs and requirements of the new solution. The State and Accenture would work together to review the data elements to be converted, as well as cleansing parameters and toolsets to help with that clean-up. Accenture would coordinate pre-conversion activities such as verifying data to be converted, archiving, purging, and cleansing of legacy data by the State's resources.
		<ul style="list-style-type: none"> Coordinating pre-conversion activities such as verification of data to be converted, archiving, purging, and cleansing of legacy data by state resources; 	FV	
		<ul style="list-style-type: none"> Developing programming specifications in accordance with the detailed data conversion plan that includes coding and unit and integration testing for the conversion programs; 	FV	
		<ul style="list-style-type: none"> Coding of conversion programs that transform and load data to OPS9.2 HCM in accordance with program specifications; 	FV	
		<ul style="list-style-type: none"> Building any crosswalk file structures required to assist the state in developing test scenarios and conducting acceptance testing; 	FV	
		<ul style="list-style-type: none"> Installing, maintaining and operating for the duration of the ERP project, tools to support the design, development, and testing of conversions; 	FV	
		<ul style="list-style-type: none"> Performing unit and integration testing of the conversion programs developed by the Vendor; 	FV	
		<ul style="list-style-type: none"> Developing reports and other means for state personnel to validate converted data; 	FV	
		<ul style="list-style-type: none"> Running conversion programs and working with the state to validate the accuracy of results in the production environment following all conversion activities; 	FV	
		<ul style="list-style-type: none"> Managing execution of multiple 'dress rehearsals' of the end to end conversion process into a copy of the production environment in test mode prior to final conversion. This includes execution of both extract programs of legacy system data developed by the state and all other processes developed by the Vendor; and 	FV	
		<ul style="list-style-type: none"> Adapting and re-running conversion programs as necessary to properly convert and load the data, and for maintaining a conversion log to track the accuracy of all conversion efforts. 	FV	
PRPDB-020	Conversions	The state will be responsible for subject matter knowledge of existing applications and associated data. The state expects to perform all data cleansing and manual conversion processes, with the expertise and guidance of the Vendor. Manual conversions are defined as "manual" when the Vendor and the state agree that the volume is too low to justify the cost of developing an automated conversion program.	FV	Accenture acknowledges that the State will be responsible for subject matter knowledge of existing applications and associated data and performing all data cleansing and manual conversion processes.
PRPDB-021	Conversions	The state will code and unit test conversion programs that extract data from the legacy applications and output the data using the formats and protocols specified in the programming specifications for use in the transformation and load processes.	FV	Accenture acknowledges that the State will be responsible for coding and unit testing conversion programs for use in the transformation and load processes.
PRPDB-022	Conversions	The state will also be responsible for verifying the accuracy of the converted/loaded data through participation in all levels of testing.	FV	Accenture acknowledges that the State will be responsible for verifying the accuracy of the converted/loaded data through participation during testing.
PRPDB-023	Conversions	The Vendor shall execute and participate in at least two (2) complete and successful test runs of the end-to-end conversion process. Test exercises shall consist of the following:	FV	Accenture's conversion methodology includes executing multiple mock conversions to confirm that data extract, transform, load and reconcile processes are working as expected. Accenture has assumed that the State would participate in preparing for, extracting, and validating conversion test runs. Accenture would work with the State team to create a detailed conversion plan which lays out the number of mock conversions, technical environments, schedule, metrics, roles and responsibilities and exit/entry criteria. After each mock conversion run, Accenture would provide reconciliation and exception reports so that the State team may validate the accuracy and completeness of the conversion activities.
		<ul style="list-style-type: none"> System resources extracting data from legacy systems; 	FV	
		<ul style="list-style-type: none"> Vendor loading data extract files provided by the state, and 	FV	
		<ul style="list-style-type: none"> Vendor providing reports/query results so that state staff may validate the accuracy and completeness of the conversion programs and related activities. 	FV	
PRPDB-024	Conversions	Upon completion of the test conversions, the results must be presented to the state PM for distribution to Key Stakeholders. Any test failures must be logged in sufficient detail for manual fix/re-entry by the SOI.	FV	At the conclusion of conversion testing, Accenture would prepare the Test Closure memo (or Test Execution Report) and report findings to the State for signoff. This report provides a comparison of the test execution results achieved against the defined exit criteria. The report contains information on the number of runs executed, summary of mock conversion test results, the number of defects identified, the number of outstanding defects, the category and severity of the defects and other relevant information.
PRPDB-025	Conversions	The state will be responsible for developing test scenarios and conducting the acceptance testing of conversion programs with the assistance of the Vendor. The state PMO will define the timing, requirements, and acceptance criteria for the test conversions. In support of conversion 'test runs', state staff responsible for manual entry and correction, data reconciliation and acceptance, technical support, issue resolution and executive level go/no-go decision-making should be available to role play their tasks in real-time.	FV	Accenture acknowledges that the State will be responsible for developing test scenarios and conducting the acceptance testing of conversion programs.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPDB-026	Reports, Queries & Forms	The Vendor shall provide services and tools to accomplish two (2) broad objectives upon go-live:	FV	Accenture includes a focus on reporting during the Plan/Initiate stage—creating and testing the reporting data model with end users as early as possible. We provide training on standard reports and queries through the application software and through the Business Intelligence solution, including the ability to do ad hoc reporting.
		· Deploy all the necessary reports, queries, and forms in conjunction with the appropriate preparation of end-users to know how to access, execute, and apply the data to their respective functions; and	FV	
		· Define and train select state personnel on the software tools and methodologies to address future reporting needs of the state.	FV	
PRPDB-027	Reports, Queries & Forms	The Vendor shall provide the following services, at a minimum, to develop the Reports, Queries, and Forms Strategy and Plan:	FV	We would assist the State to perform the analysis to determine the frequency and user(s) of the reports in production and use this information to determine the strategy for each report. If a report is deemed as no longer needed or can be met via delivered functionality (Inquiry screen, delivered report or work center/Dashboard,) the process is documented and rolled out in training or other change management process if applicable.
		· Identify reports, queries, and forms required for normal business operations in the respective functional areas; and	FV	
		· Create a disposition for identified reports when OPS9.2 HCM is deployed for standard and customer developed reports, queries, forms;	FV	
PRPDB-028	Reports, Queries & Forms	The state is committed to leveraging the delivered reports, queries and views in OPS9.2 HCM; however, it is anticipated that there may be a need for custom item also. The Vendor is expected to deliver additional custom reports as determined by the state, and as defined and agreed to during the Design Phase	FV	Accenture's reporting capability will provide the State with flexibility and self-sufficiency in creating, updating, running and viewing all production, ad hoc and management reports. We can customize and tailor reports to your specific needs: specifying unique prompts, scheduling reports, the ability to export or view results in multiple formats, and empowering end-users to create customized reports with simple point-and-click ease.
PRPDB-029	Reports, Queries & Forms	In support of the custom reports, queries, and forms deployment, the Vendor shall provide the following services:	FV	Accenture acknowledges to design, develop, test and train system end-users on custom reports, queries, and forms.
		· Report, query, and form design, development, and testing; and	FV	
		· Report, query, and form access and execution training for System end-users.	FV	
PRPDB-030	Reports, Queries & Forms	In support of the establishment of appropriately trained state personnel on the software tools and methodologies to address future reporting needs of the state, the Vendor shall provide the following services:	FV	For the Payroll system and addition of the Absence Management module, Accenture would work with the State to design a training curriculum of topics that incorporates use of the system Reporting Tools. Training materials would be developed according to the curriculum and delivered as either web-based training or classroom training, as agreed to with the State. Knowledge transfer would be assessed through the State's completion of hands-on knowledge transfer activities during the implementation to prepare for their post go-live responsibilities.
		· Reporting Tools Training Strategy development;	FV	
		· Curriculum development and training content development;	FV	
		· Training execution; and	FV	
		· Knowledge transfer assessment.	FV	
PRPDB-031	Development	The state is committed to adapting to the best practices inherent in the OPS9.2 HCM software and to minimizing the need for "workarounds" external to the delivered solution. It is anticipated, however, that certain development work products may be necessary to meet high impact gaps identified in the Design Phase. The state plans to be responsible for work-around development and testing, if any is required, but may desire to engage Vendor staff for augmentation based on the hourly rates supplied with the Cost Schedules.	FV	Accenture acknowledges that the State will be responsible with any development and testing of "workarounds" for high impact gaps. Accenture would be open to working with the State if support is needed.
PRPDB-032	Security	The Vendor shall develop a Security Plan that includes the following:	FV	Accenture would develop and maintain a comprehensive Security Plan that addresses the State's security policies, standards, and procedures, as identified in the RFP.
		· Compliance with required state security standards;	FV	
		· Security configuration recommendations based on best practice of separation of duties;	FV	
		· Approach to analyzing, establishing, and documenting security functions into the state's security network; and	FV	
· Risk management approach to application development and deployment in terms of threat and vulnerability identification, analysis and prioritization, and mitigation techniques.	FV			
PRPDB-033	Security	The Vendor shall provide training to the state Security Team on the security capabilities; controls implemented, and required configuration steps to meet the state's security requirements for the OPS Software.	FV	Accenture agrees to provide training on security. Accenture would work with the State to understand their specific training needs and develop a customized Training Plan to meet the State's security requirements.
PRPDB-034	Security	The Vendor shall work with the state Security Team to design, configure, and test the application security, including establishment of end-user roles and organizational security. The Vendor shall also work with the state's technical team to establish infrastructure security.	FV	Accenture, in conjunction with the State's security team, would develop a Security Plan. This plan captures the security requirements associated with the proposed solution which includes the approach to the design, configure, test, establishment of end-user roles and organizational security and its maintenance. In addition, Accenture will work with the State's technical team to establish infrastructure security. The Security Plan would be updated through each phase of the system development lifecycle as needed. The plan is a living document that is refined during key points in the system development lifecycle or when changes to implemented controls occur. The team develops the Security Plan to provide an overview of system security requirements and the corresponding security design to address those requirements. The team conducts structured collaborative sessions with representative business and technical users throughout the project lifecycle from requirements definition through detailed functional design to augment the Security Plan.
PRPDB-035	Security	The Vendor shall develop a Security Administration Guide based on the Security Plan and the design of the security configuration. This guide will provide the foundation for security administration and the configuration of application security. The Vendor will assist in the implementation of the Security Administration Guide by working with and training the System Security team.	FV	The Security Plan will include the security definitions, design and configurations which will used as the foundation in building the Security Administration Guide. Accenture will use this Guide to train the System Security team.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRPDB-036	Automated Testing Tool	Vendor shall use an automated testing tool, with assurance of state resource training and ability to facilitate usage, test script, development, and management go forward.	FV	Accenture has developed Accenture Enterprise Services for Government (AESG) asset for state government. The AESG asset incorporates our experience at other state governments to deliver a pre-built PeopleSoft solution. Accenture would provide AESG pre-built testing plans, test conditions and scripts that have been developed and enriched from our experience in implementing various statewide HCM and Payroll implementations for over two decades. Further, they develop test scripts that are unique to State's business to validate that system supports the State business processes and defined requirements. These scripts and conditions can be used out-of-the-box or tailored as necessary to fit the appropriate business need. Accenture would guide the State team on creating additional test scripts.

7. Cutover and Support Requirements

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRCS-001	Training	The Vendor shall deliver a Technical Training Strategy and Plan that addresses all technical training, including but not limited to the following:	FP	<p>Accenture's approach would incorporate applicable technical training into our Knowledge Transfer Strategy and Plan, which documents Accenture's experience-based approach to knowledge transfer. State-identified resources to participant in assigned hands-on activities during implementation to prepare for post-implementation responsibilities. State-identified resources would be responsible for participating in hands-on learning opportunities and completing assigned work through implementation, post-implementation support, and production support activities. Accenture would provide guidance and coaching to support the State in preparing for system ownership.</p> <p>Accenture assumes that State resources are already operating and maintaining the HCM system and would continue with this responsibility. The focus of technical activities within knowledge transfer would be on new capabilities resulting from the Payroll system implementation. Due to common knowledge and skills needed to develop, implement, and support PeopleSoft, Accenture assumes the State resources currently responsible for maintaining the HCM system would have a shared responsibility for providing knowledge transfer to State resources assuming new responsibilities with the HCM-Payroll Modernization Project.</p> <p>The State would be responsible for providing technical training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.</p>
PRCS-002	Training	· Technical and operations personnel training to support development, implementation, and production; and	FP	Accenture would provide knowledge transfer on our development and implementation methodology where the approach differs from the process currently followed by the State for operations and maintenance of the HCM system.
PRCS-003	Training	· Knowledge transfer training to a core group of functional, administrative, programming, security, service desk, and other technical and operations personnel to support independent operations capability before conclusion of the Vendor's post-implementation support responsibilities.	FP	Included in response to PRCS-001.
PRCS-004	Training	The Technical Training Strategy and Plan shall be based on a comprehensive technical training needs assessment conducted by the Vendor in conjunction with overall Organizational Change Management and stakeholder analysis activities. The Technical Training Strategy and Plan shall include, but is not limited to the following:	FP	<p>As provided in PRCS-001, Accenture's approach incorporates technical training as part of knowledge transfer. Accenture would partner with the State to identify stakeholders for knowledge transfer.</p> <p>Accenture would create the Knowledge Transfer Strategy and Plan to document the approach and confirm the responsibilities of both State and Accenture team members for technical training as part of knowledge transfer. Accenture would partner with the State to identify the stakeholder audience, the applicable knowledge transfer activities, the delivery channel(s)/methods through which activities would occur, and the timeline for execution. With each activity, the State would be responsible for creating documentation for the State's sustained use in managing the system.</p> <p>Accenture understands the State will provide PeopleSoft HCM and Payroll training to key team members as part of the initial implementation phase, if not before. Accenture recommends the State include technical PeopleSoft training for key team members.</p>
		· Technical Training Stakeholder Analysis;	FP	
		· Map of learning needs to awareness and skill building phases of learning;	FP	
		· Training Approach for each technical training need (e.g., project team training, technical and operations training, and knowledge transfer);	FP	
		· Recommended Training Delivery Channel(s) for each Training Approach;	FP	
		· Alignment of training needs to learning phases and training courses and events;	FP	
		· Job Aid Strategy; and	FP	
· Sustainment Strategy.	FP			
PRCS-005	Training	The Technical Training Plan shall also include the preparation and training of state training resources to establish an ongoing training organization (not for delivery of training for the implementation but to allow the state to support sustainment training needs).	FP	Accenture would conduct a train-the-trainer to support preparing State trainers to deliver training for implementation and support of sustainment training needs. One conduct of each course identified for classroom training would be facilitated by Accenture for State trainers to learn the material. One additional teachback session of each course identified for classroom training would be facilitated by Accenture for State trainers to practice delivery and receive coaching from Accenture and peers. The State would be responsible for identifying State training resources and managing their participation in identified training activities to prepare for implementation and sustainment training needs.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRCS-006	Training	All training materials must be reviewed and approved by the state prior to the start of training delivery. The Vendor shall provide all electronic source documents and graphics used in the development and presentation of training across all training delivery channels.	FP	Accenture's training approach incorporates iterative reviews during design, build, and test activities to support approval of training materials prior to training delivery. Accenture would document the process and timing for review and approval of training materials in the Training Plan. Accenture would agree to provide the State electronic source documents and graphics used in development and presentation of training for the project.
PRCS-007	Training	All training is expected to be provided at training facilities provided by the state	FP	Accenture would agree to the State owning responsibility for providing all training facilities. Accenture would partner with the State to identify training facility requirements, such as number of workstations, access/connectivity needs, presentation capability, in preparation for delivery.
PRCS-008	Training	Based on the recommended approach, the Vendor shall provide training to ensure that state personnel have developed the necessary skills required to successfully operate and maintain OPS9.2 HCM. It is assumed that state personnel will perform all operations and system administrative functions with assistance as needed by the Vendor when live operations commence. Training topics shall include, but are not limited to: · Systems operations; · Technical support; · Job scheduling, monitoring and performance tuning; · Troubleshooting, · Procedures for handling OPS software updates and all other tasks necessary to provide support for the HCM system; · Training on all components of the operating environment that are new to the state; and · Training on the use of the Vendor's development tools, system management, and application administration tools.	FP	As identified in the Knowledge Transfer Strategy and Plan, State-identified resources would participant in designated hands-on knowledge transfer activities to gain the knowledge and skills to operate and maintain the system. Accenture assumes that existing State resources are already operating and maintaining the OPS9.1 HCM and would only be responsible to engage in knowledge transfer on new components of the operating environment resulting from moving to OPS9.2 HCM. The State would be responsible for providing training for current or new employees on all existing operations and system administrative functions, existing components of the operating environment, and any new tools introduced by the State.
PRCS-009	Training	Knowledge Transfer and Ongoing Support must also include training appropriate state resources on cost allocation and retroactive processing for cost allocation.	FP	Accenture would partner with the State to evaluate the existing cost allocation training available and identify if changes would be made to existing training materials and/or new training materials would be created. Accenture would document the identified cost-allocation training in the training curriculum, where applicable. Knowledge transfer activities related to cost allocation would be identified and documented as part of the Knowledge Transfer Strategy and Plan.
PRCS-010	Training	Provide multiple options for execution of training classroom-based, train-the-trainer, electronic, etc.	FP	Accenture would support the State in development of training materials in a format that provides both a classroom and web-based (electronic) option for execution. As part of our approach, Accenture would facilitate a train-the-trainer program with support from the State to prepare state training resources to deliver end-user training during the implementation as well as support sustainment training needs.
PRCS-011	Knowledge Transfer	The Vendor shall provide training to core functional, technical, operations, and service desk personnel to facilitate knowledge transfer before conclusion of the Vendor's post-implementation support responsibilities. Training content should address, but is not limited to: · Software configuration; · System operation procedures for use during the Project; · System administration responsibilities, log on/log off procedures, and security; · Other topics necessary to educate System personnel on 'system housekeeping' during the ERP Project; and · Most likely service desk scenarios.	FP	Accenture's approach embeds knowledge transfer as part of project activities, not as a separate task or effort. Accenture would collaborate with the State to develop a Knowledge Transfer Strategy and Plan that provides experience-based, activities to transfer knowledge throughout the project timeline to State resources. The State would be responsible for providing the core functional, technical, operations, and service desk personnel to participate in identified activities according to the project's implementation and post-implementation timeline for each activity.
			FP	Accenture would document related activities in the Knowledge Transfer Strategy and Plan.
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PRCS-012	Knowledge Transfer	The Vendor shall deliver services to ensure that System employees are prepared to operate and maintain all applications at go-live. The Vendor shall provide a knowledge transfer and skill transfer process that will ensure the System has a "critical mass" of knowledgeable users (experts), system administrators, and other support personnel sufficient to operate and maintain the system in coordination with OPS.	FP	Accenture would create a Knowledge Transfer Strategy and Plan to document the approach for conducting knowledge transfer on the project. A role-based approach to knowledge transfer would document the functional and technical roles that would engage in knowledge transfer through hands-on learning activities. State-identified participants would be responsible for completing assigned work to gain experience using and operating the system.

#	Name	Description	Response Code	Description/Attachment (< 300 words)	
PRCS-013	Knowledge Transfer	The Vendor shall deliver a Knowledge and Skills Transfer Plan that will identify opportunities for the state staff to gain knowledge on the usage and operations of OPS9.2 HCM. The state requires a formal sign-off from key Vendor and state staff members that appropriate knowledge transfer as a condition of release of the contract retainage.	FP	Accenture would create a Knowledge Transfer Strategy and Plan to document the approach for conducting knowledge transfer on the project. A role-based approach to knowledge transfer would document the functional and technical roles that would engage in knowledge transfer through hands-on learning activities. State-identified participants would be responsible for completing assigned work to gain experience using and operating the system. Accenture would collaborate with the State to define and mutually agree to a process for conducting formal sign-off of knowledge transfer, as requested.	
PRCS-014	Knowledge Transfer	Knowledge Transfer and Ongoing Support must also include training appropriate state resources on cost allocation and retroactive processing for both HCM, Payroll and Finance, as well as agencies utilizing cost allocation.	FP	Accenture would partner with the State to evaluate the existing cost allocation training available and identify where updates are needed to existing training materials or new training materials need to be created. Training material would be updated and/or created as assigned to individual training resources between the State and Accenture.	
PRCS-015	Documentation	The Vendor shall develop, maintain, and provide technical and end-user documentation, systems and operational documentation, system configuration documentation, and procedural documentation, including manuals, quick reference guides, tutorials, on-line help, and other techniques as appropriate. The Vendor shall keep documentation current throughout the project.	P	The State would have access to the delivered Oracle PeopleBooks and PeopleTools documentation, which provides technical, systems, and operational documentation on the system. PeopleBooks may be linked to the application "Help" page for online help access. End-user documentation will be provided as mutually agreed to with the State during contract finalization and updated as a result of training curriculum design. Accenture would augment the PeopleSoft delivered documentation to address new customizations agreed to by the State and Accenture as part of the HCM-Payroll Modernization Project. Accenture would share responsibility for maintaining documentation as part of the State's knowledge transfer to participate in hands-on activities during implementation to prepare for operation and maintenance of the system.	
PRCS-016	Cut-over	It is the intent of the state to deploy OPS9.2 HCM to all institutions. The state requires an extensive and carefully structured approach to the implementation and deployment of OPS. This includes the organization and execution of cut-over activities necessary to transition operations to the new system. The Vendor must provide on-site support throughout the entire deployment period.	FV	Accenture Cut-over lead is on-site for the full deployment period in support of OPS 9.2 deployment. Our approach to the deployment of a Statewide payroll implementation is based on our experience from deploying our plan successfully at various States and other public sector entities. Cut-over lead will work with a State counter part in developing the Deployment Cut-over Plan and provide execution support related to the following: <ul style="list-style-type: none"> • Deployment approach • Deployment team structure • Key deployment activities • Relationship among key deployment activities • Transition planning and monitoring • Go-live readiness and execution • Key release assumptions • Key readiness categories • External project dependencies and impact 	
PRCS-017	Cut-over	The Vendor shall deliver a detailed Deployment Cut-over Plan to reflect all project activities that impact deployment of OPS9.2 HCM into the production environment. This deliverable shall document all steps required to make a successful cut-over to the production environment, including specific cut-over tasks, planned and actual dates for tasks completed, task responsibilities, task dependencies, estimated work effort required to complete each task, task status, results of task completion, and sign-off for each task completed. Additionally, the plan shall include:	FV	The Accenture Cutover Manager works with the State Cut-Over counterpart in creation and execution of the following plan to ensure successful cut over to the new PeopleSoft 9.2 system. As part of this plan, from our experience we include the following high level, top ten activities: <ol style="list-style-type: none"> 1. Create high-level structure for pre-Cutover and Cutover activities that will show progression of tasks, task milestones and estimated/ actual task duration 2. Identify stakeholders who will participate in Dress Rehearsal and Cutover activities, and define their roles 3. Work with the State Cutover Manager, communicate resource needs for Cutover activities to appropriate project team leads and IOT leadership 4. Define Go/No-Go and Leadership Checkpoint decision process in conjunction with the State Cutover Manager. 5. Schedule meetings as necessary with appropriate personnel to participate in Go/No-Go or Leadership Checkpoint decision process 6. Confirm availability of Accenture and State personnel needed for Cut-over participation 7. Work with Organizational Change Management Lead to define communication activities and processes 8. Define Cutover Command Center structure, resources, responsibilities, and procedures with the State Cutover Manager 9. Plan and manage execution of Cutover with the State Cutover Manager 10. Define operating plan for the Cutover Command Center (schedule, staffing plan, and communication and escalation process) 	
		· Final data conversion activities;		FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· Technical preparation and system change-over activities;		FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
		· Resolution of all identified security issues;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· Development of a cut-over activities checklist;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· Staffing requirements, by role and responsibilities, for both Vendor and state staff for all deployment/cut-over activities; and	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· Deployment schedule.	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
PRCS-018	Cut-over	The Vendor shall maintain a Cut-Over Checklist that tracks each activity required to ascertain that the HCM system is ready for deployment. This checklist must be reviewed with the Project Management Office (PMO) personnel starting no later than six (6) months before go-live with increasing frequency as the Go-Live date approaches to confirm:	FV	A comprehensive Cut-Over checklist is used in ascertaining a successful deployment. This check list comprises of tracking the categories outlined below and as stated in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· All testing has been successfully completed;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· All staff have completed end-user and management training;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· All data has been cleansed, converted, and accepted by the users;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· All interfaces are functioning as required;	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· All site preparation requirements have been met; and	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
		· End-user support has been established.	FV	Accenture Cut Over Plan includes tracking activities related to this category as outlined in Section 7 Cut Over of Attachment F3 Project Related Requirements Supplement.
PRCS-019	Operations Support	Assist the state in developing a post production support plan and organization model.	FV	Accenture project team will assist the State in developing and finalizing the Production support organization as part of post go-live support (PGLS) planning.
PRCS-020	Operations Support	The Vendor shall provide services to prepare procedures, establish processes, train personnel, track incidents, and participate in the delivery of end-user support. The services shall include, but are not limited to, the following:	FV	Our support plan for Operations addresses specified services below, such as: <ul style="list-style-type: none"> • training State personnel through shadowing • Guiding service desk infrastructure team for successful production operations • A roles and responsibility matrix between Technical, Functional, and Operations teams
		· Development of a Service Desk and End-User Support Strategy that includes plans for using the state's Service Desk infrastructure and defines roles and responsibilities for the Service Desk and OPS9.2 HCM support personnel;	FV	State's experience in current Service Desk and PeopleSoft HCM infrastructure management to be augmented with additional areas as it relates to the Payroll modernization and transitioning payroll functions from GEAC to the PeopleSoft system.
		· Development of procedures for providing support that includes all activities, procedures, and steps necessary to allow OPS and Vendor team members to provide required functional support for state Departments;	FV	State's procedures impacted from the upgrade or Payroll migration to PeopleSoft with reference to offering User support by State's Tier 1.
		· Incorporation of procedures into the state's existing Service Desk infrastructure to capture initial incident information for subsequent transfer to members of the project team;	FV	Guidance on updates necessary to support existing Service Desk infrastructure with respect to incident tracking for facilitating issue resolution by the Accenture post go-live support staff.
		· Provision of support for end-users; and	FV	End user support by enabling State's Service Desk members experienced with PeopleSoft as Tier 1 and offering Tier 2
		· Tracking of incidents.	FV	Management of incidents as assigned to the Accenture Tier 2, tracking the same in State's Share Point or other
PRCS-021	Operations Support	End-user support personnel are expected to respond to questions regarding the use of the application. Efficient and effective procedures for providing end-user support shall be established before the beginning of production cut-over and shall be supported by the Vendor through the end of the production support period.	FP	PeopleSoft documentation for efficient end-user support by State's Tier 1 Service Desk team will consist of PeopleSoft delivered and the project team produced documentation. Accenture would augment the PeopleSoft delivered documentation to address new customizations agreed to by the State and Accenture as part of the HCM-Payroll Modernization Project. Accenture would share responsibility for maintaining documentation as part of the State's knowledge transfer to participate in hands-on activities during implementation to prepare for operation and maintenance of the system.

#	Name	Description	Response Code	Description/Attachment (< 300 words)
PRCS-022	Operations Support	The Vendor must provide full post-implementation support for six (6) months after each major Go-Live for all implemented functionality and support all year-end closing activities for the first calendar and fiscal year-end, with on-site support required in the period surrounding the Go-Live date. This post-implementation maintenance and support will consist of technical, functional, and operational support, and must be provided by skilled personnel who have become familiar with the project over the course of the implementation effort. The on-site presence is essential to maintaining a stable production environment, and in providing for a smooth transition of business processes. The final six (6)-month period after full implementation will include at least one (1) PUM cycle.	FP	Accenture post-implementation plan includes 6 months of support, following proposed single go-live for the HCM 9.2 upgrade and payroll implementation. Our plan accounts for on-site presence, extending functional and technical resources that are knowledgeable of the system from being part of the implementation, and will support the State team with its operational activities. During this period in support of implementing one PUM cycle, an Accenture team consisting of a Payroll Functional Specialist and an Upgrade Specialist will provide project management and technical assistance to the State. The plan assumes State resources that previously shadowed Accenture throughout the implementation will conduct PUM retrofit, drop-keep analysis, executing HCM RICEFW upgrade and testing with support from Accenture. Depending on the PeopleTools impact at the time of the PUM upgrade, GMIS team should consider applying necessary PeopleTools patches at the same time to eliminate additional testing effort. Accenture accommodated a 10 month (FTE) work effort of its resources in support of PUM cycle. Based on the overall impact from various images to be applied and related overall work effort, Accenture will work with the State to offer additional support that follows State approved change control process. Further, following PeopleSoft Payroll go-live, for related year end support activities such as W2 inquiries, we assume the availability of GEAC in read-only mode for at least 3 months, in conjunction with the PeopleSoft Payroll system.

APPENDIX 1 SAMPLE DELIVERABLES AND DRAFT PLANS

This appendix to the Attachment F3 Project Related Requirements Supplement includes the following sample deliverables and draft plans as requested in the 'Project Related Requests' tab of Attachment F3 Project Related Requirements Workbook:

- Project Management (PRPRR-001)
 - Project Schedule
 - Project Management Plan
 - Status Report
 - Risk Tracking Report
 - Issue Tracking Report
 - Action Items Tracking Report
 - Roles and Responsibilities Matrix
 - Escalation Process Documentation
- Organizational Change Management (PRPRR-002)
 - Draft Change Management Plan
 - Draft Communication Plan
 - Draft Stakeholder Analysis Plan
- Training (PRPRR-003)
 - Training Plan
 - Training Materials
 - Knowledge Transfer Plan
- Testing (PRPRR-004)
 - Testing Plan

1. PROJECT MANAGEMENT (PRPRR-001)

As outlined in Section 1.3 Project Management Sample Deliverables of Attachment F3 Project Related Requirements Supplement, we provide the following project management sample deliverables from projects of similar size, scope, and complexity:

- Project Schedule
- Project Management Plan
- Status Report
- Risk Tracking Report
- Issue Tracking Report
- Action Items Tracking Report
- Roles and Responsibilities Matrix
- Escalation Process Documentation

These samples can be found on the following pages.

Project Schedule

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Project Management Plan

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Status Report

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Risk Tracking Report

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Issue Tracking Report

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Action Items Tracking Report

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Roles and Responsibilities Matrix

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Escalation Process Documentation

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

2. ORGANIZATIONAL CHANGE MANAGEMENT (PRPRR-002)

As outlined in the sub-sections of Section 2 Organizational Change Management of Attachment F3 Project Related Requirements Supplement listed below, we provide the following draft plans:

- Draft Change Management Plan (as outlined in Section 2.2 Draft Change Management Plan)
- Draft Communication Plan (as outlined in Section 2.3 Draft Communication Plan)
- Draft Stakeholder Analysis Plan (as outlined in Section 2.4 Draft Stakeholder Analysis Plan)

These draft plan can be found on the following pages.

Draft Organizational Change Management (OCM) Strategy and Plan

Prepared for:

State of Indiana

HCM-Payroll Modernization Project

Prepared By



This draft plan has been fully redacted

Draft Communication Plan

Prepared for:

State of Indiana

HCM-Payroll Modernization Project

Prepared By



This draft plan has been fully redacted

Draft Stakeholder Analysis Plan

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This draft plan has been fully redacted

3. TRAINING (PRPRR-003)

As outlined in the sub-sections of Section 3 Training of Attachment F3 Project Related Requirements Supplement listed below, we provide the following sample deliverables:

- Training Plan (as outlined in Section 3.2 Sample Training Plan)
- Training Materials, including a training manual, job aids, and quick reference guides (as outlined in Section 3.4 Sample Training Materials)
- Knowledge Transfer Plan (as outlined in Section 3.4 Sample Knowledge Transfer Plan)

These samples can be found on the following pages.

Please note our Technical Training Plan can be found in the Training Plan and Knowledge Transfer Plan samples.

Training Plan

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Training Materials

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

Knowledge Transfer Plan

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



<<Date>>

This sample deliverable has been fully redacted

4. TESTING (PRPRR-004)

As outlined in Section 4.3 Sample Testing Plan of Attachment F3 Project Related Requirements Supplement, we provide a sample detailed Testing Plan on the following pages.

System Integration Testing Plan

Prepared for:

<<CLIENT>>

<<PROJECT>>

Prepared by:



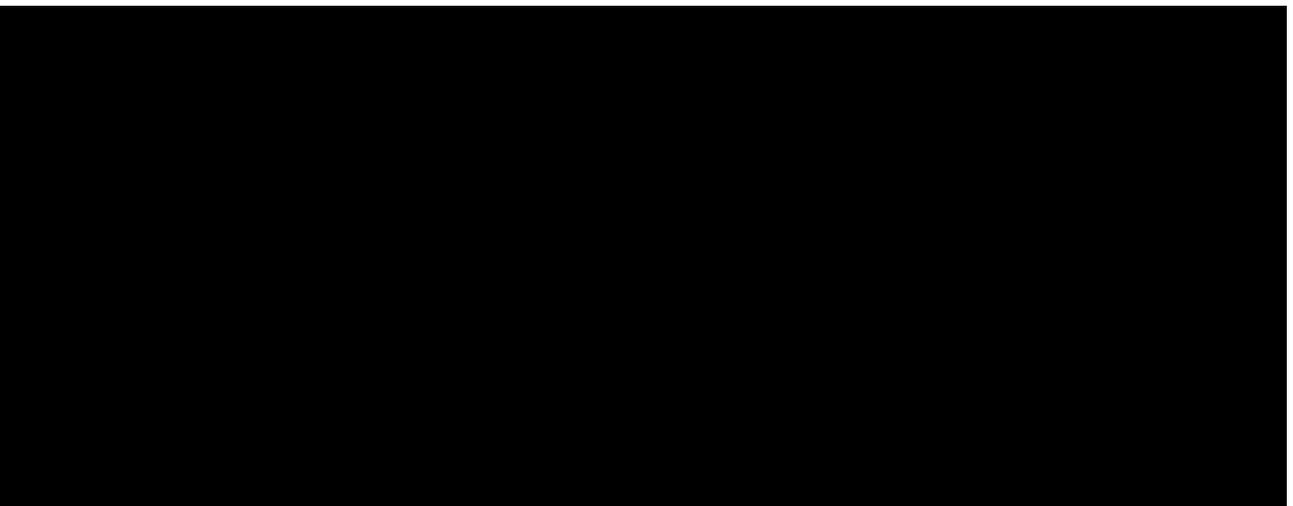
<<Date>>

This sample deliverable has been fully redacted

ATTACHMENT F3 PROJECT RELATED REQUIREMENTS SUPPLEMENT

This document serves as a supplement to Attachment F3 Project Related Requirements Workbook and includes responses and additional information for the following requirements in the 'Project Related Requests' tab:

- Project Management (PRPRR-001)
- Organizational Change Management (PRPRR-002)
- Training (PRPRR-003)
- Testing (PRPRR-004)
- Vendor Team Experience (PRPRR-005)
- Project Design & Build (PRPRR-006)
- Cut Over (PRPRR-007)
- Other Capabilities (PRPRR-009)



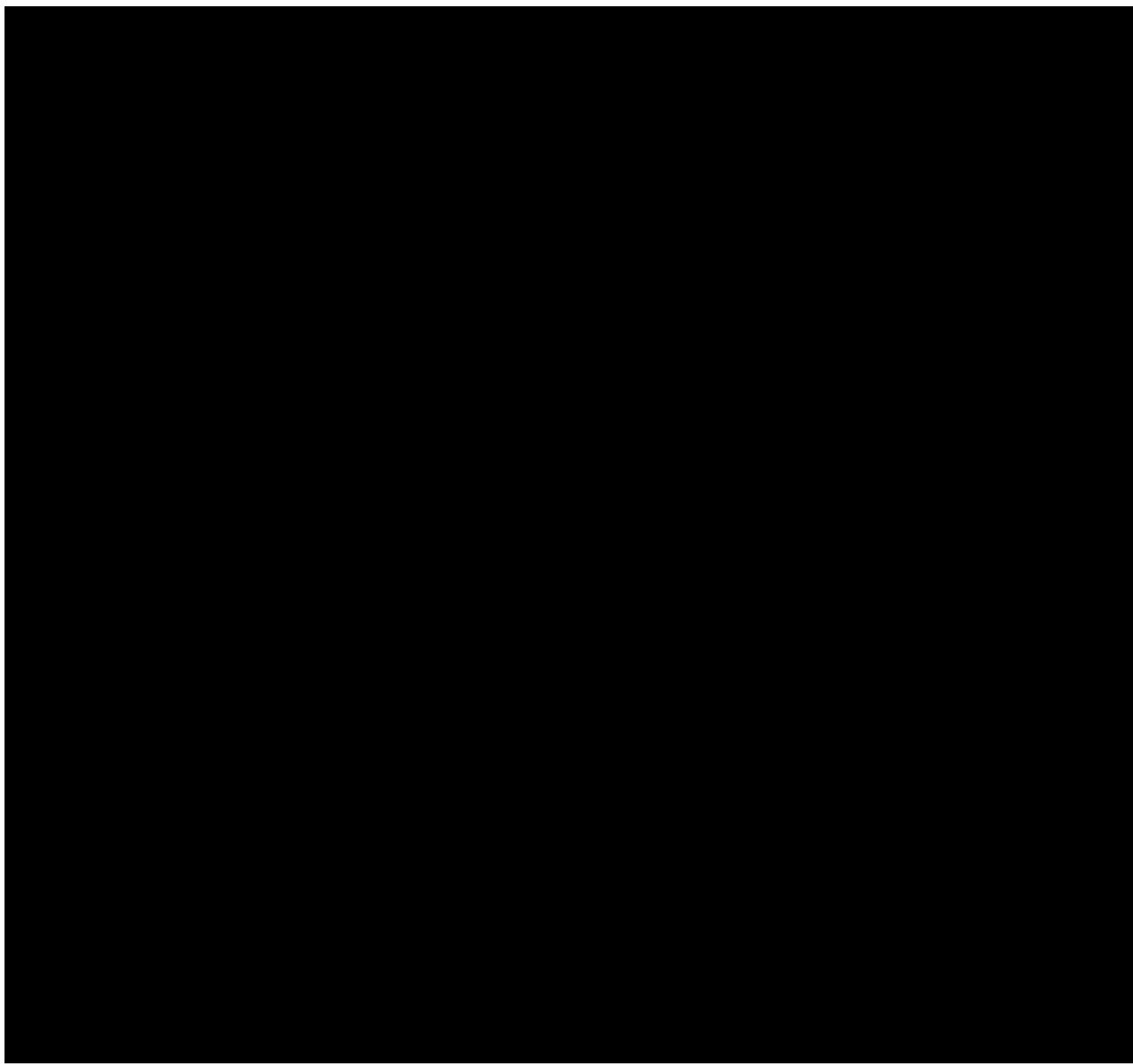
1. PROJECT MANAGEMENT (PRPRR-001)

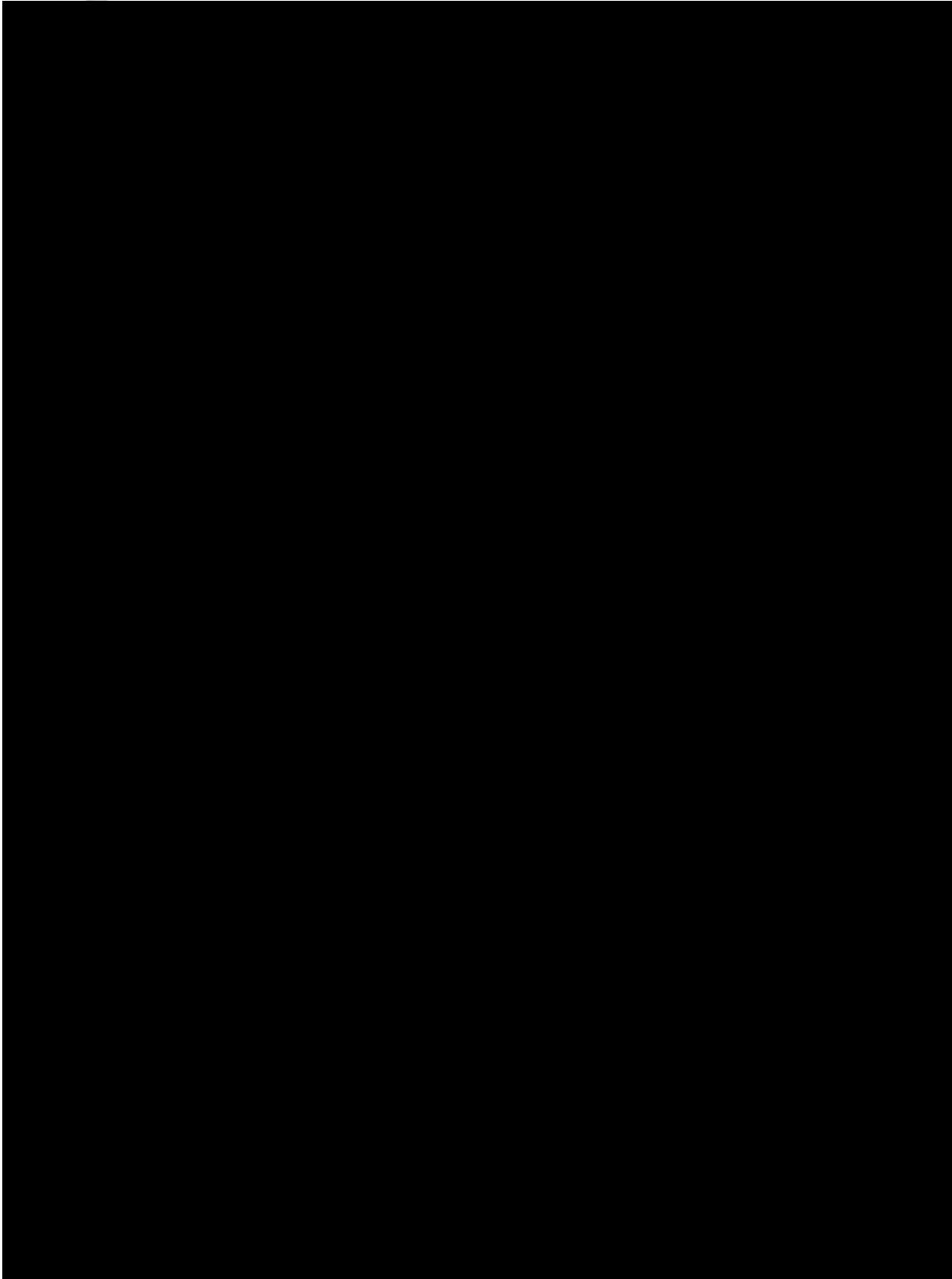
The HCM and Payroll Modernization project is one of the largest system related projects on the State of Indiana agenda and represents a significant investment for the State of Indiana. As with any complex, long term, transformational project, Indiana will require the Vendor to follow a structured delivery methodology that includes project initiation, project organization, budget and scope management, cost and schedule management, change control, quality assurance, stakeholder communication, issues management, risk management and status reporting (SDLC methodology). While Indiana does not intend to dictate a methodology, we do expect that the Vendor will specify a methodology and align to that methodology during the execution of the project.

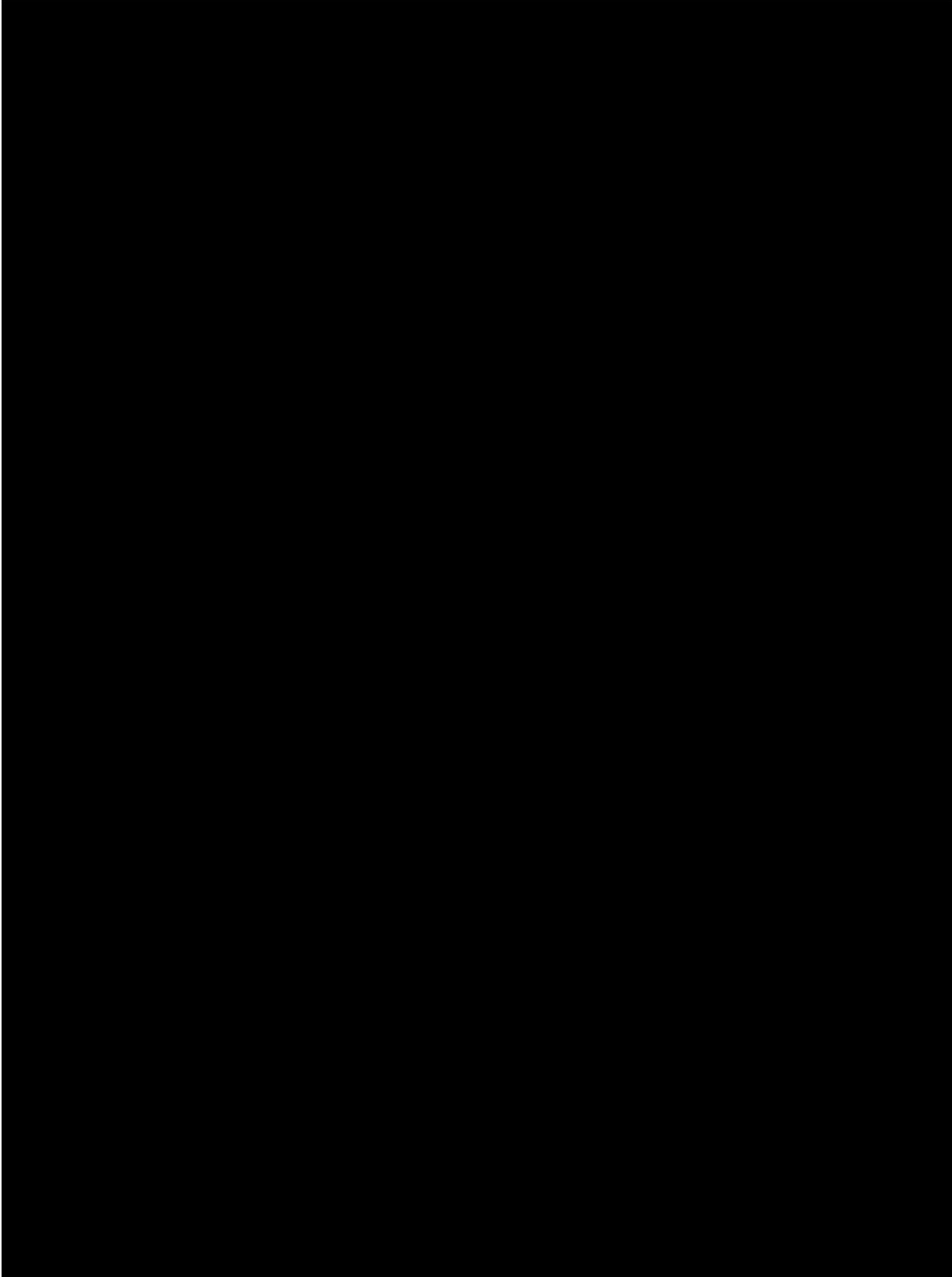
1.1 PROJECT MANAGEMENT METHODOLOGY APPROACH

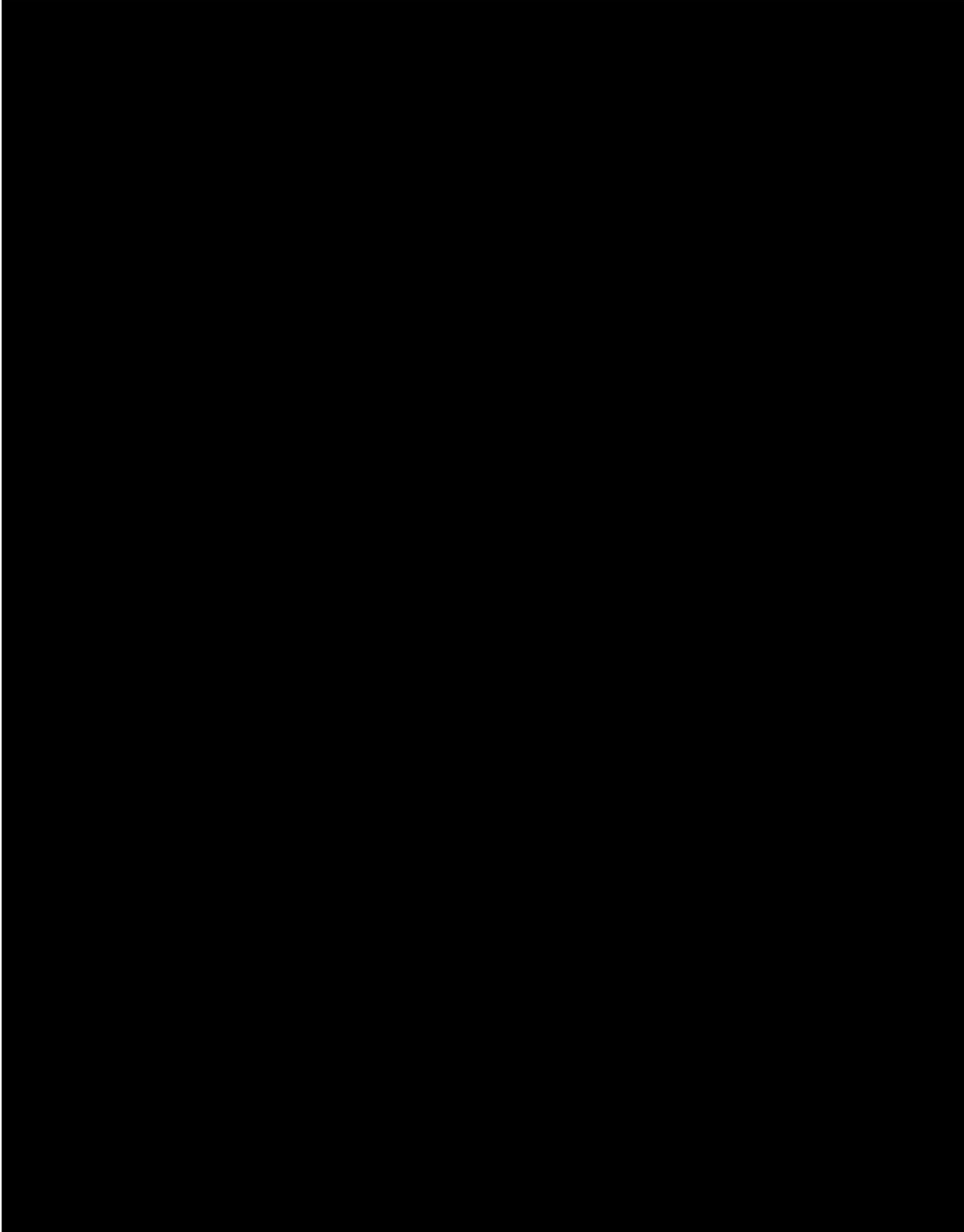
Please provide the following documents with your proposal:

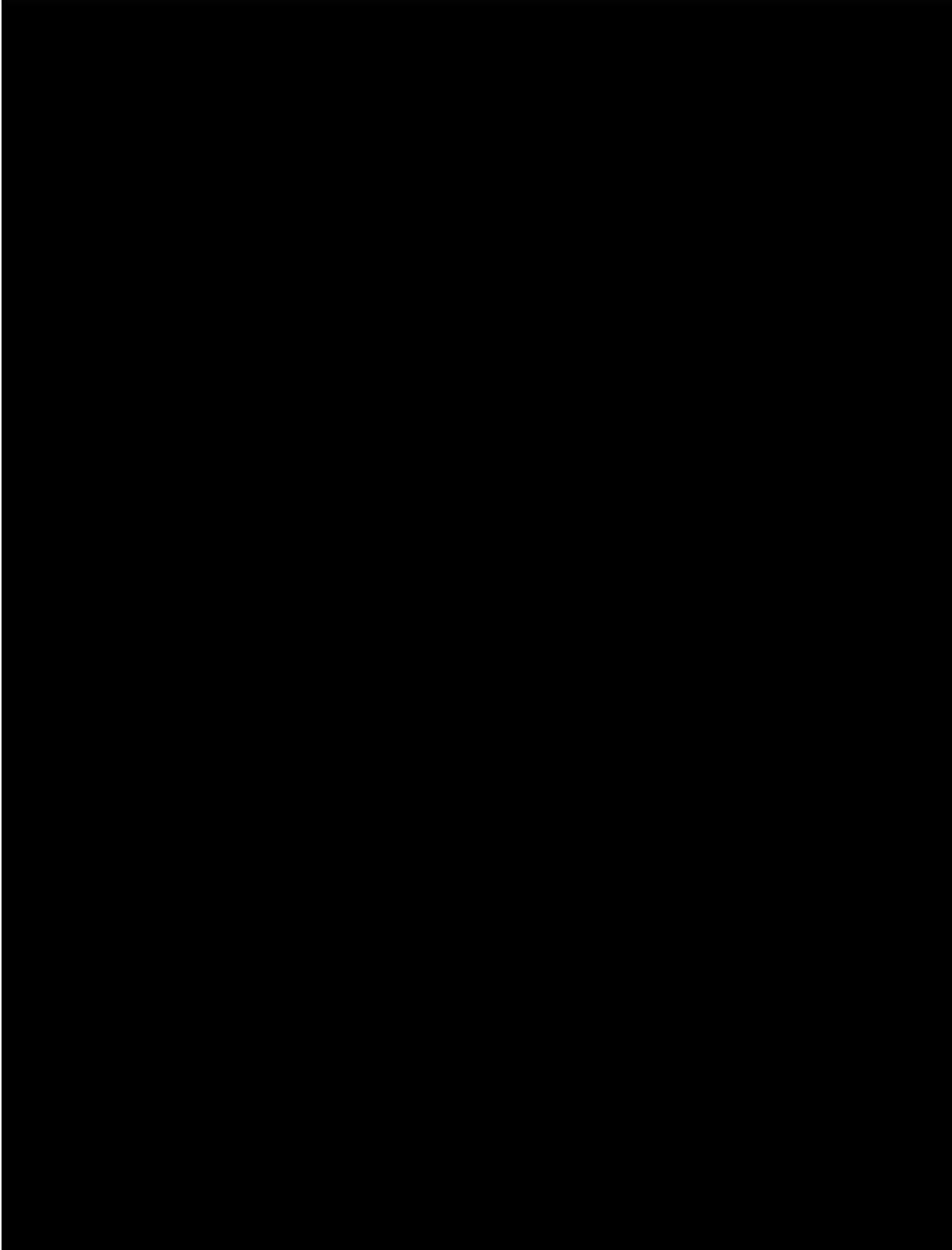
- 1) Overview of your approach to project management methodology, how your methodology incorporates the items listed above, and how your approach impacts the cost, risk, and timelines of the solution delivery.

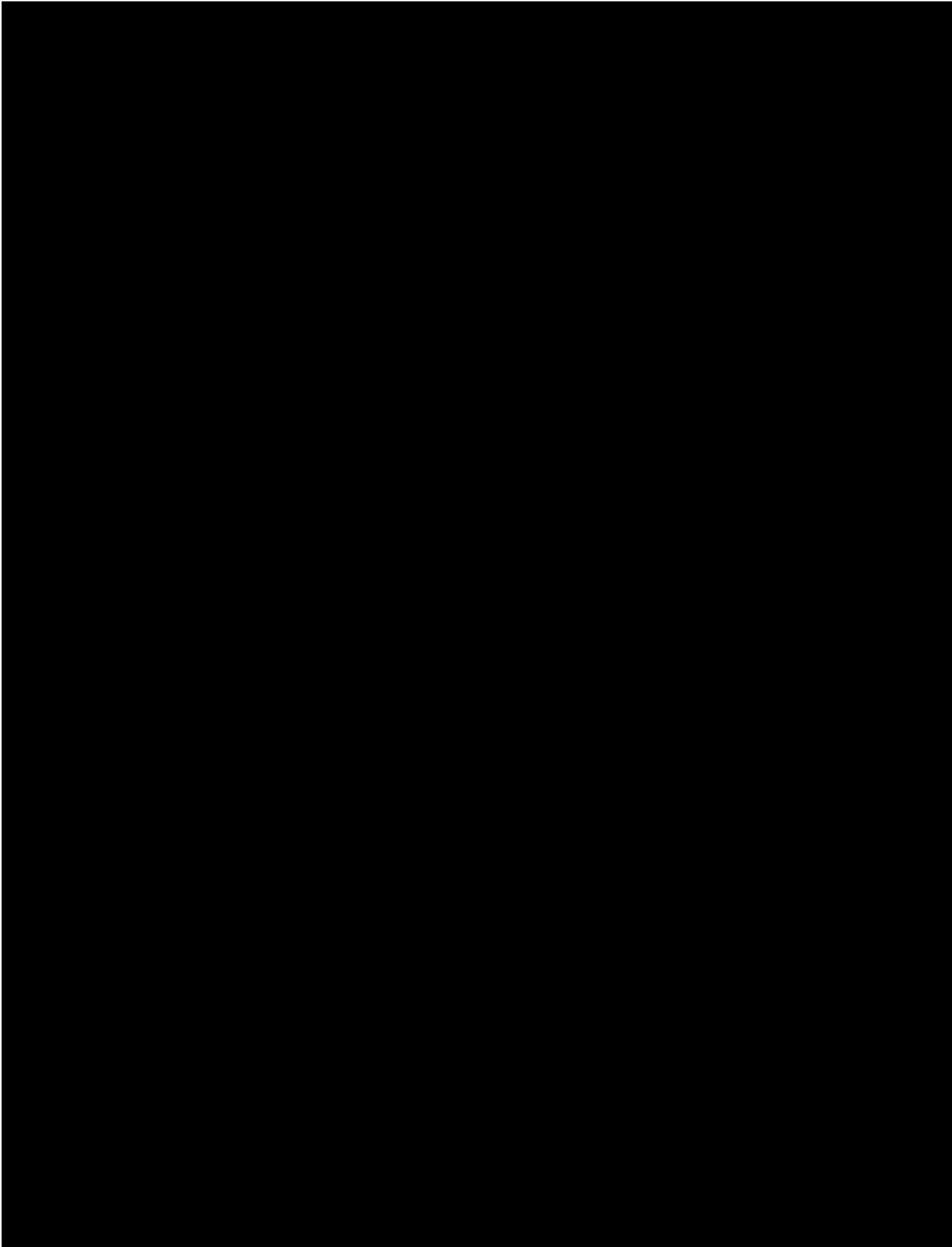


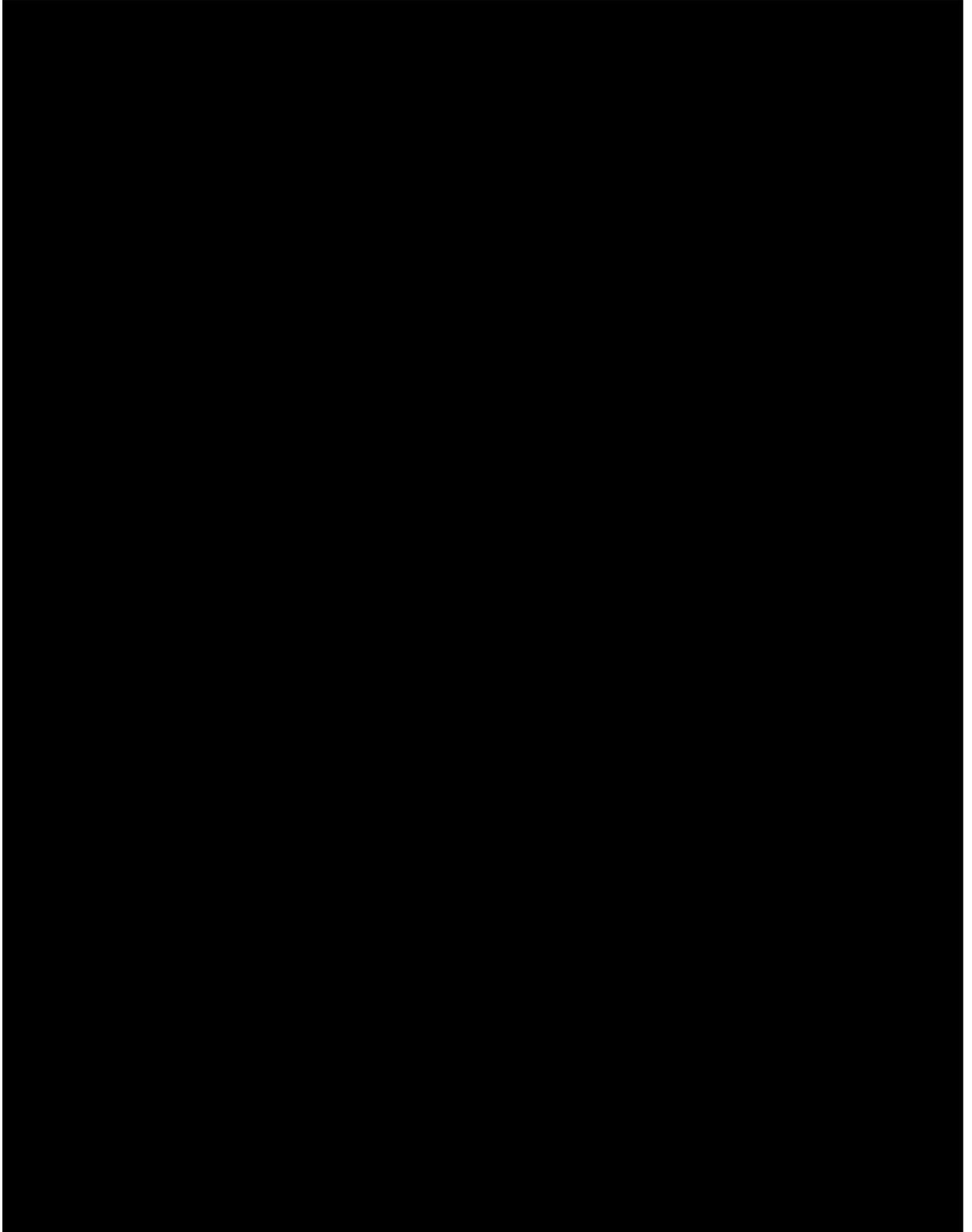


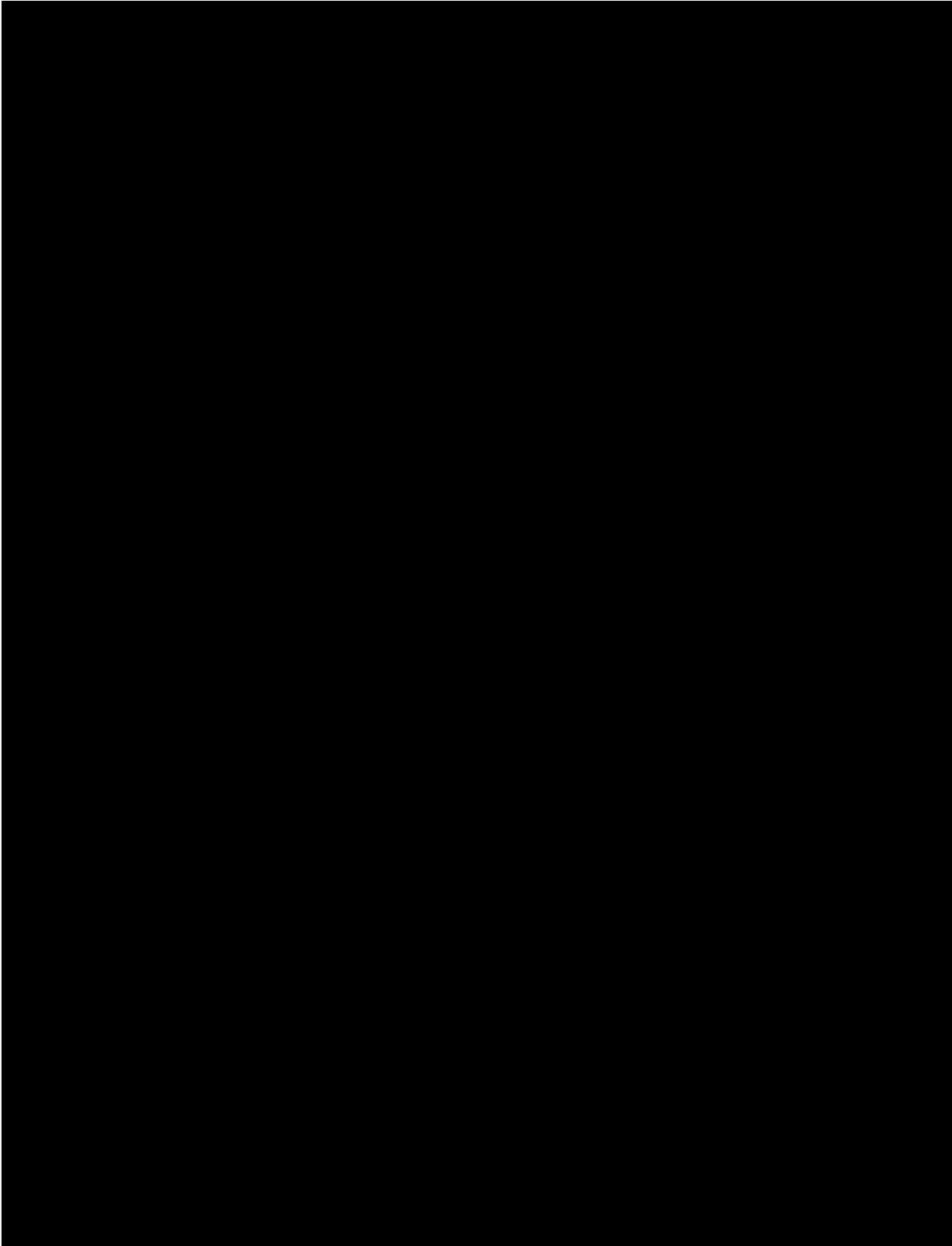


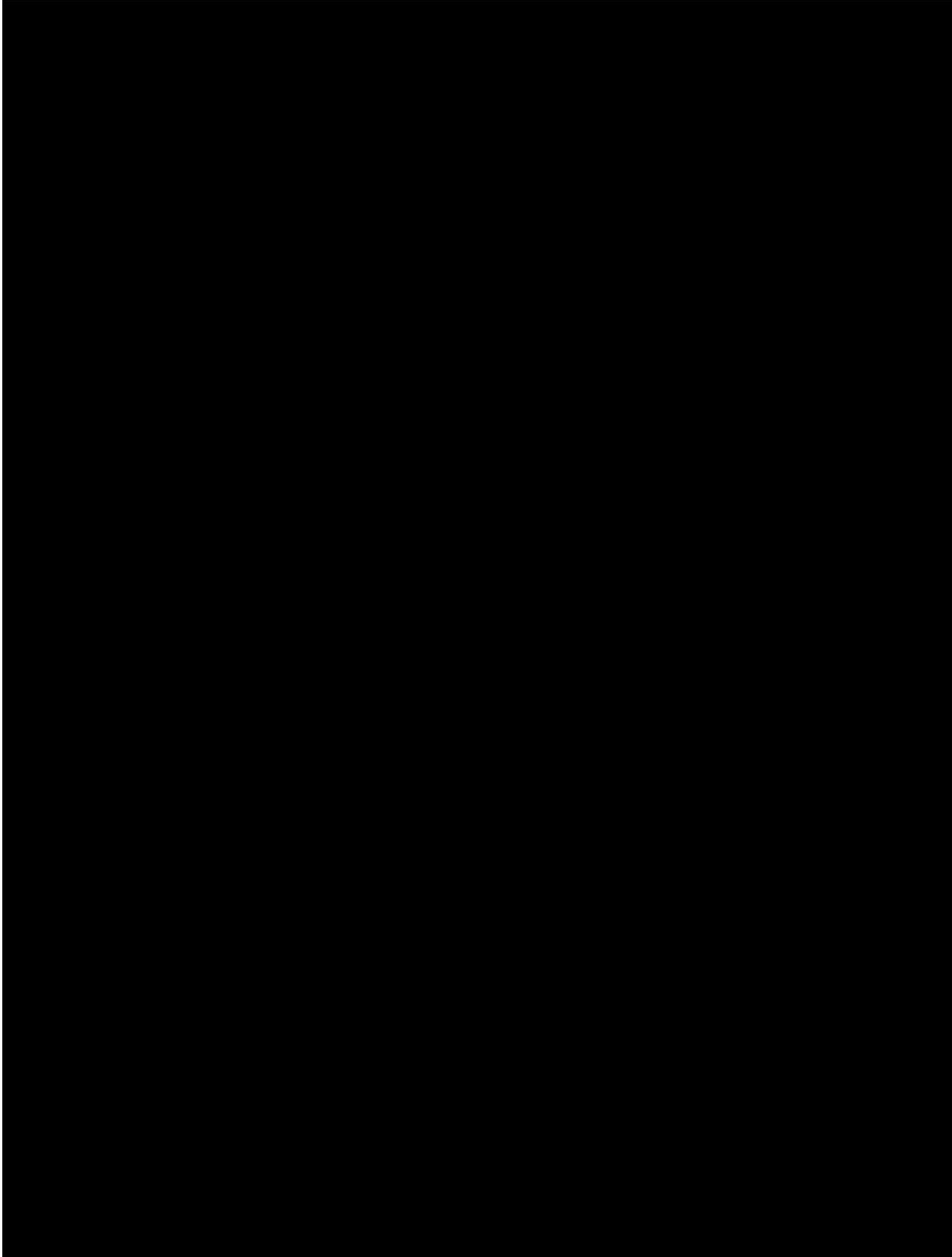


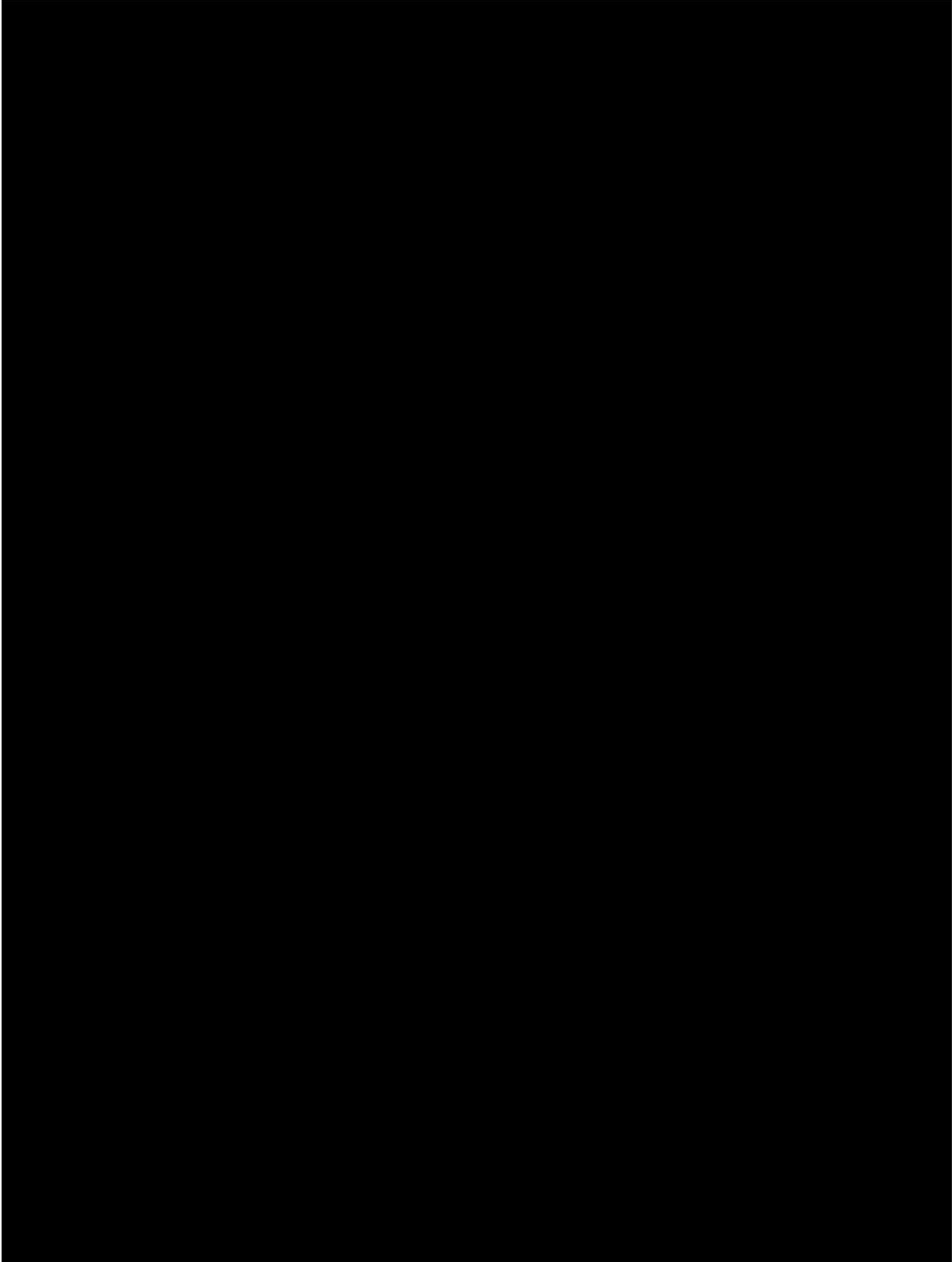


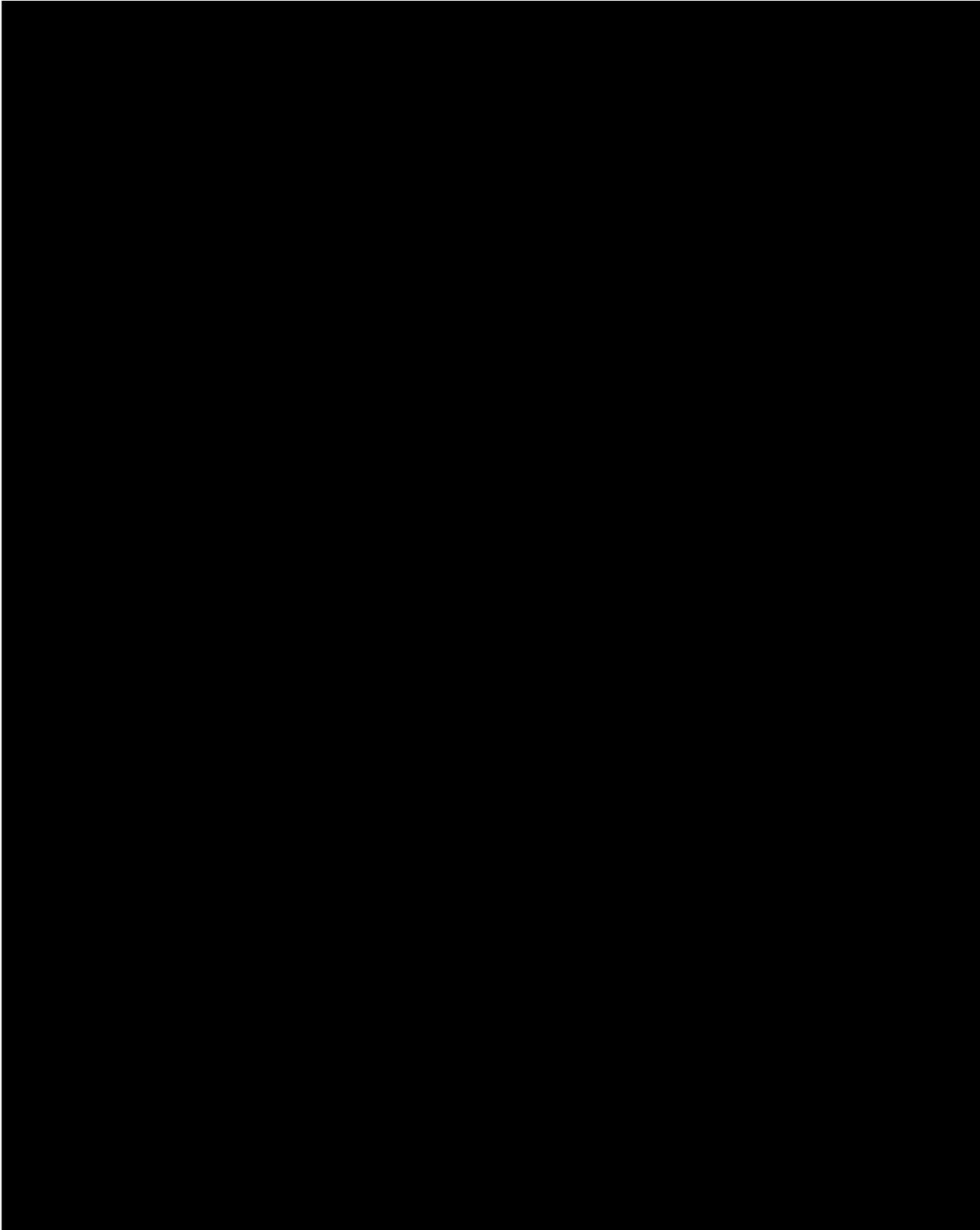


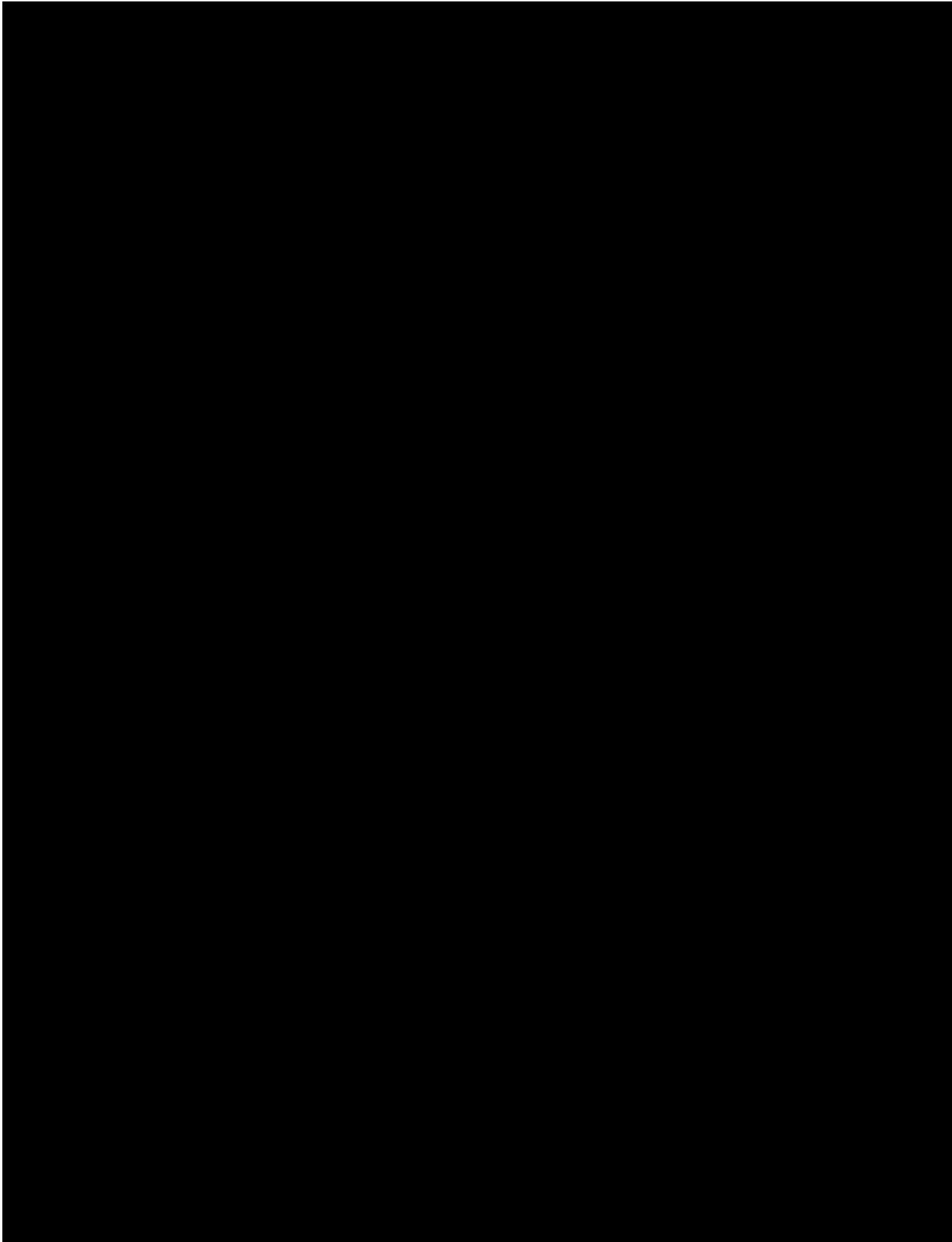


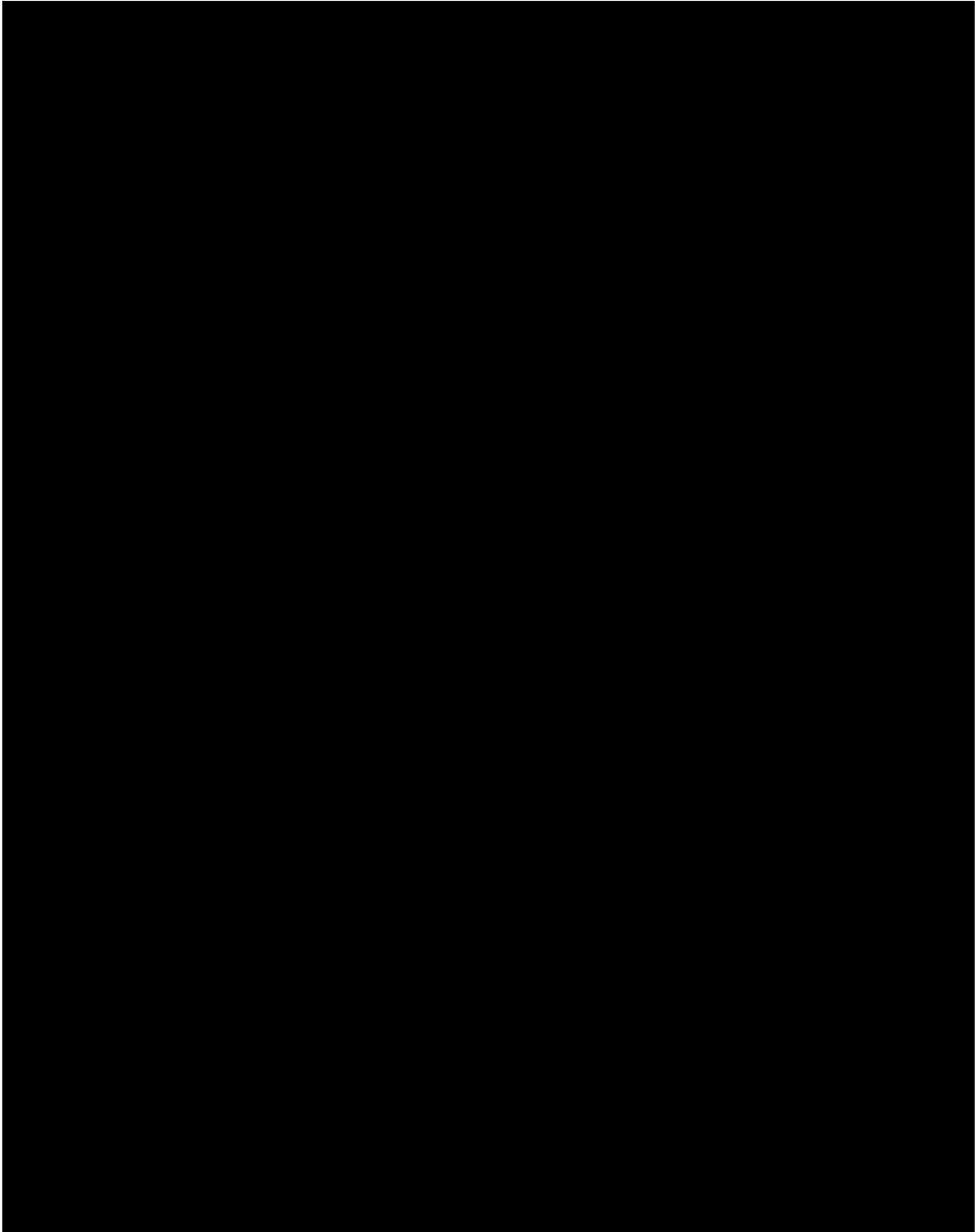


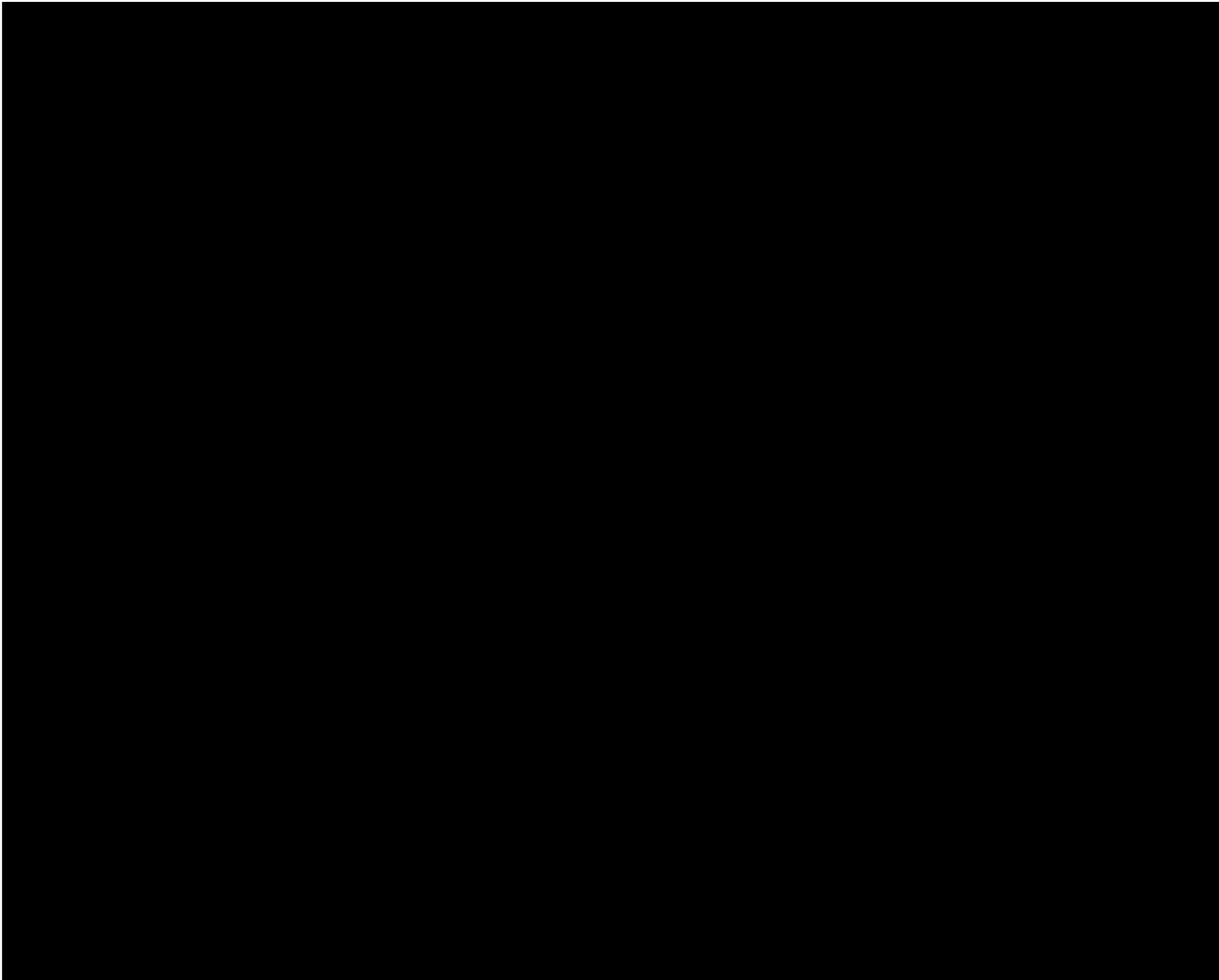






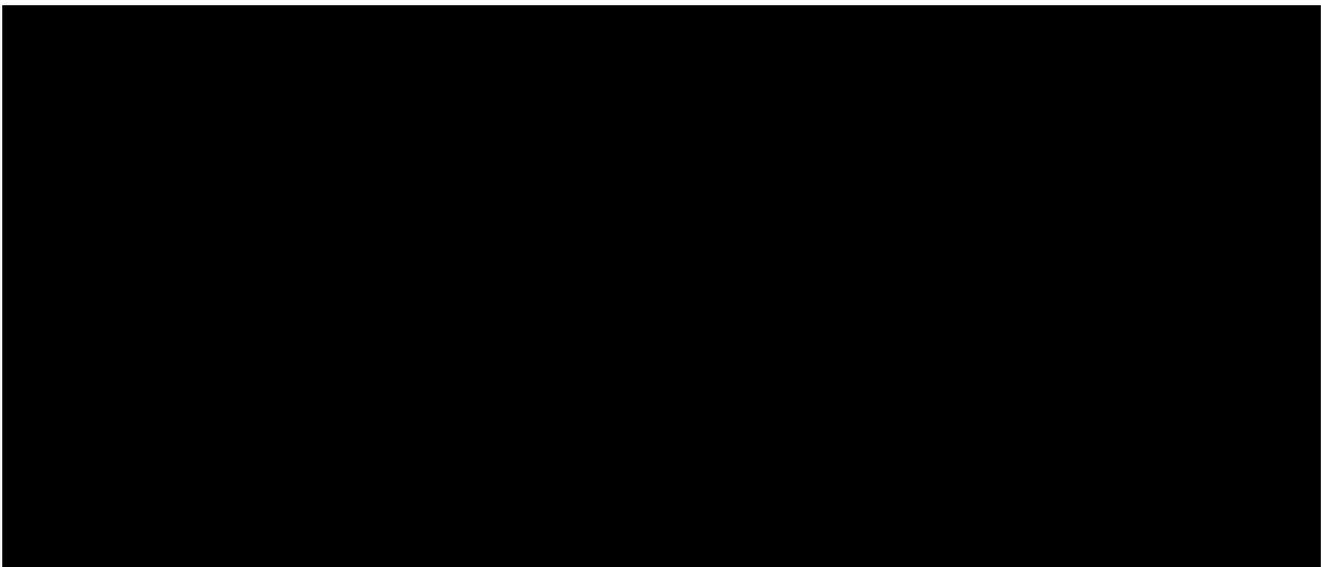


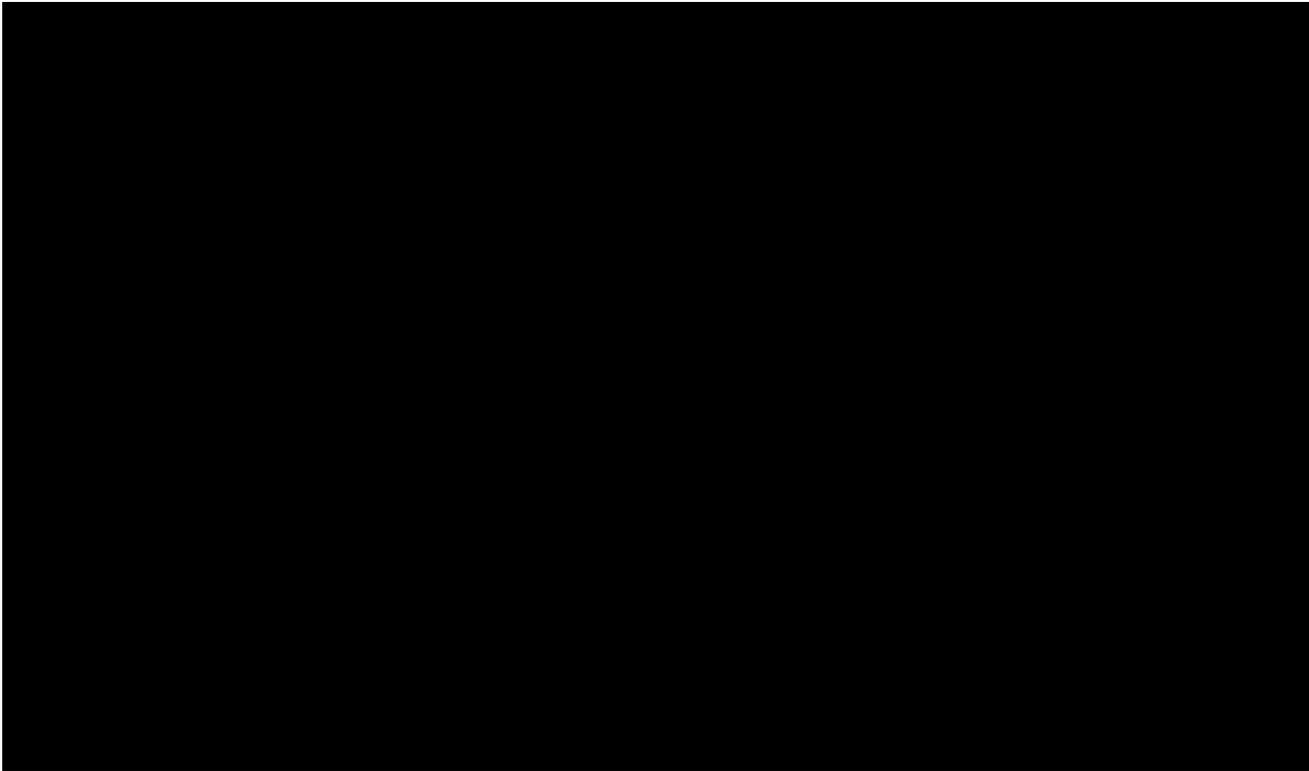




1.2 COST CONTROL STRATEGY

2) Vendor's strategy to control additional change related costs throughout implementation.

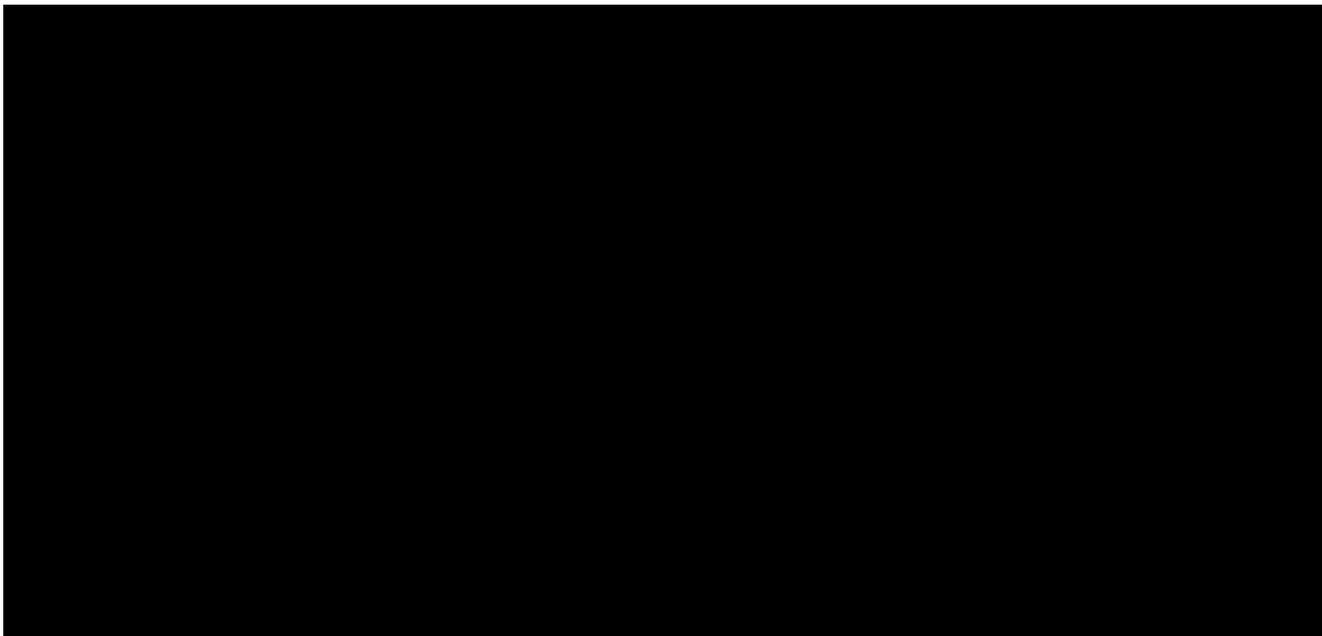




1.3 PROJECT MANAGEMENT SAMPLE DELIVERABLES

3) Samples from a project of similar size, scope and complexity of the following documents:

- Project Schedule
- Project Management Plan
- Status Report
- Risk Tracking Report
- Issue Tracking Report
- Action Items Tracking Report
- Roles and Responsibilities Matrix
- Escalation Process Documentation



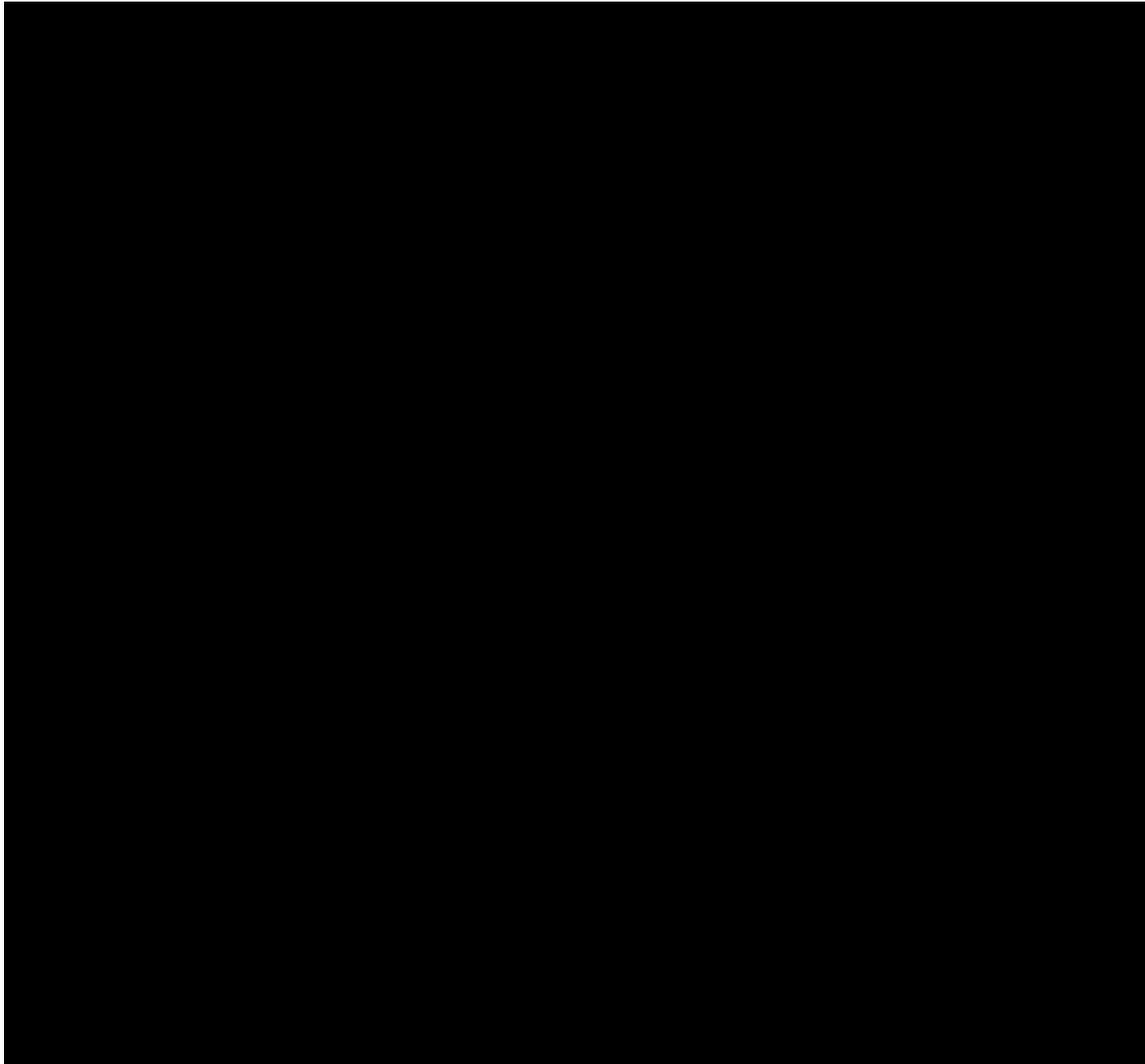
1.4 RESPONSE TO REQUIREMENTS

4) A response to each requirement with details on how the Vendor will deliver the requirement.



1.5 ADDITIONAL TASKS OR AREAS

5) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation.



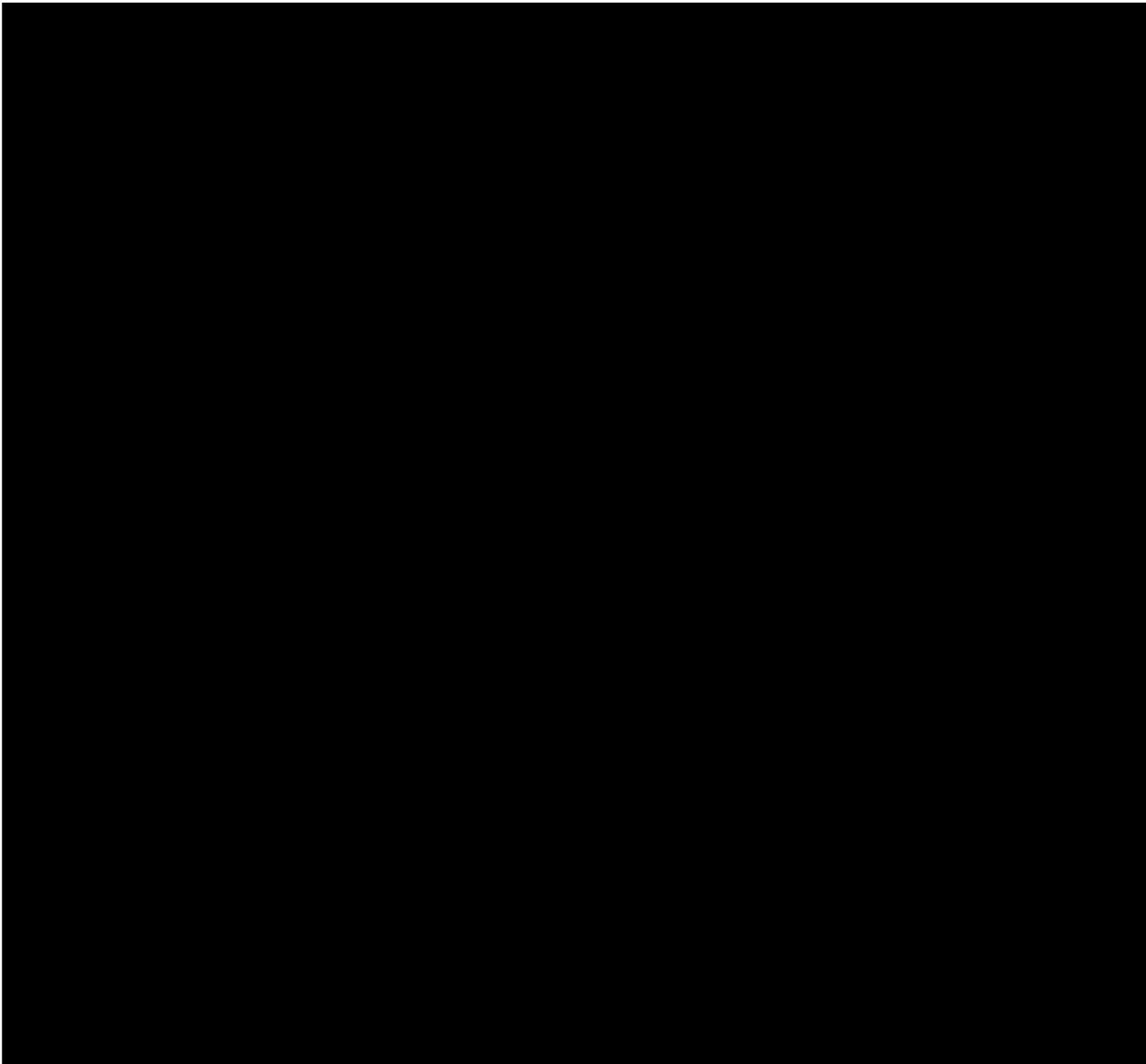
2. ORGANIZATIONAL CHANGE MANAGEMENT (PRPRR-002)

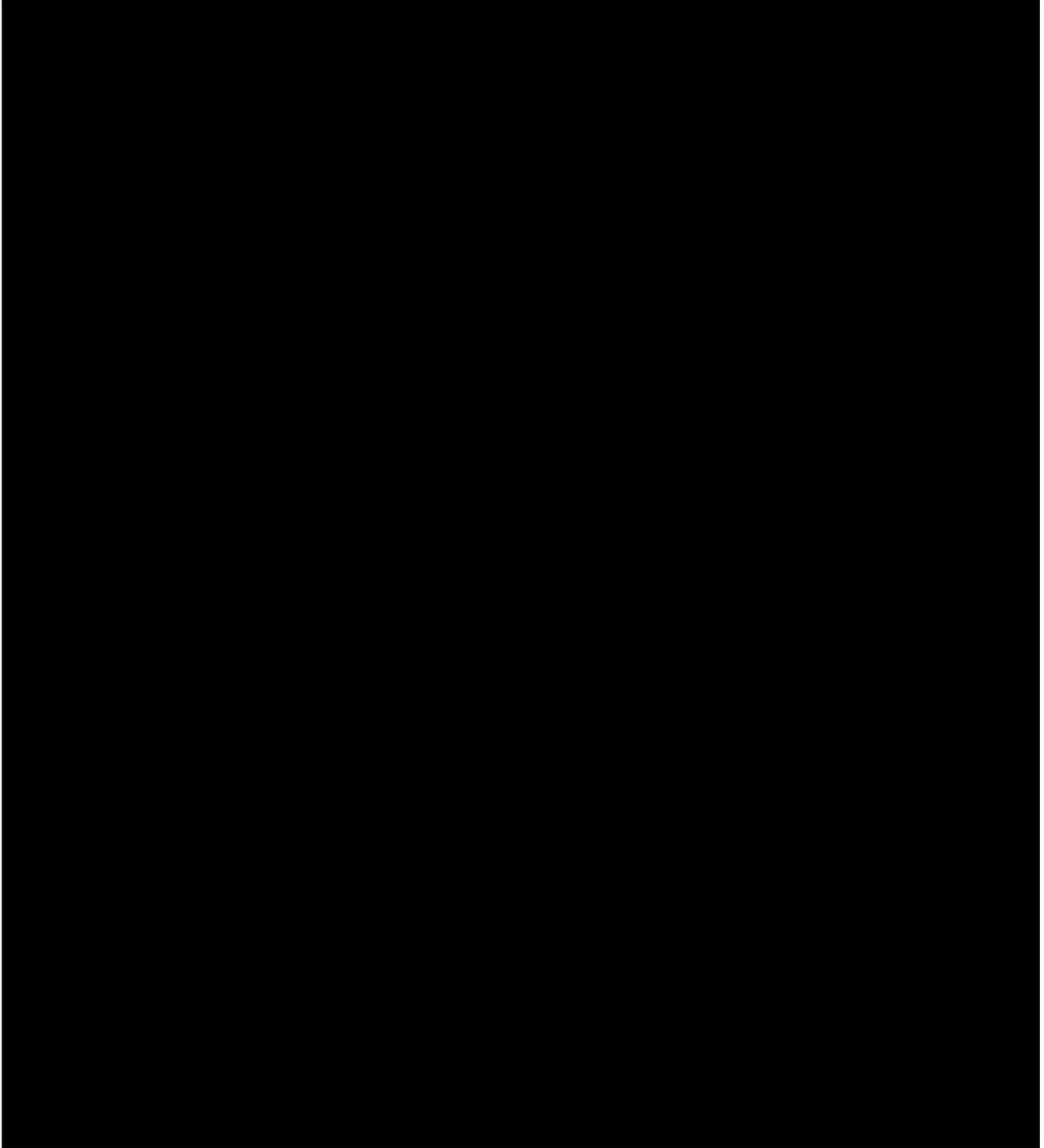
The primary cause of failure for large transformation projects can be traced to a lack of active change management. Change management includes communication and messaging, change assessment, organization or operational redesign, skillset analysis, and organizational go-live support. Is change management delivered through the Vendor organization or do you typically leverage partners or sub-Vendors?

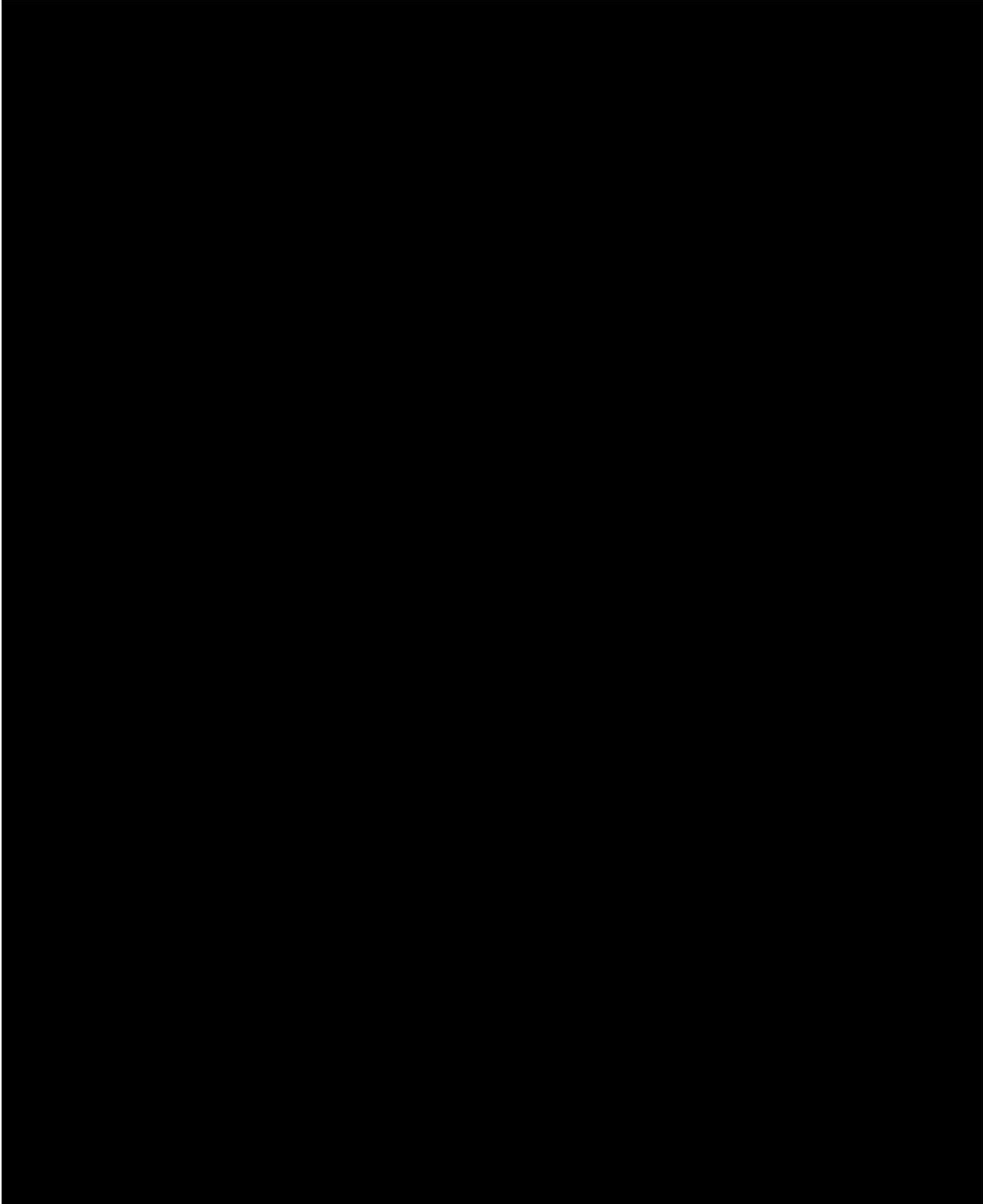
2.1 CHANGE MANAGEMENT APPROACH

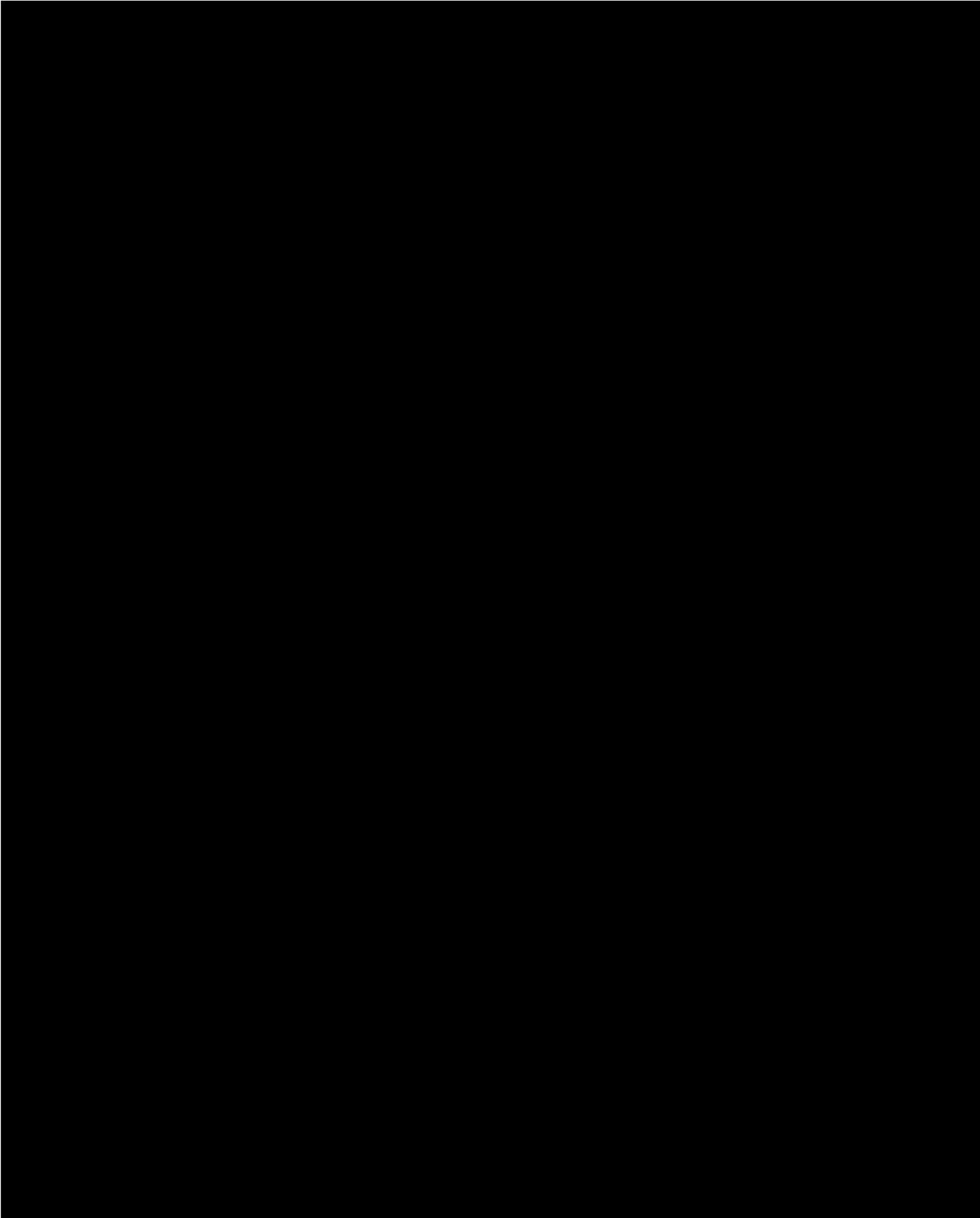
Please provide examples of how you partnered with previous clients for organizational change management activities including, but not limited to:

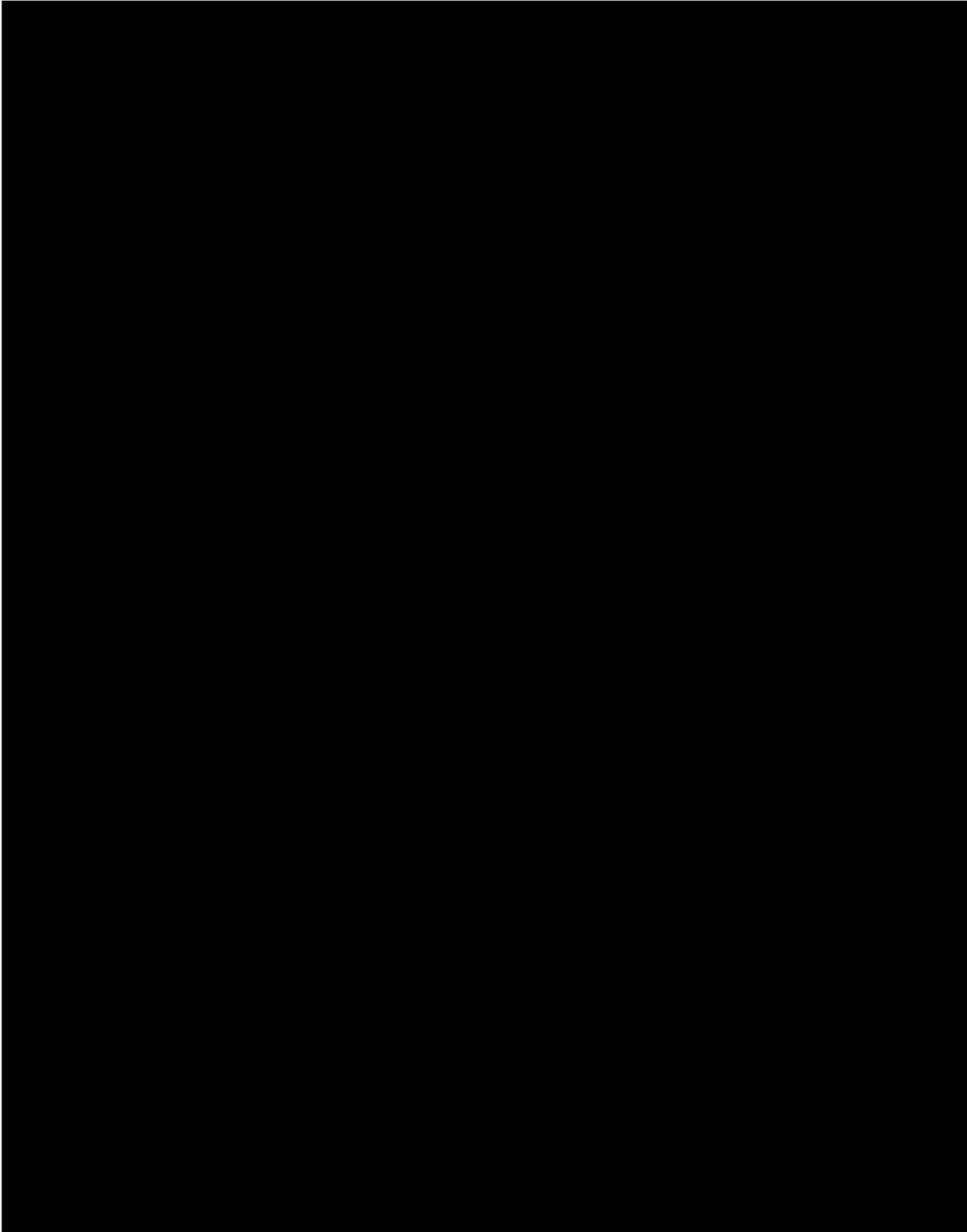
- 1) Overview of your change management approach.

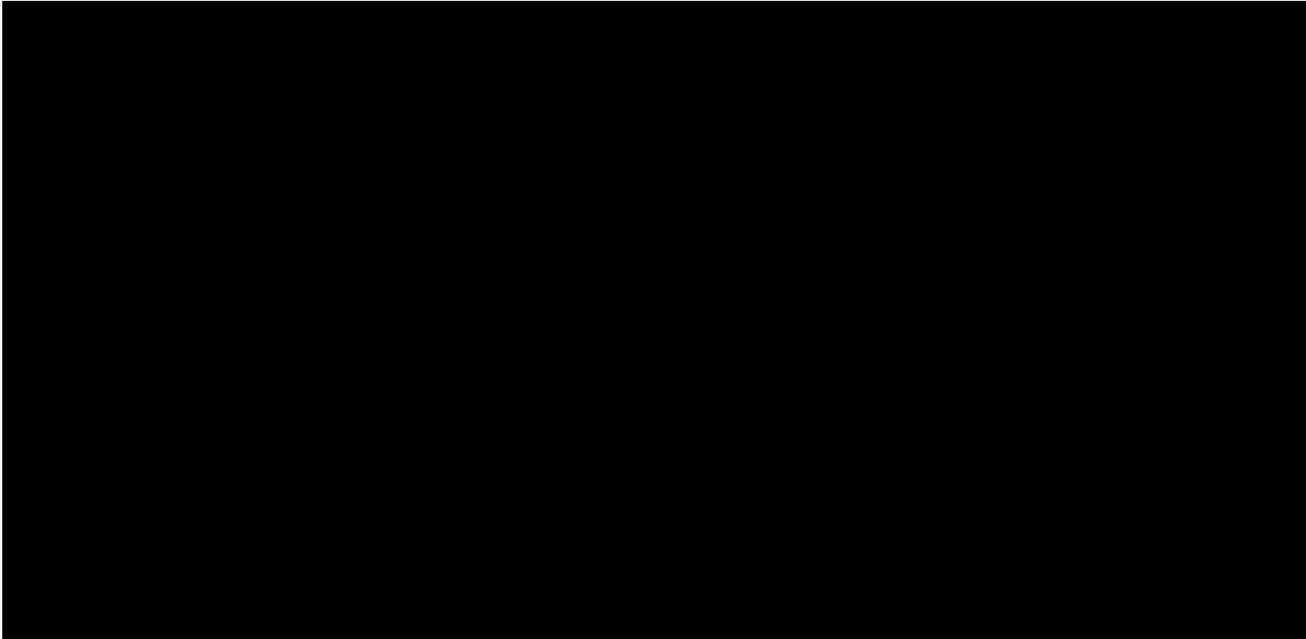






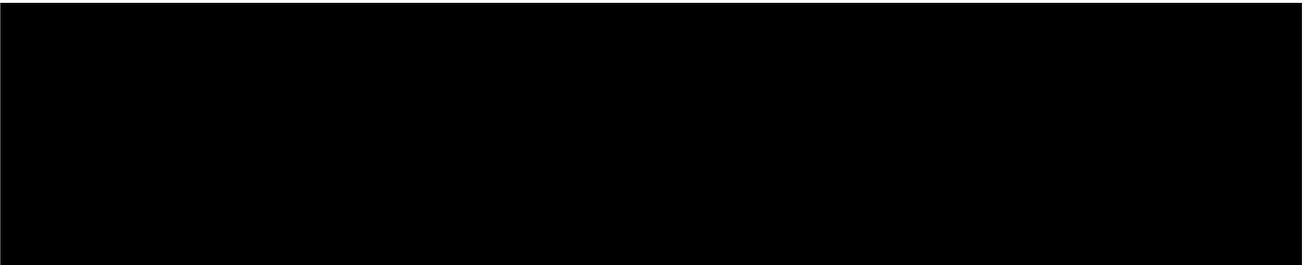






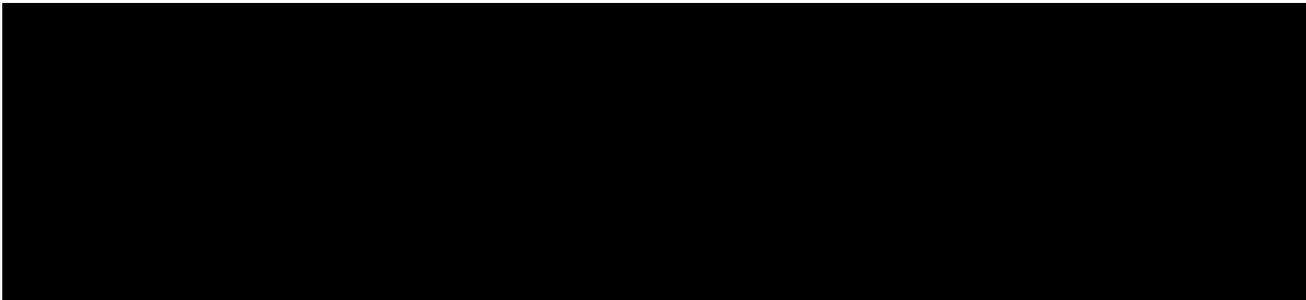
2.2 DRAFT CHANGE MANAGEMENT PLAN

- 2) Draft Change Management Plan for this project that at a minimum contains:
- Behaviors and Change Readiness Approach
 - Stakeholder Engagement Plan including detailed activities and frequency
 - Business process reengineering approach
 - Transition management plan



2.3 DRAFT COMMUNICATION PLAN

- 3) Draft Communication Plan that at a minimum contains:
- Audience analysis
 - Communication method/channel inventory
 - Message and Timing Analysis
 - Communication strategy



2.4 DRAFT STAKEHOLDER ANALYSIS PLAN

4) Draft Stakeholder Analysis Plan that at a minimum contains:

- Categorization of relevant stakeholders by their support for a change (e.g., "Supporters", "Blockers", etc.) And identifies the change's impact on each group
- Capture of data on communication with key stakeholders including frequency, preferred channel, and current challenges

2.5 RESPONSE TO REQUIREMENTS

5) A response to each requirement with details on how the Vendor will deliver the requirement.

2.6 ADDITIONAL TASKS OR AREAS

6) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation.

3. TRAINING (PRPRR-003)

NOTICE: The State is requesting complete training services for this project including the tools, techniques and resources to provide complete training to all appropriate State organizations and individuals. Depending on the quality of training service proposals, training services may be separated from the project scope prior to BAFO requests. Please ensure all aspects of your training services proposal, including tasks, resources and costs, are easily identified and can be removed from your proposal.

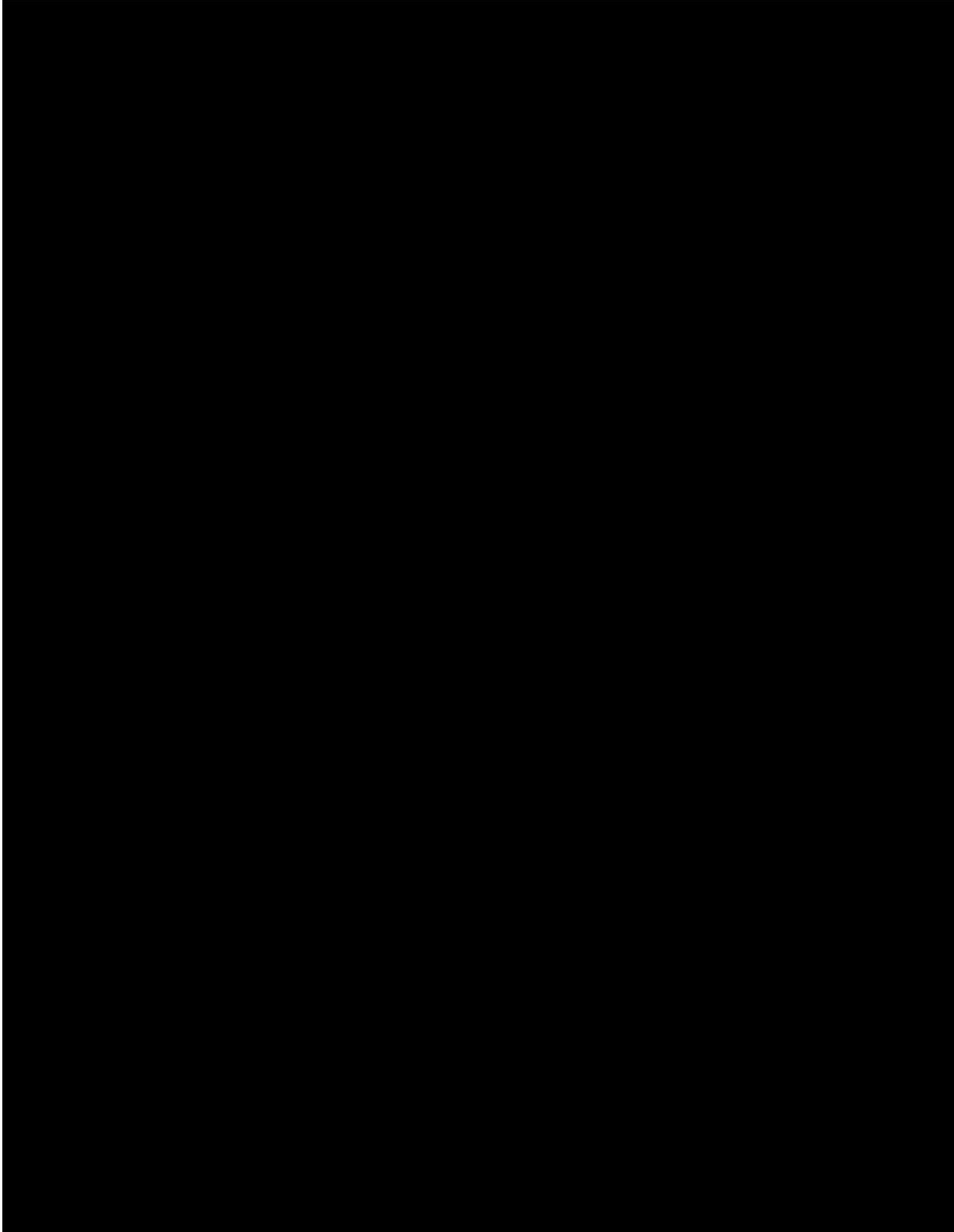
Training refers to the broader needs around preparing the organization to fully leverage the new capabilities of the HCM and Payroll System. This includes performing skills assessment, identifying gaps, and developing targeted training. The actual execution of training may include presentations and demonstrations, hands on simulations, virtual training, and/or instructor led training (either Vendor delivered or "train the trainer").

Please describe your approach to confirming that the State of Indiana (SOI) organization is properly trained to leverage the capabilities of the HCM and Payroll HCM and Payroll System including specific tools or techniques.

3.1 TRAINING APPROACH

Please provide the following documents with your proposal:

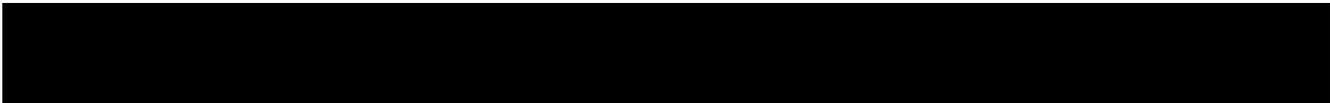
- 1) Overview of vendor's training approach for internal SOI end-users, any external users of the HCM and payroll system, and SOI technical staff.





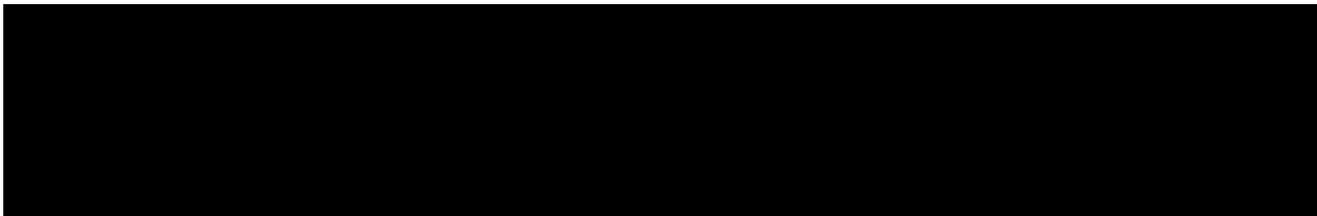
3.2 SAMPLE TRAINING PLAN

- 2) A sample training plan covering end-user (internal and external) training requirements including the following:
- Training methods for both internal SOI end-users as well as external stakeholders
 - Sample curriculum and length of trainings
 - Scope of training
 - Training delivery (i.e. Trainer identification, logistics, training administration, and schedules)
 - Training materials
 - Assessment methodology and plan for re-training of SOI identified users who do not show the proficiency to perform their job in the new HCM and payroll system solution



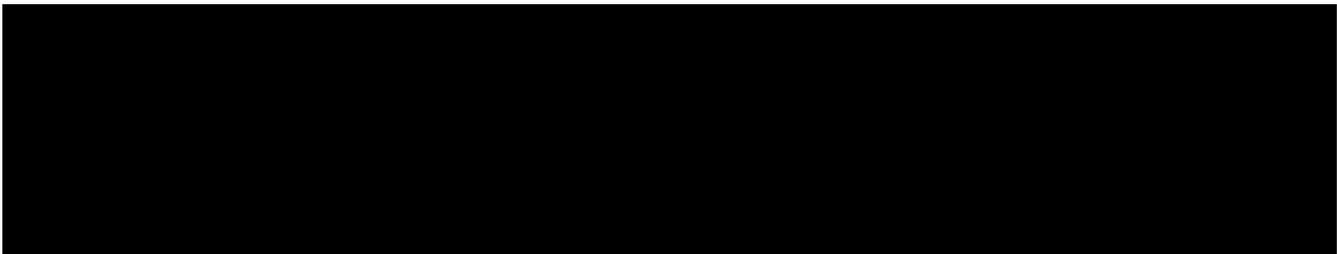
3.3 SAMPLE TECHNICAL TRAINING PLAN

- 3) Provide a sample of the vendor's technical training plan that at a minimum contains:
- Training methods
 - List of required skills and proficiency level by technical position
 - Sample technical staff skills assessment
 - Proposed training courses by role



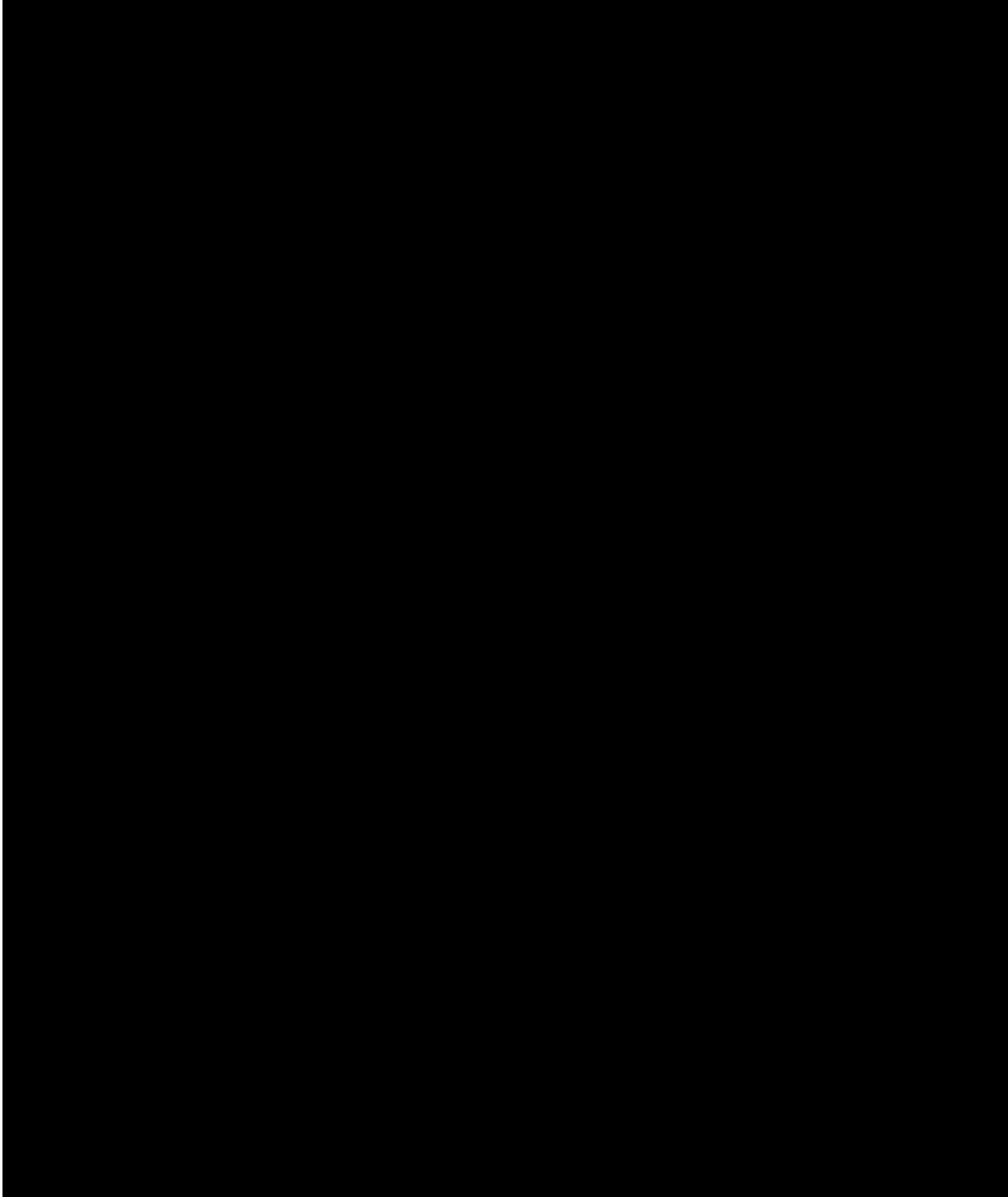
3.4 SAMPLE TRAINING MATERIALS

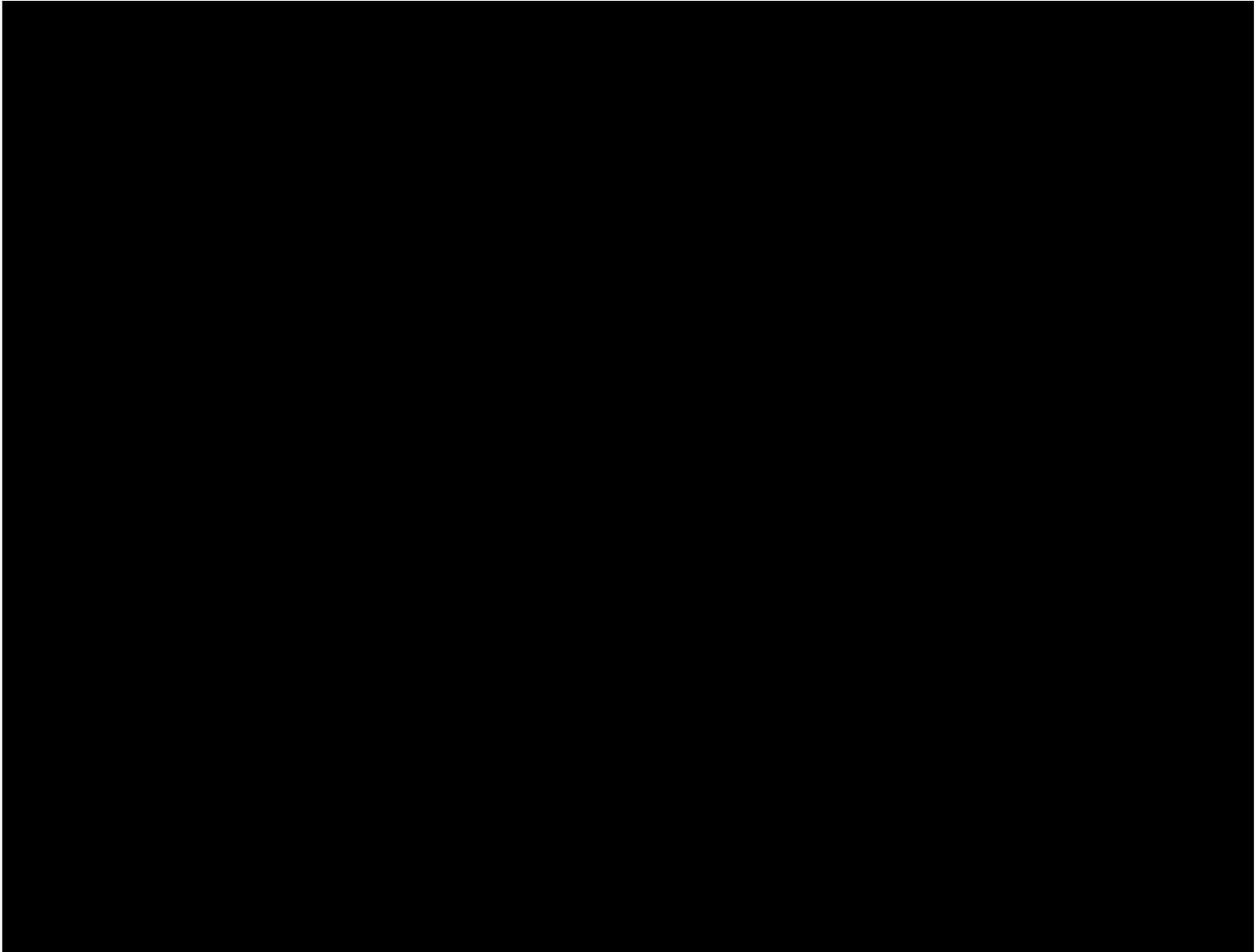
- 4) Sample training materials to be used for end-user training including training manuals, job aids, and quick reference guides



3.5 KNOWLEDGE TRANSFER METHODOLOGY

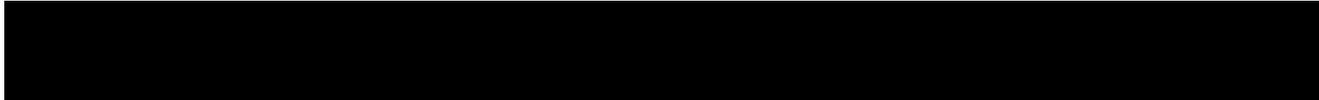
5) Describe the standard methodology for knowledge transfer including objective measures to determine whether there has been sufficient knowledge transfer.





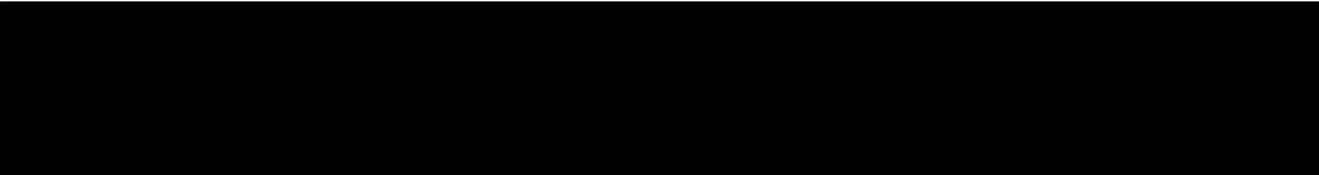
3.6 SAMPLE KNOWLEDGE TRANSFER PLAN

- 6) Provide a sample of the vendor's knowledge transfer plan that at a minimum contains:
- Plan by role that shows what skills and knowledge will be transferred
 - Groups that need knowledge transfer and goals for each group
 - Strategy for knowledge check-ins to confirm progress of knowledge transfer is on track
 - Objective measures to determine whether there has been sufficient knowledge transfer



3.7 RESPONSE TO REQUIREMENTS

- 7) A response to each requirement with details on how the vendor will deliver the requirement.



3.8 ADDITIONAL TASKS OR AREAS

8) Any additional tasks or areas not covered as part of this RFP that the vendor will deliver in order to increase the likelihood of a successful implementation.

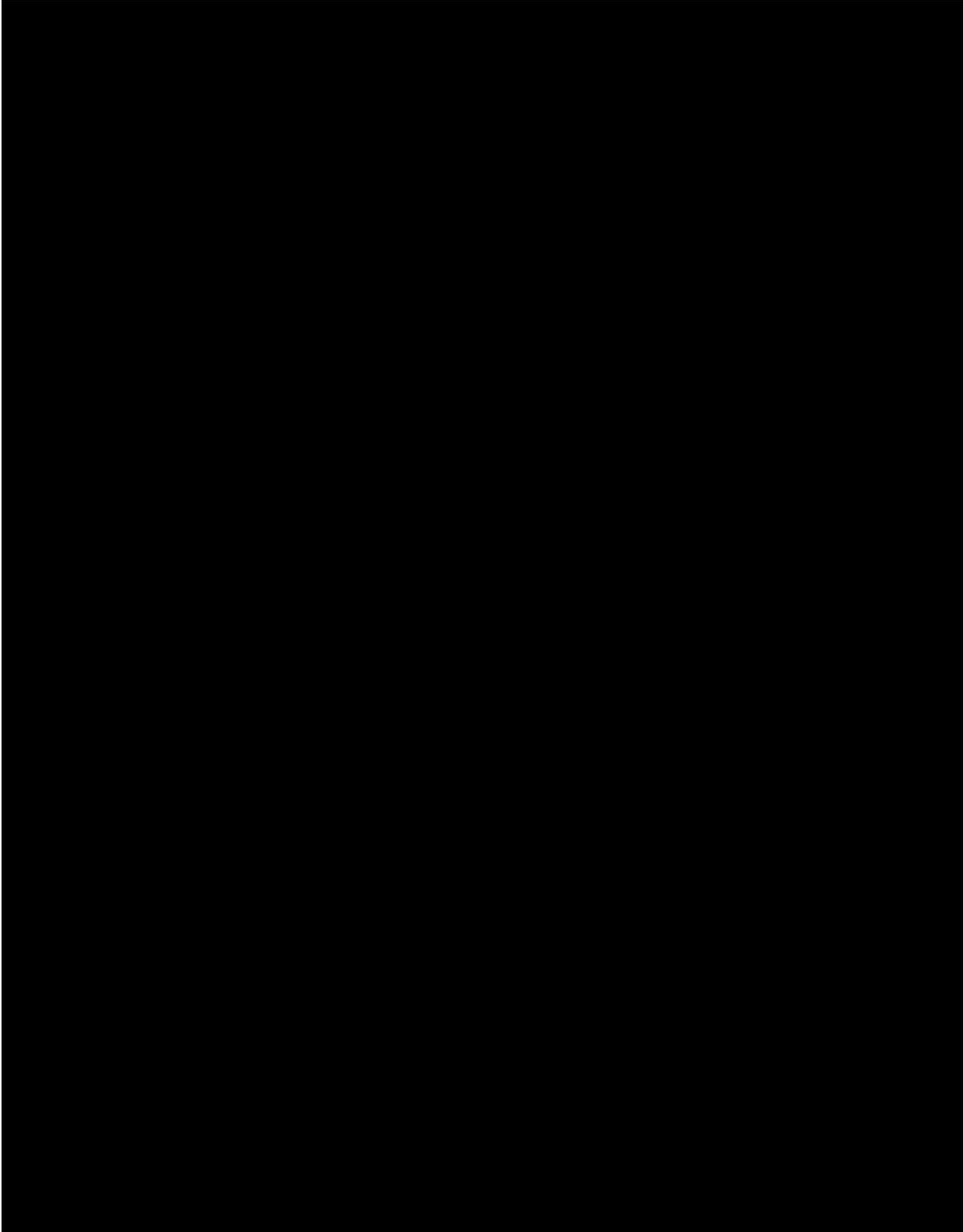
4. TESTING (PRPRR-004)

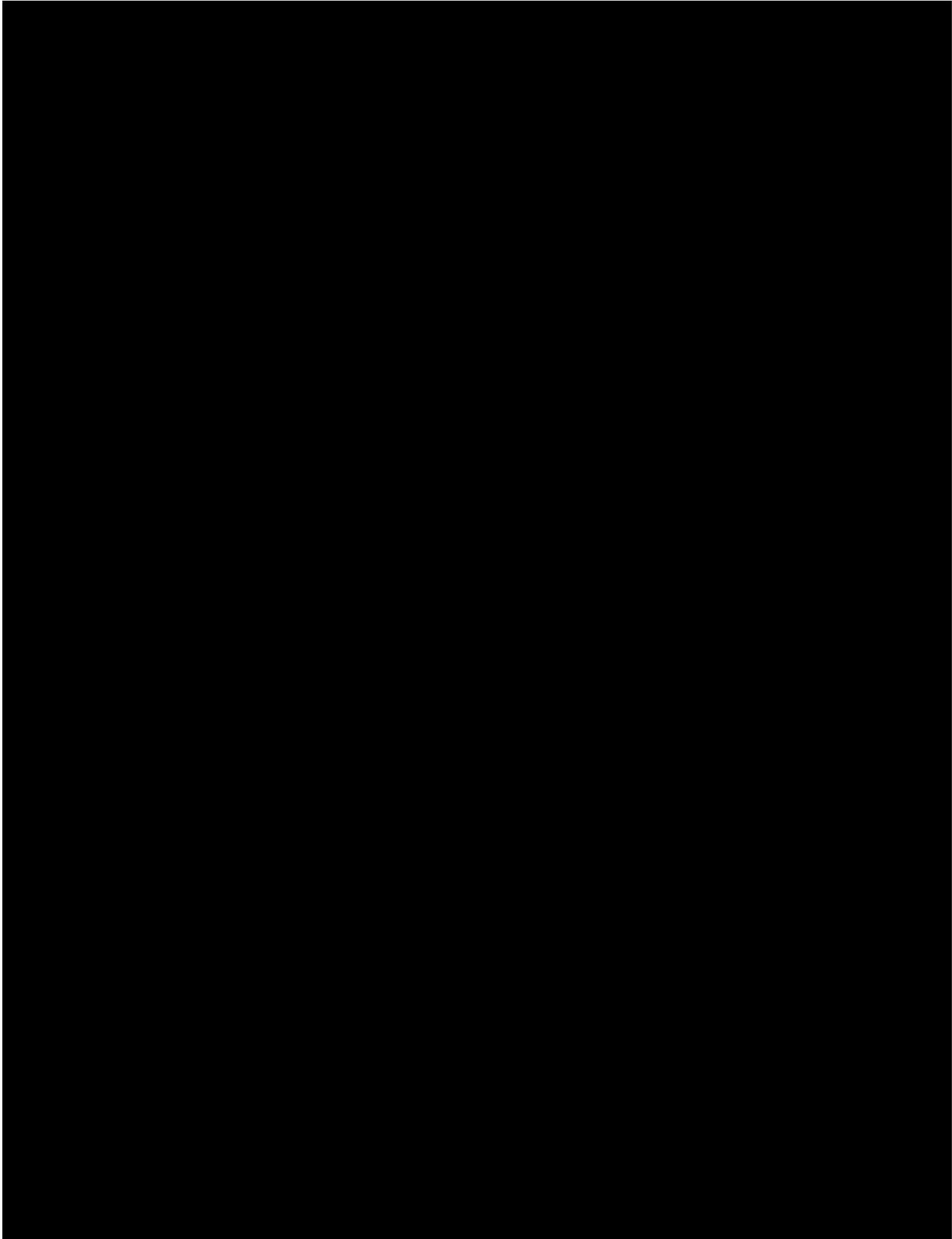
The State of Indiana will need to confirm that the solution is functioning as designed ahead of a production release. The expectation is that the Vendor will perform multiple rounds of testing and confirmation throughout the project. This includes unit testing, system testing, integration testing, conversion testing, regression testing and user acceptance testing. The concept of testing would extend to training and dry runs of conversion and go-live activities.

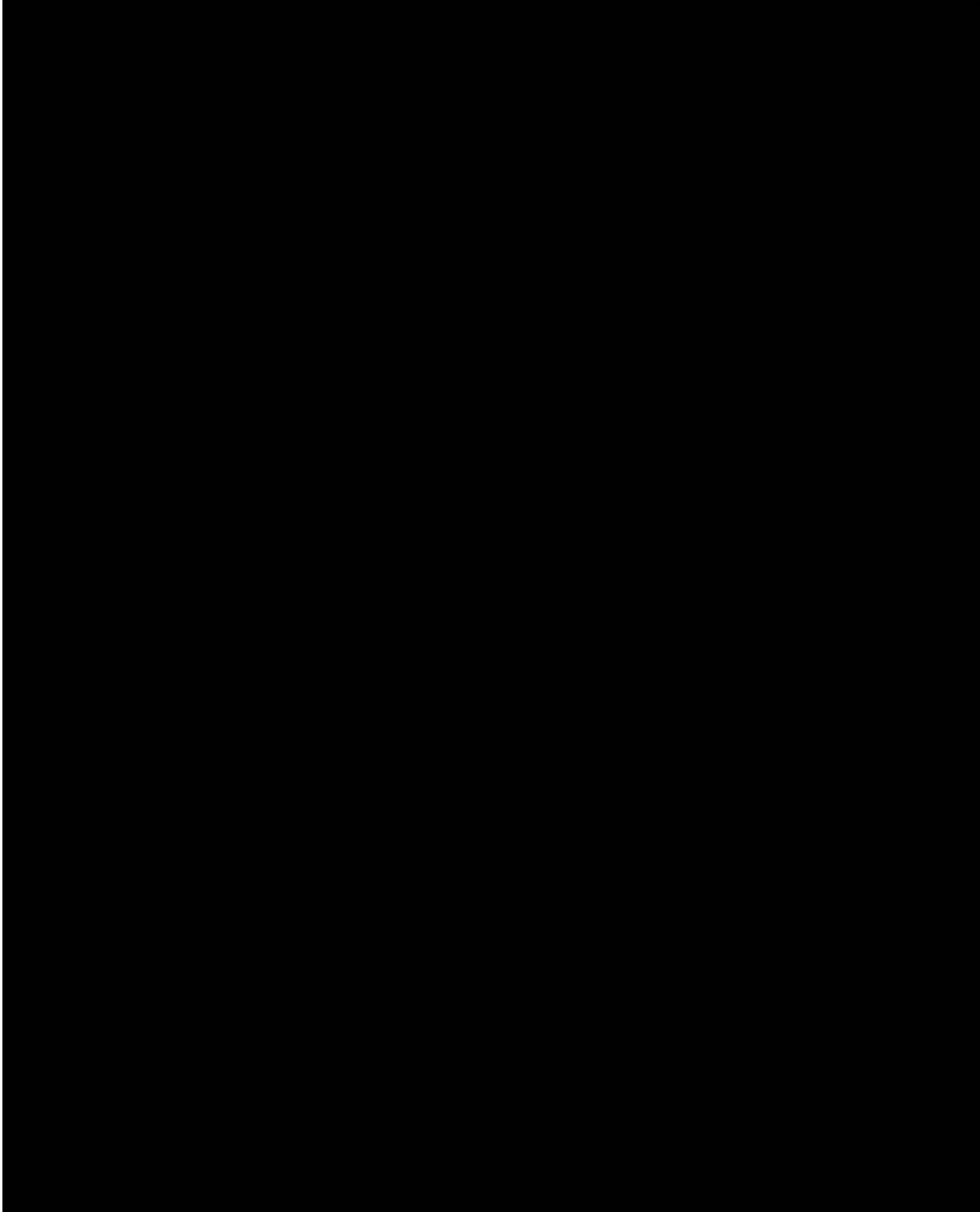
4.1 TESTING APPROACH

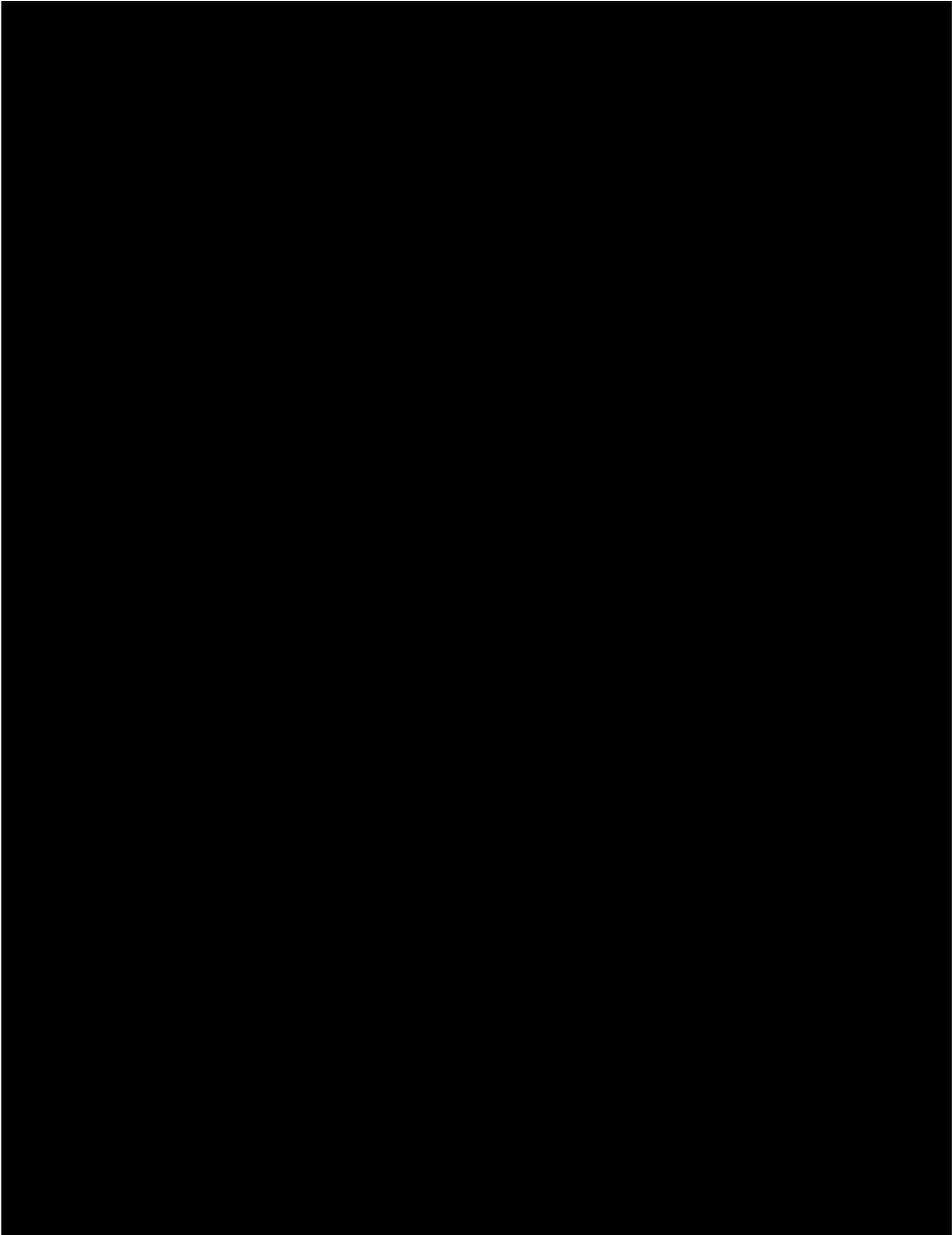
Please provide the following documents with your proposal:

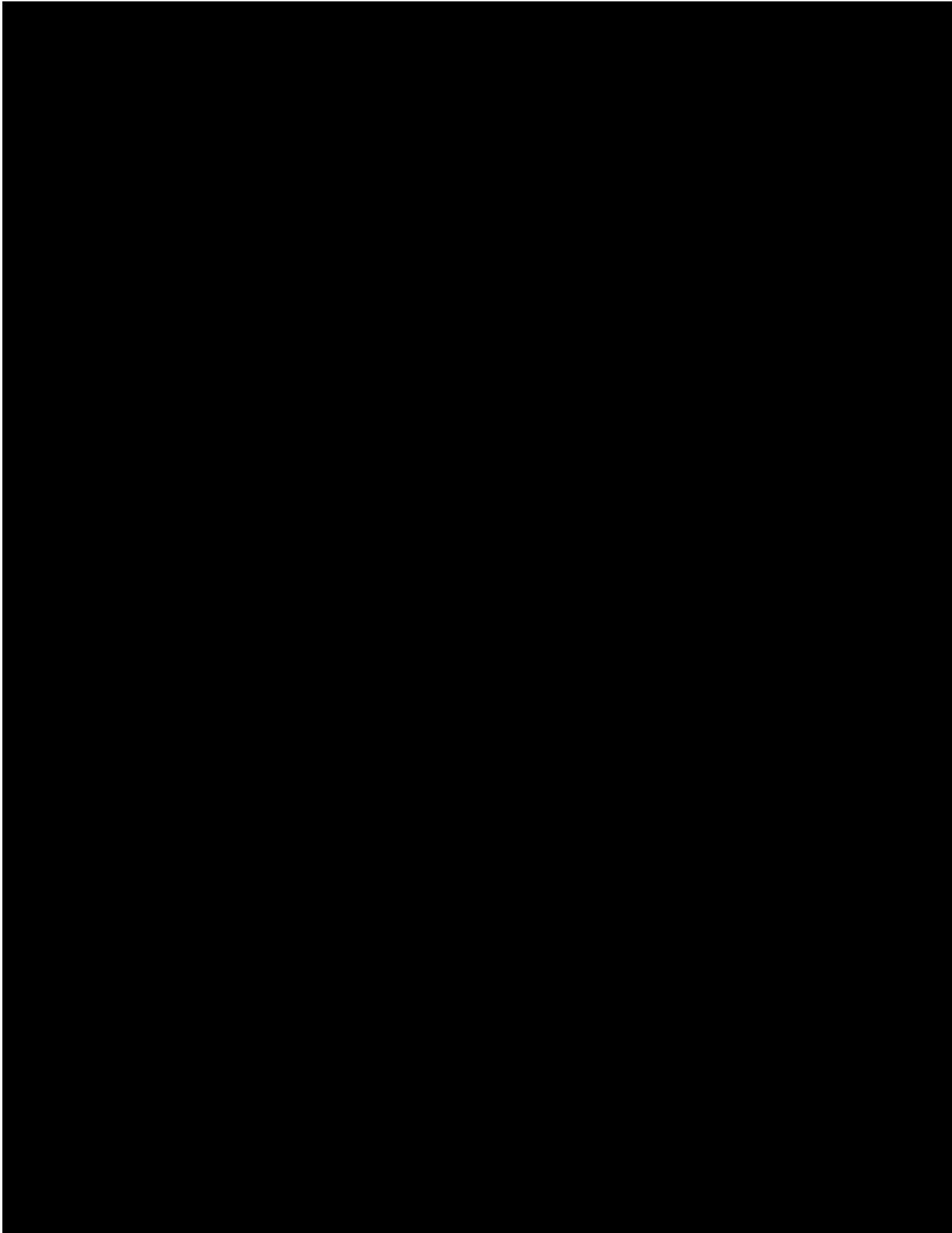
- 1) Overview of vendor's testing approach including any tools or techniques leveraged.

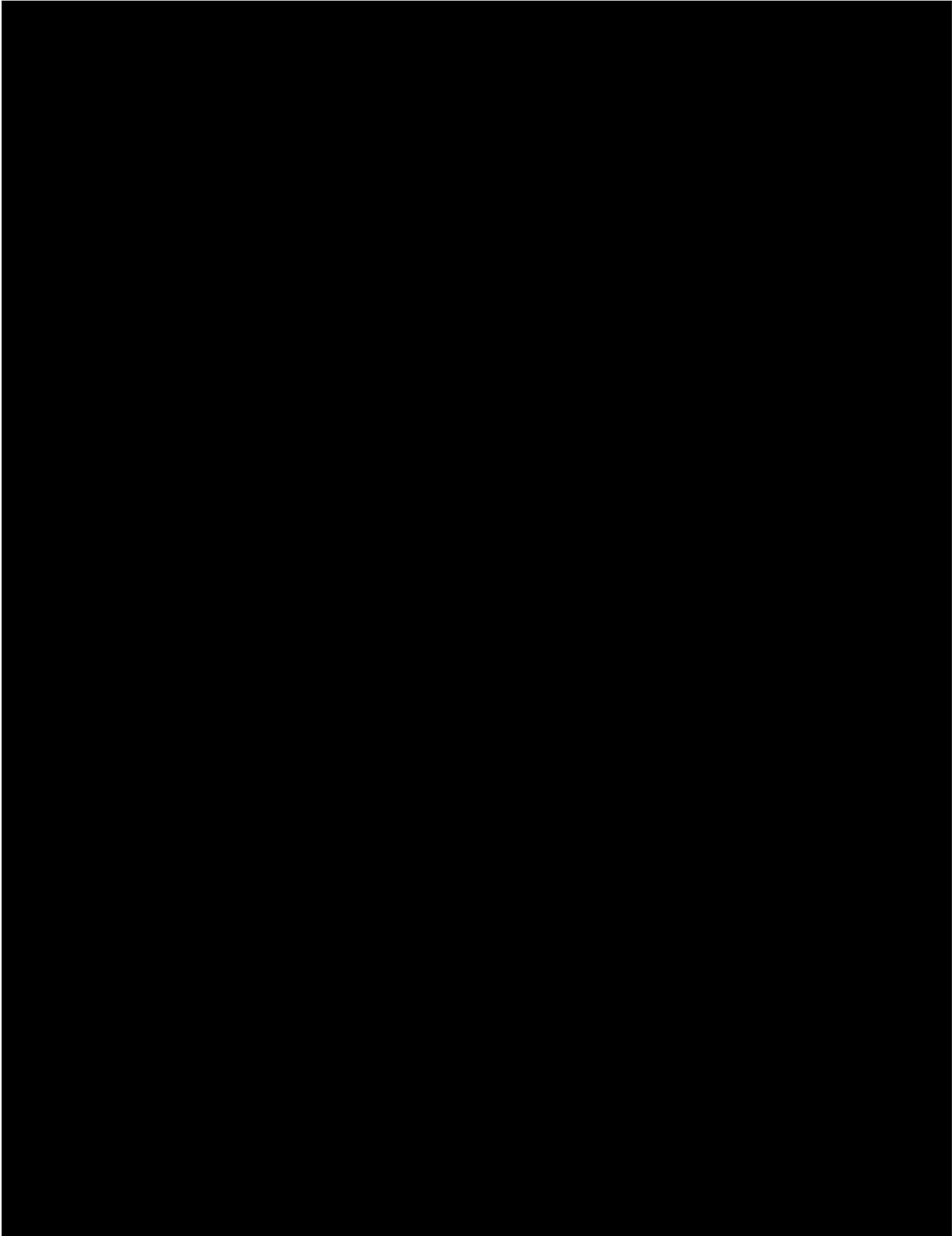


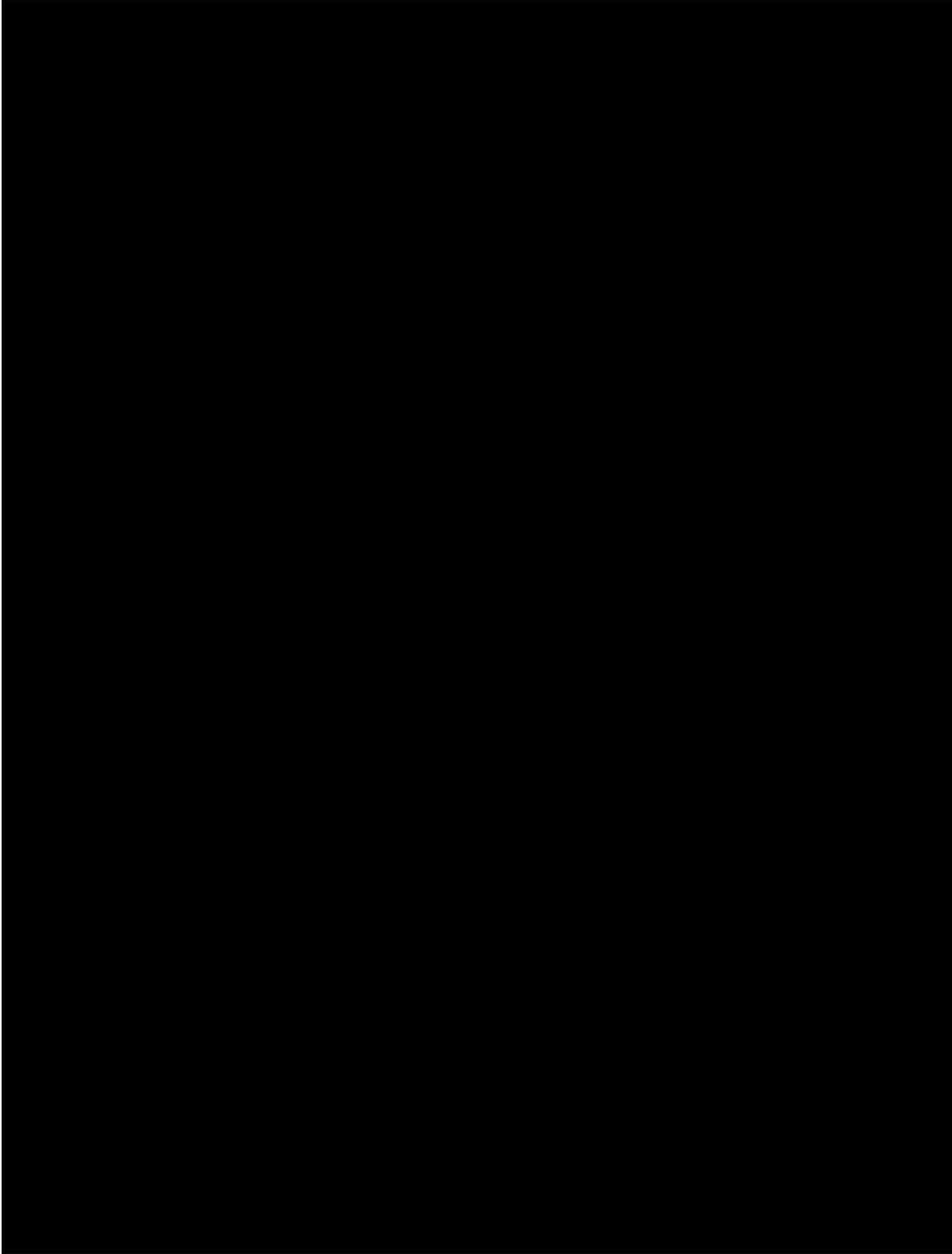


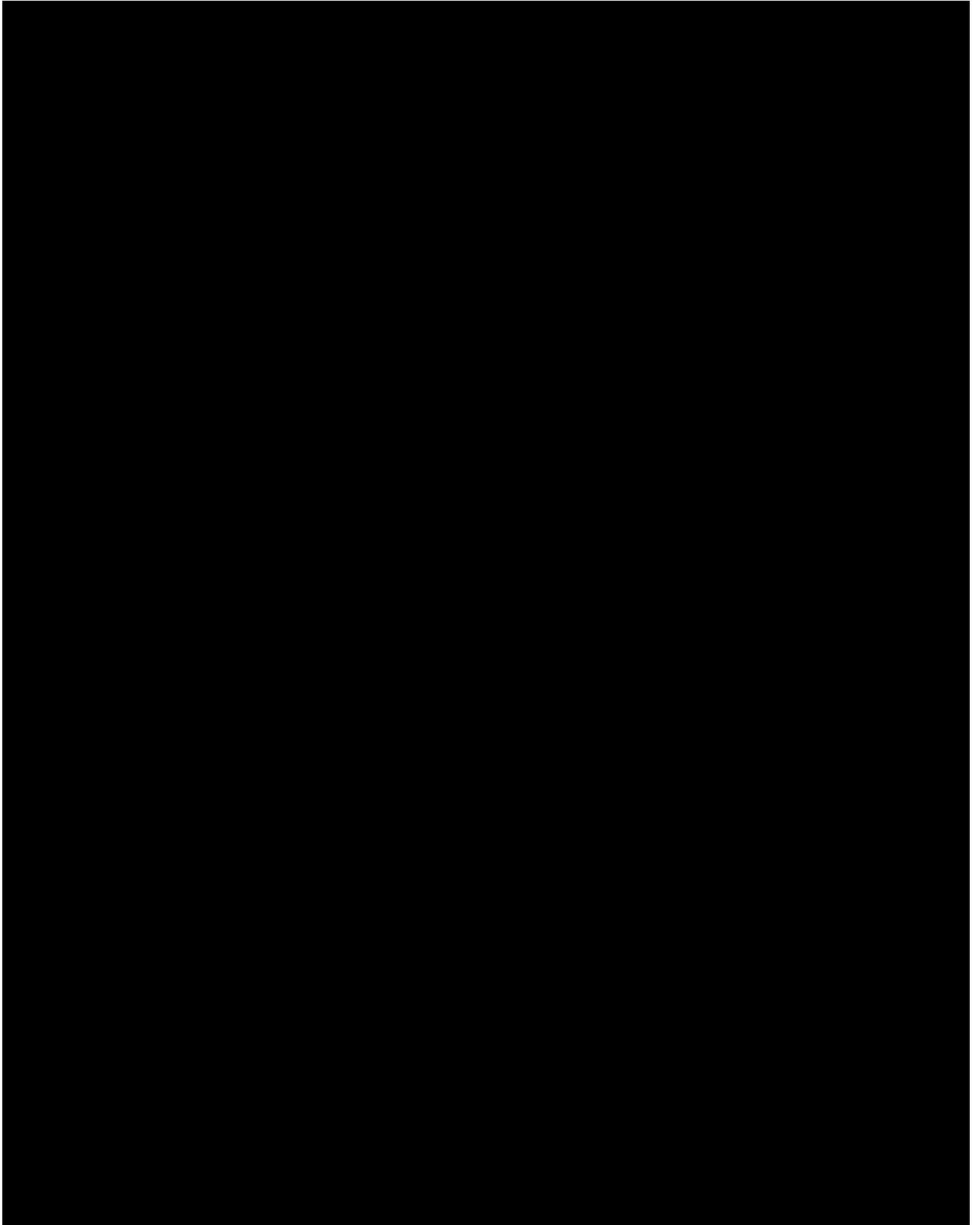


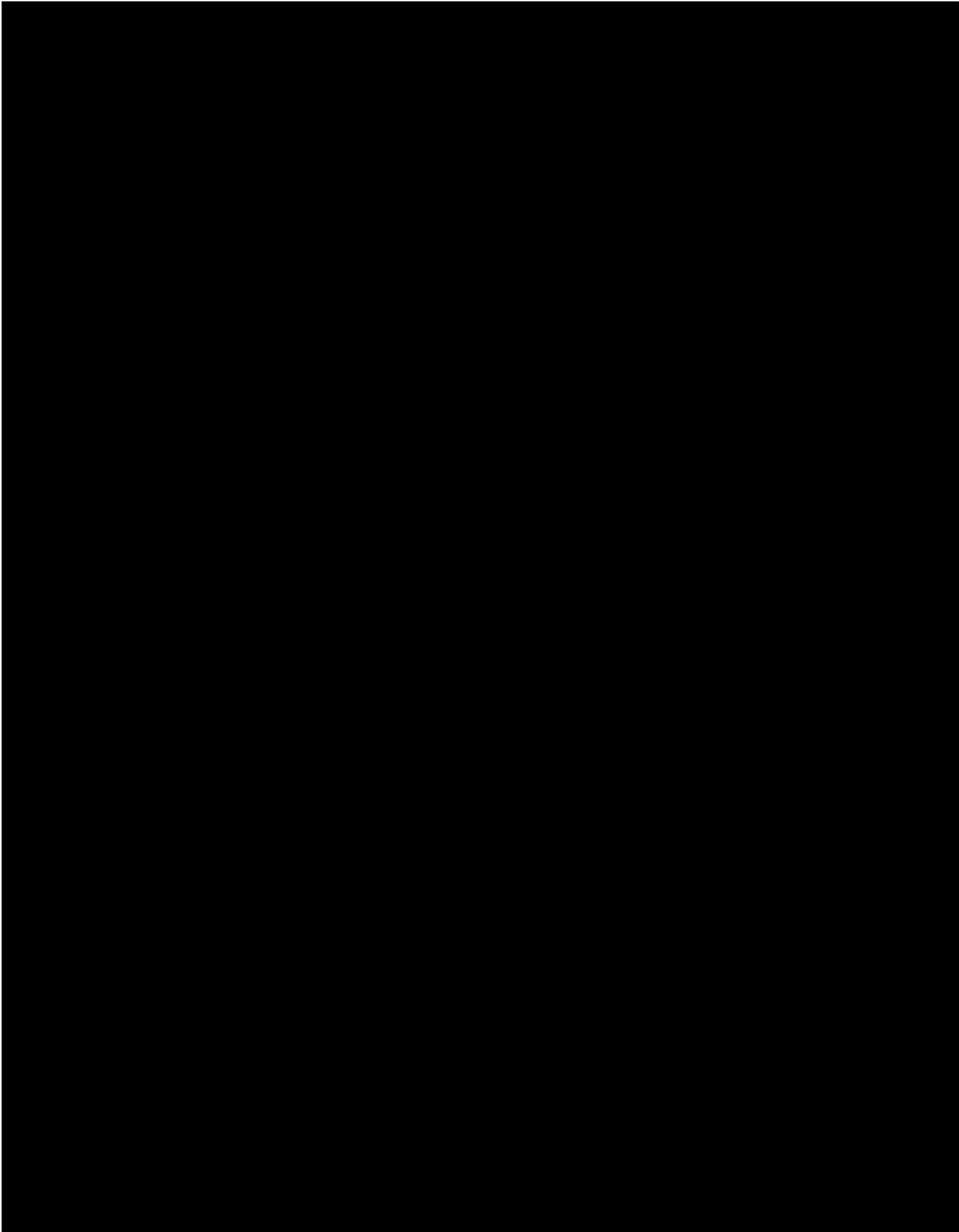


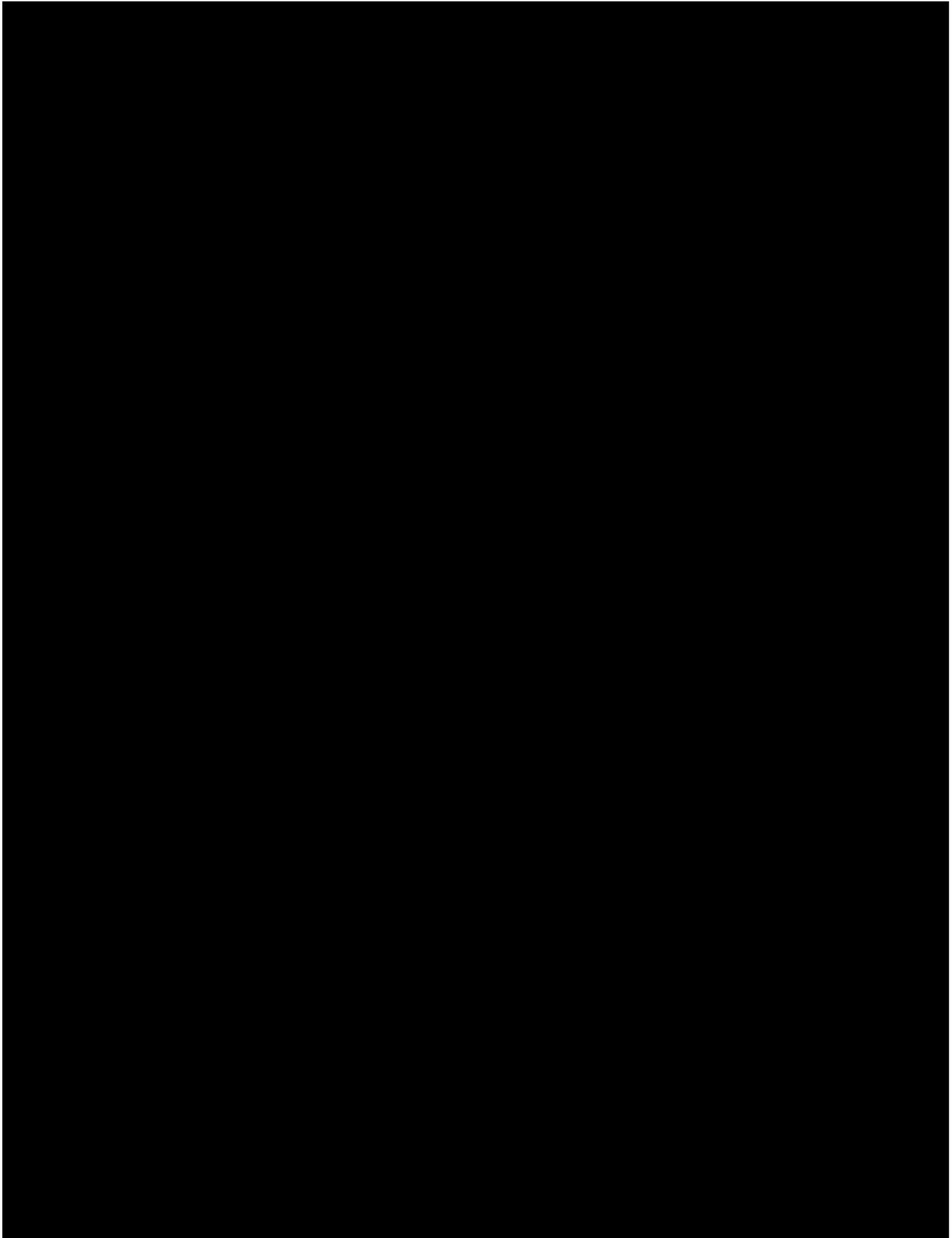


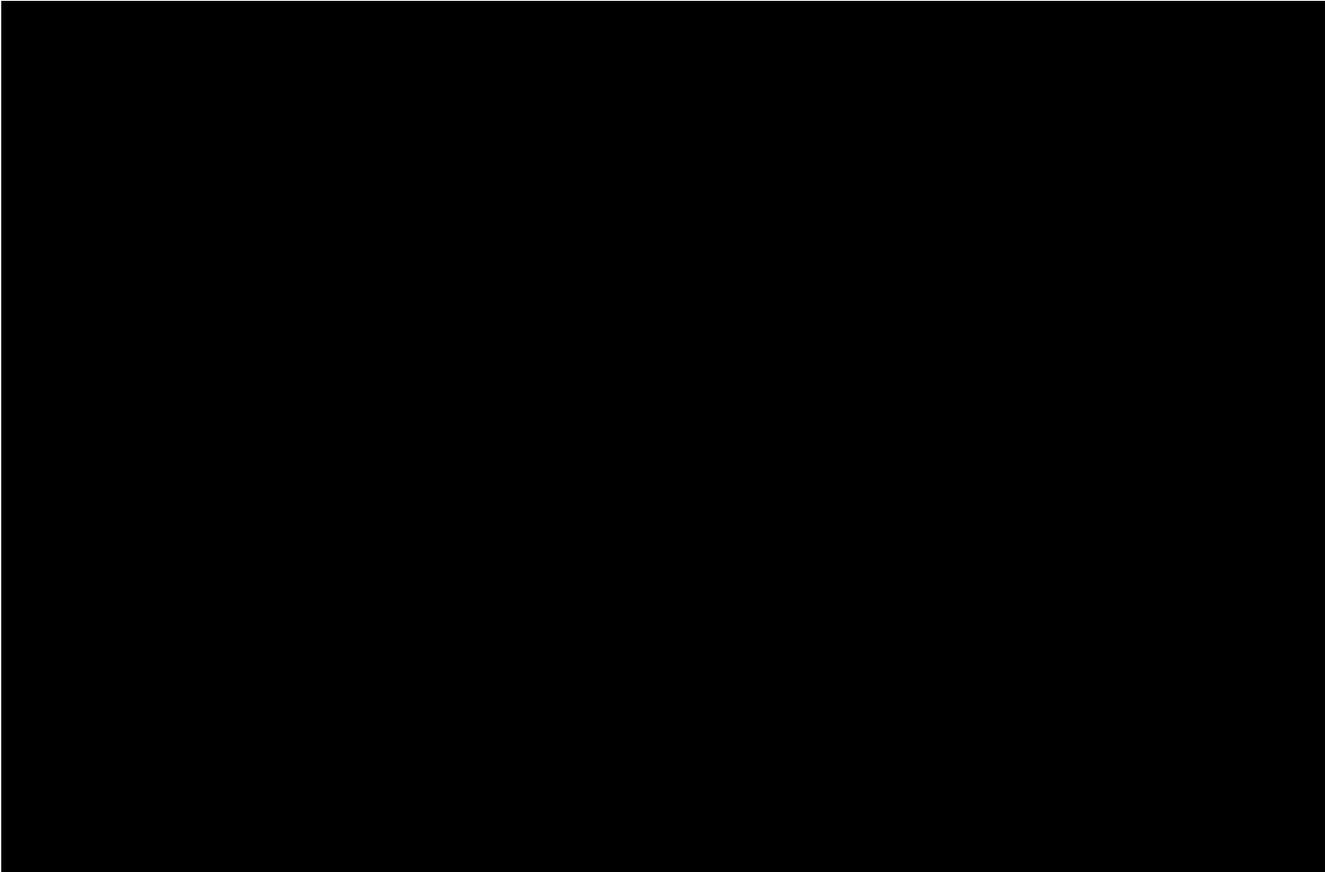






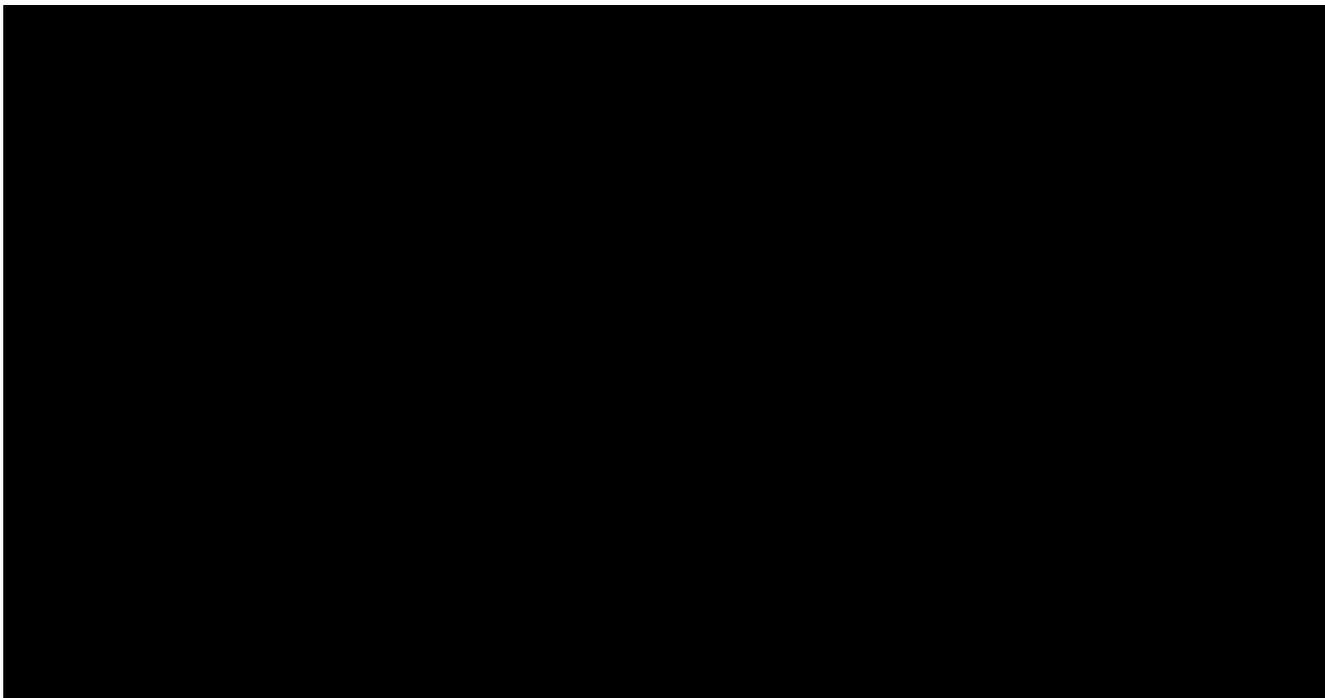


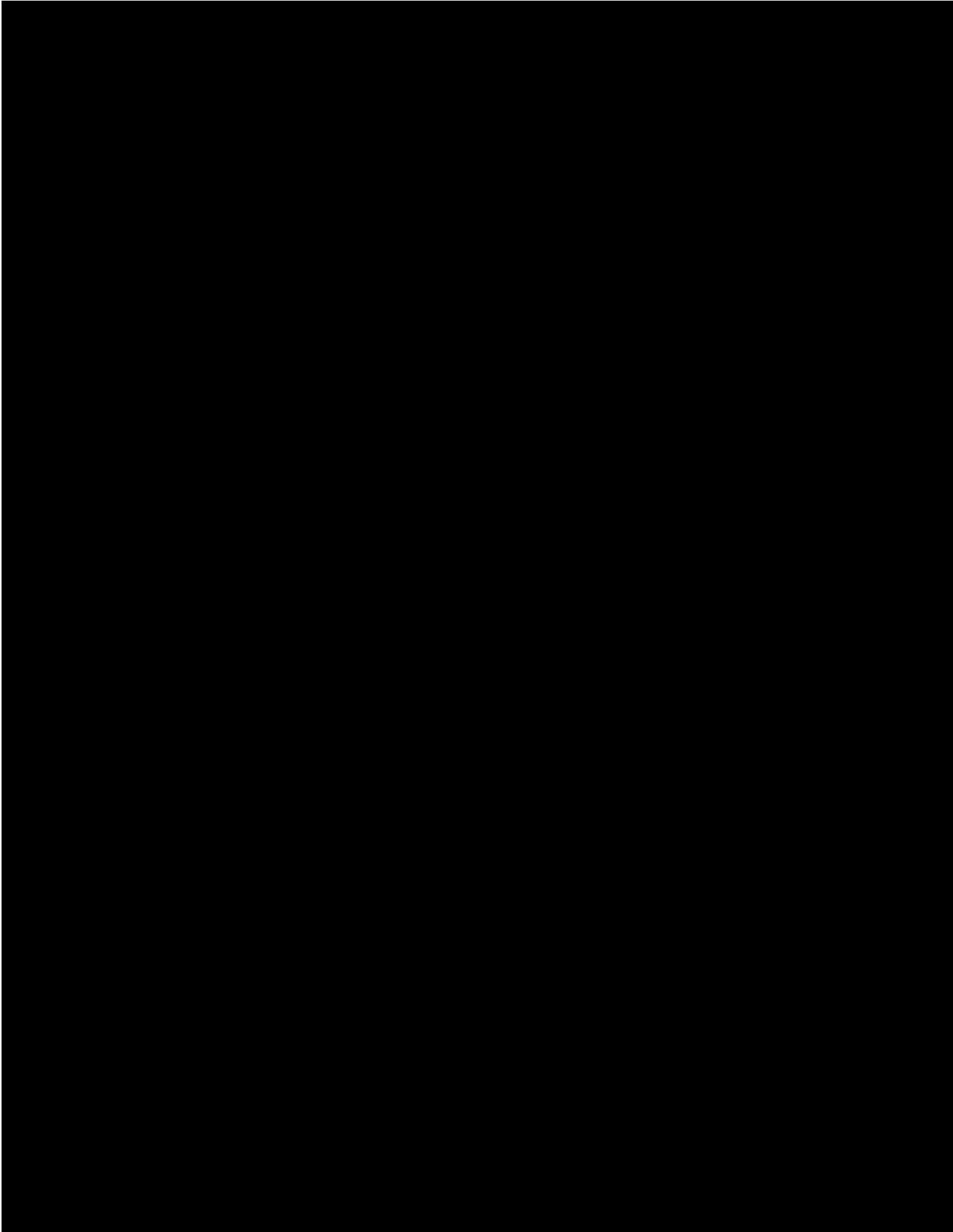


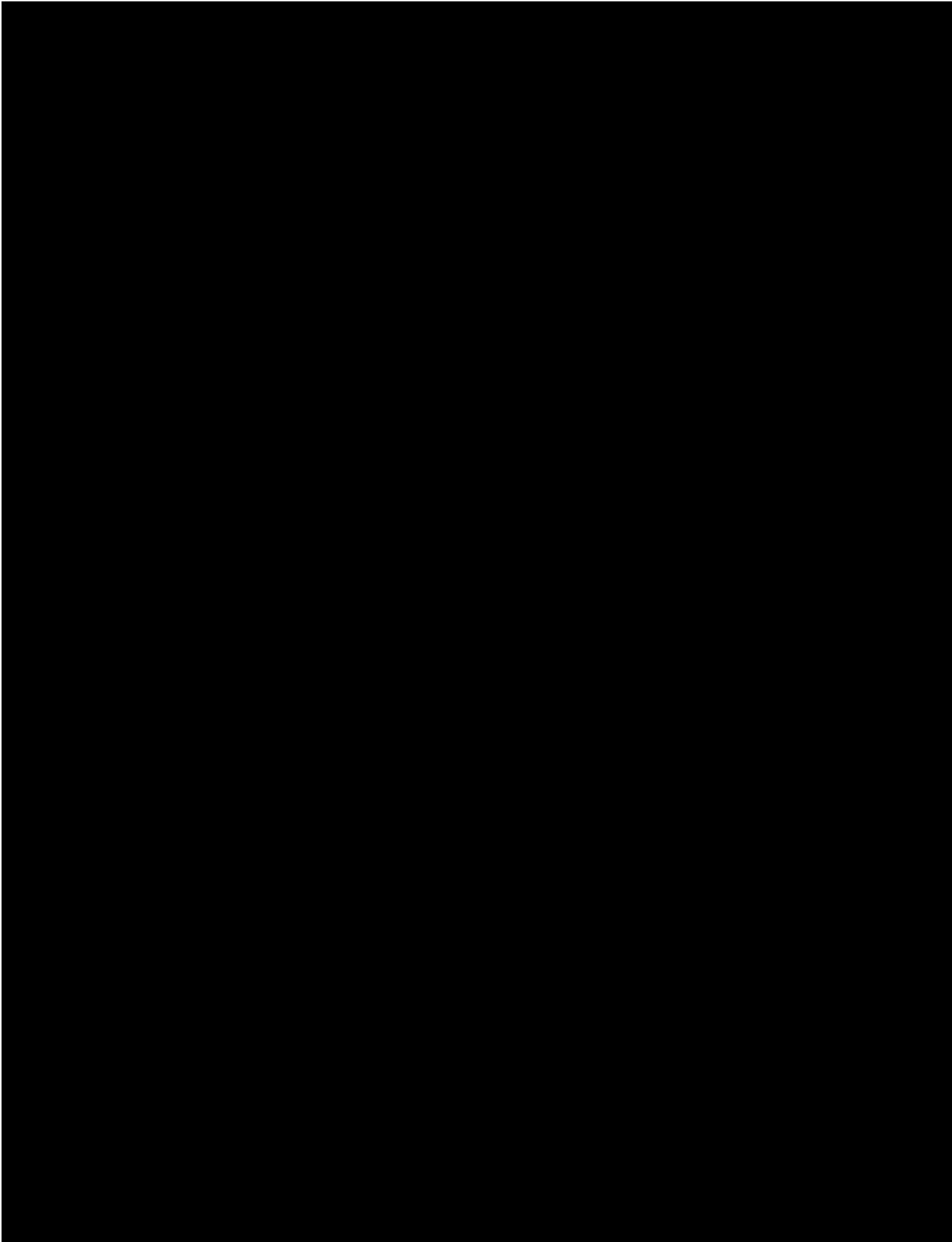


4.2 STATE TESTING RESPONSIBILITIES

2) Overview of SOI testing responsibilities.



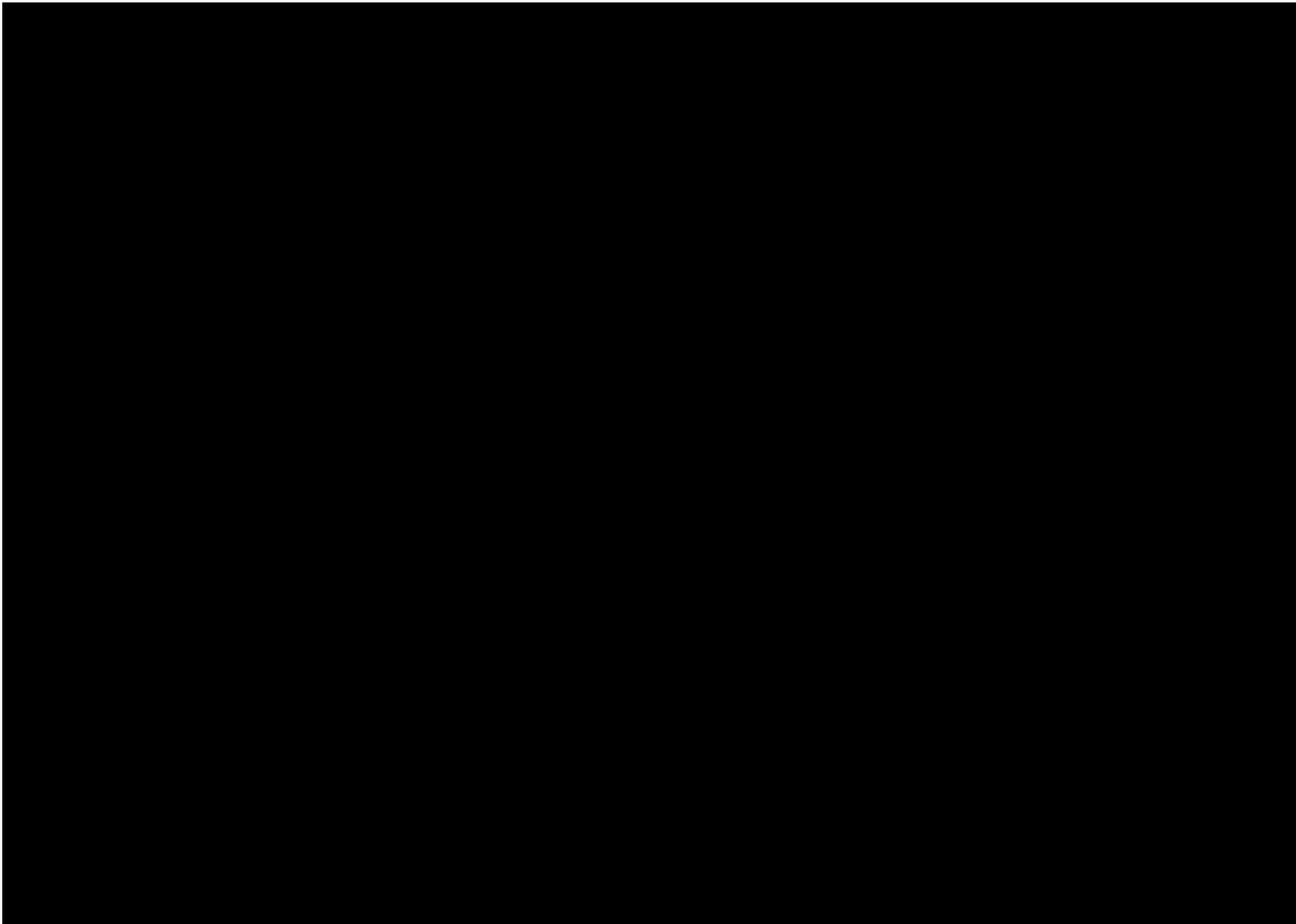






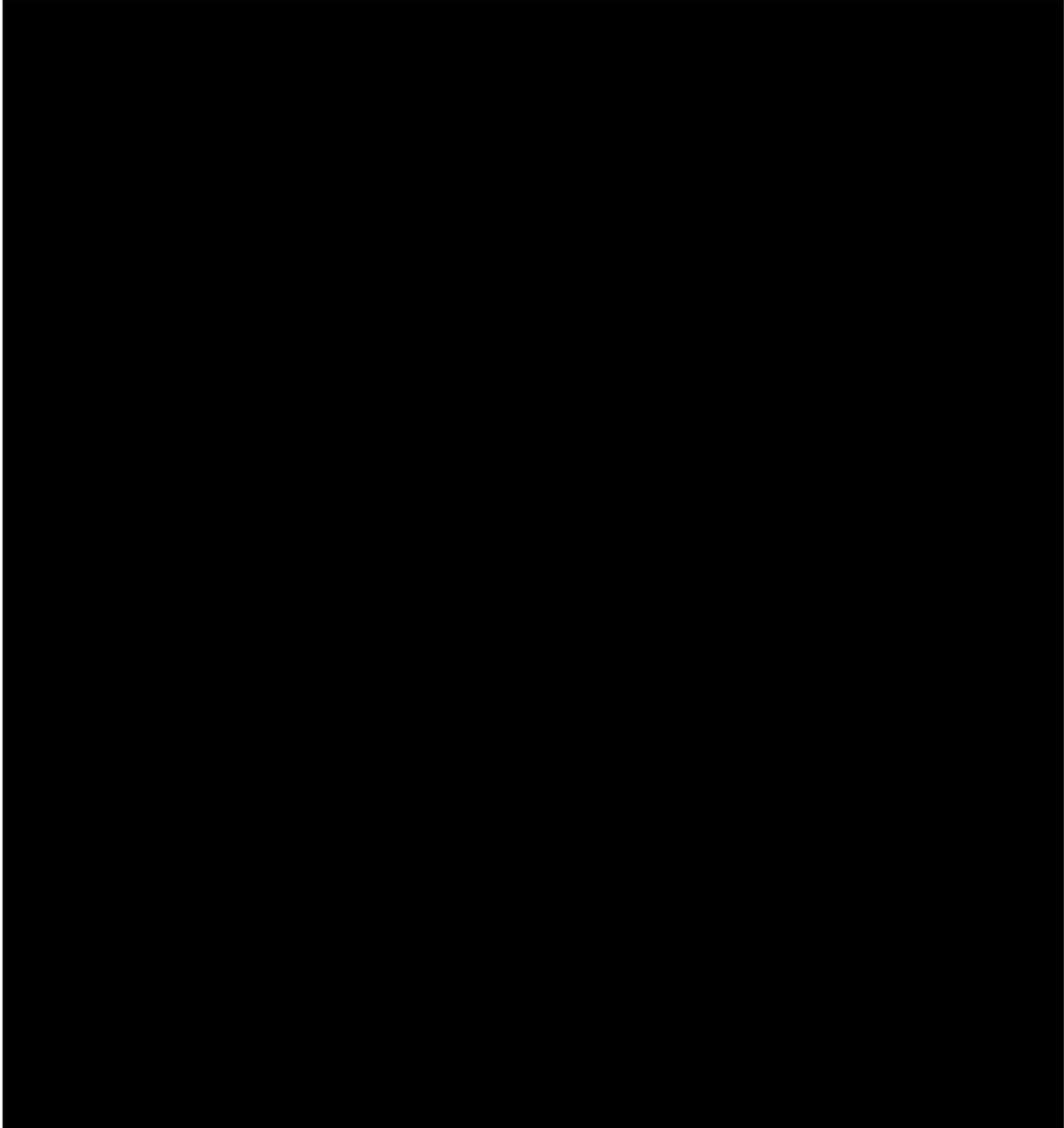
4.3 SAMPLE TESTING PLAN

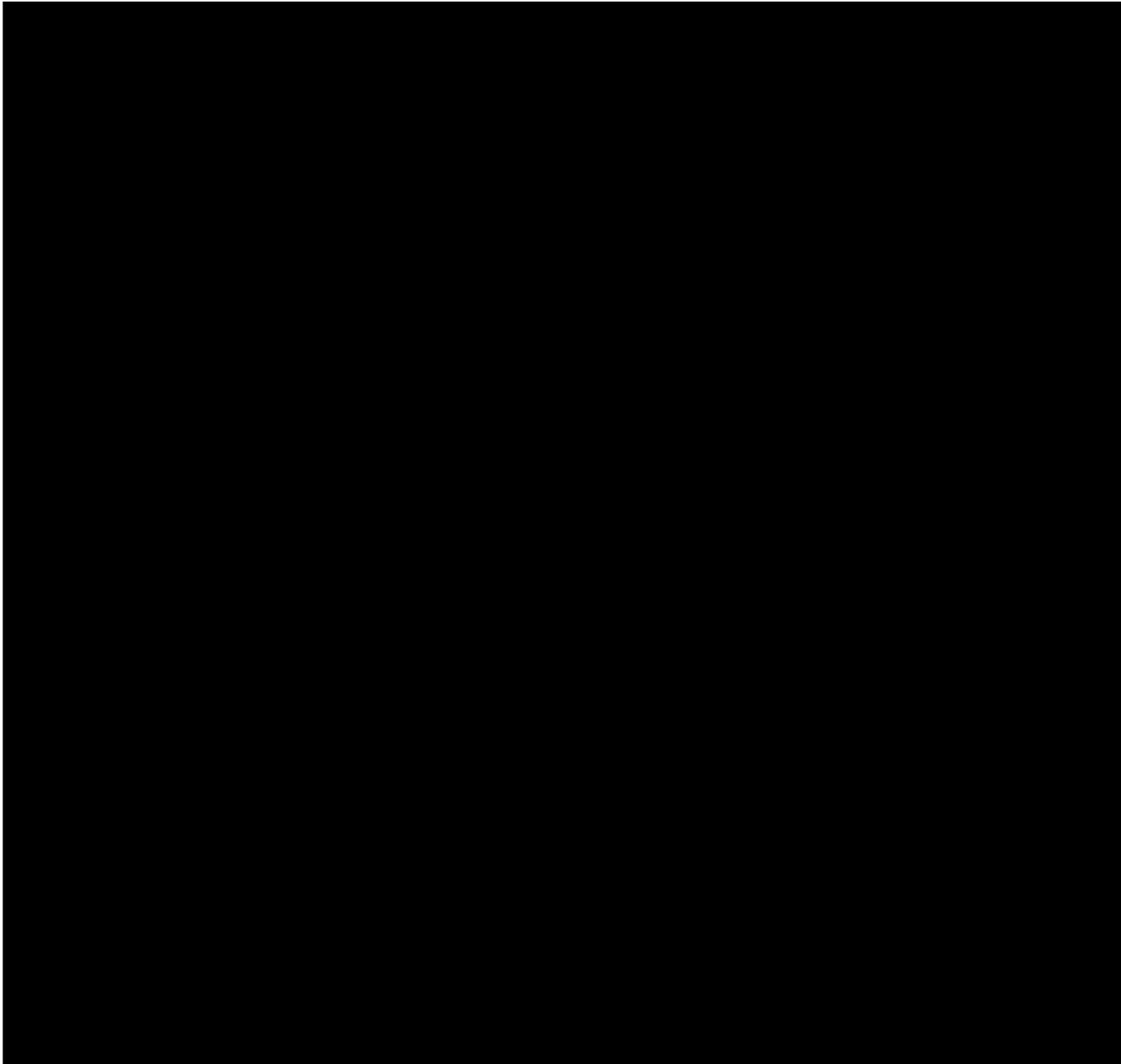
2) A sample detailed testing plan that at minimum includes test scripts, test cases, and milestones which will be tied to payment schedule.



4.4 STANDARD METHODOLOGY FOR USER TEST SCRIPTS AND TEST CASES

3) Describe your standard methodology to developing user test scripts and test cases.





4.5 RESPONSE TO REQUIREMENTS

4) A response to each requirement with details on how the Vendor will deliver the requirement.



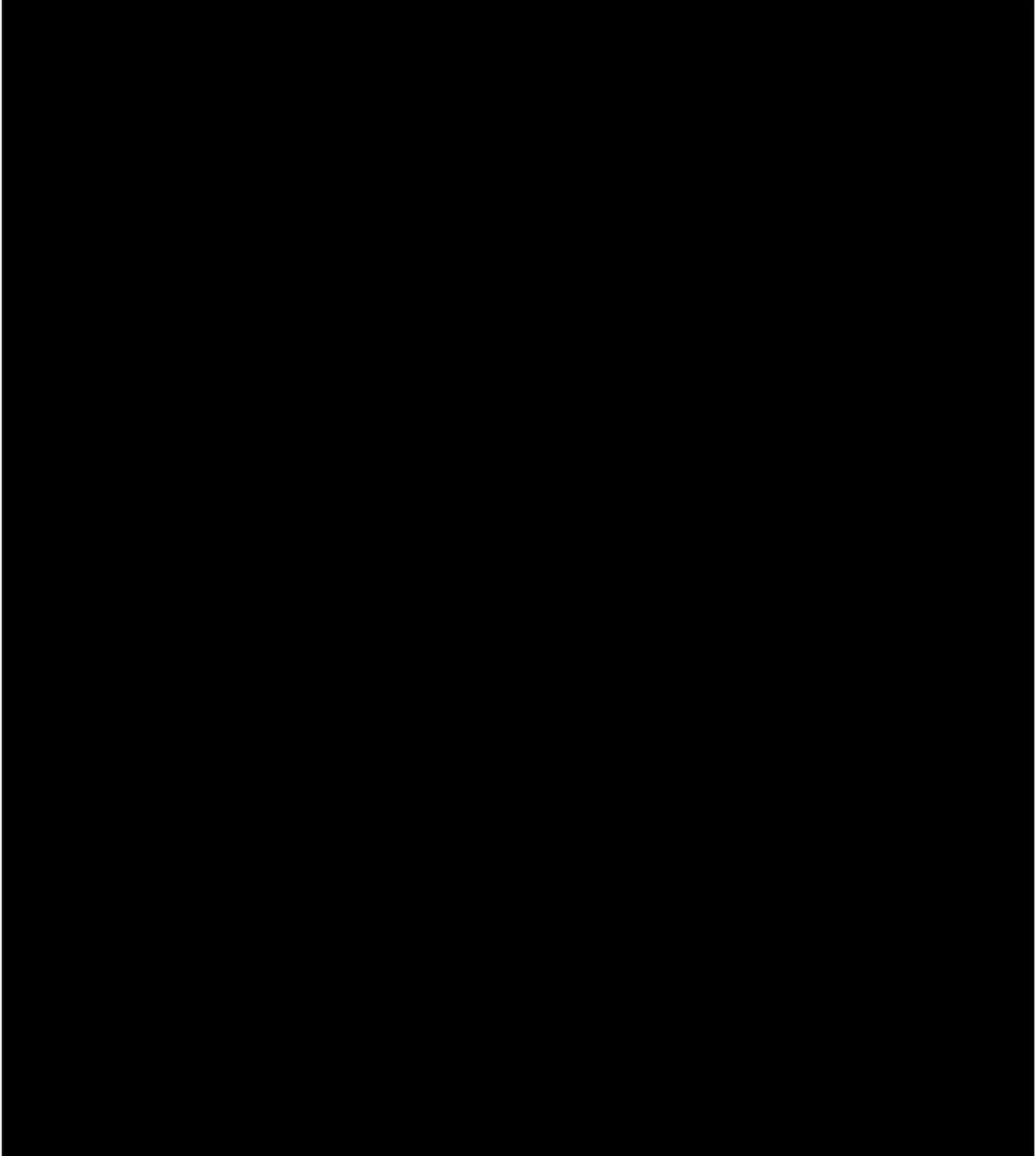
4.6 ADDITIONAL TASKS OR AREAS

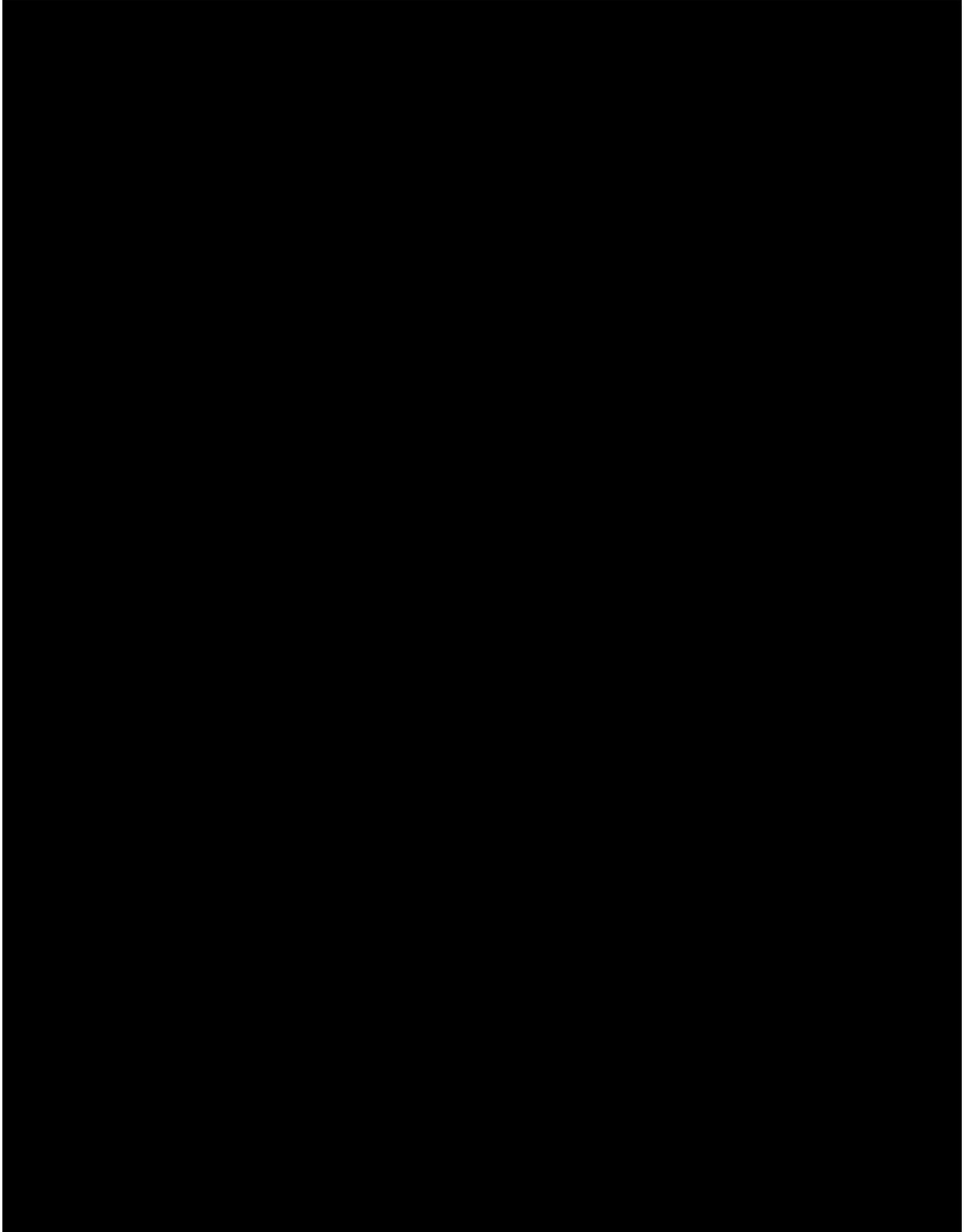
5) Any additional tasks or areas not covered as part of this RFP that the Vendor will deliver in order to increase the likelihood of a successful implementation and assist in increasing end user confidence in preparation for deployment.)

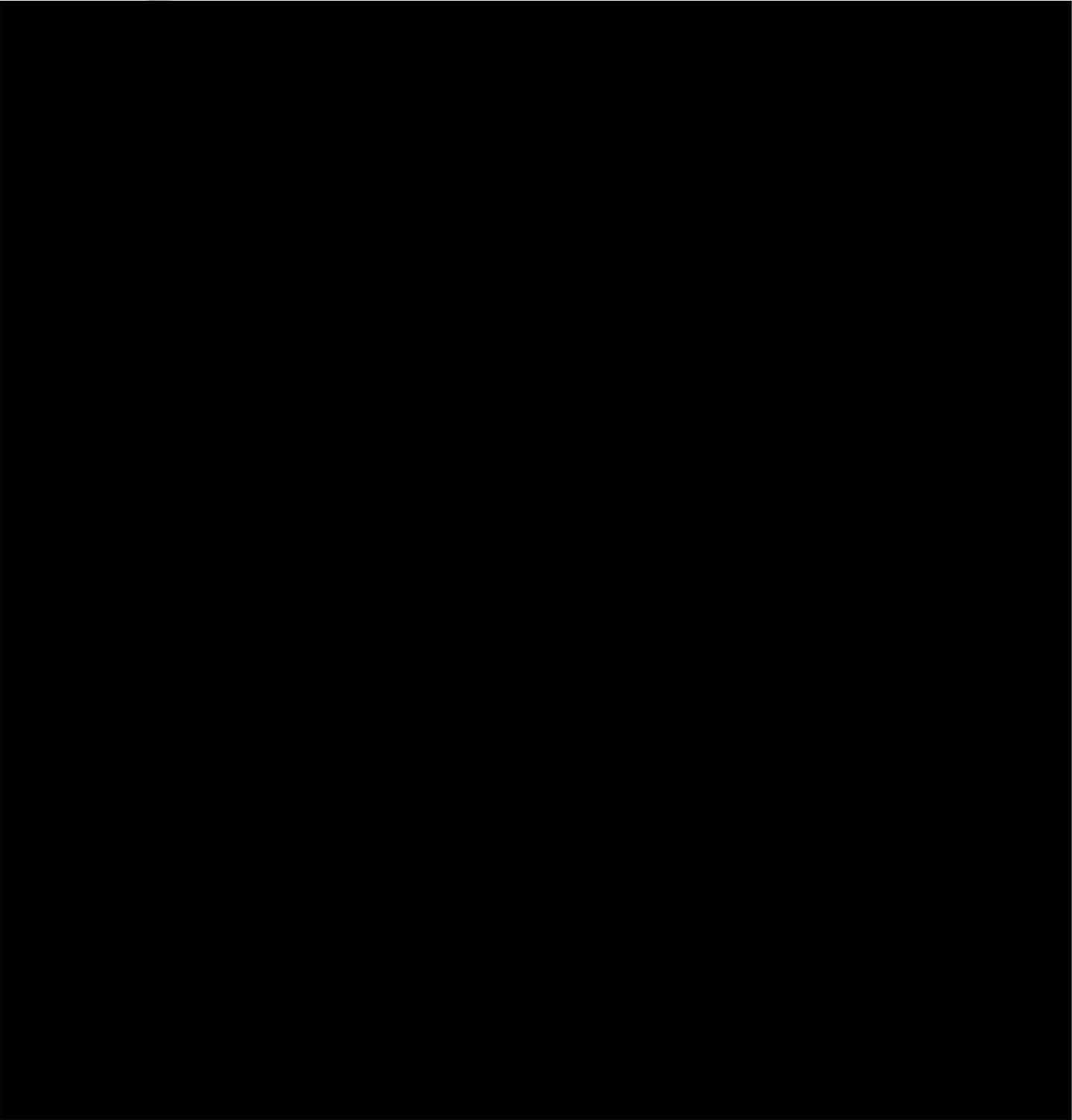


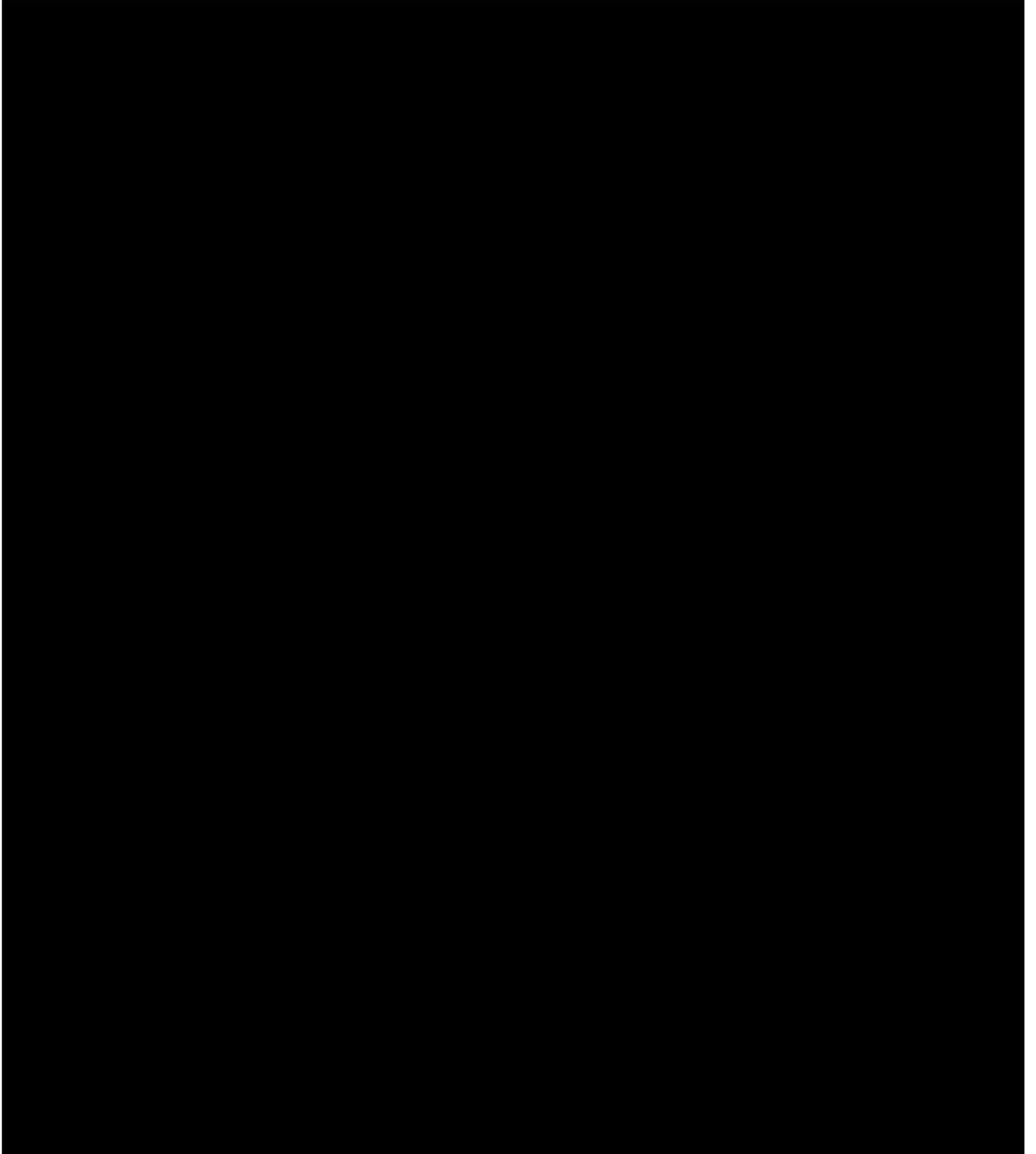
5. VENDOR TEAM EXPERIENCE (PRPRR-005)

Please provide a list and description of proposed staff and relative experience.

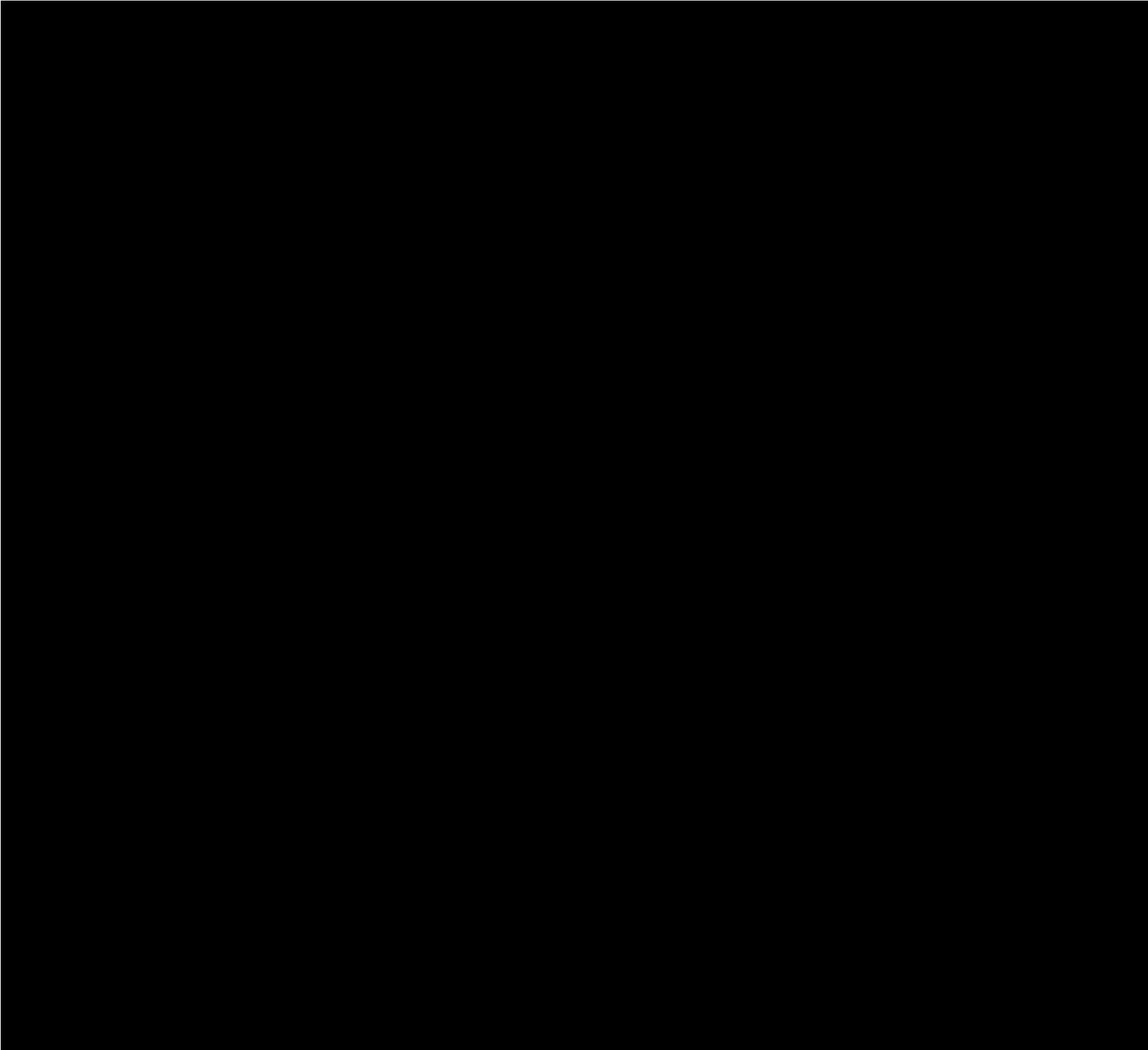


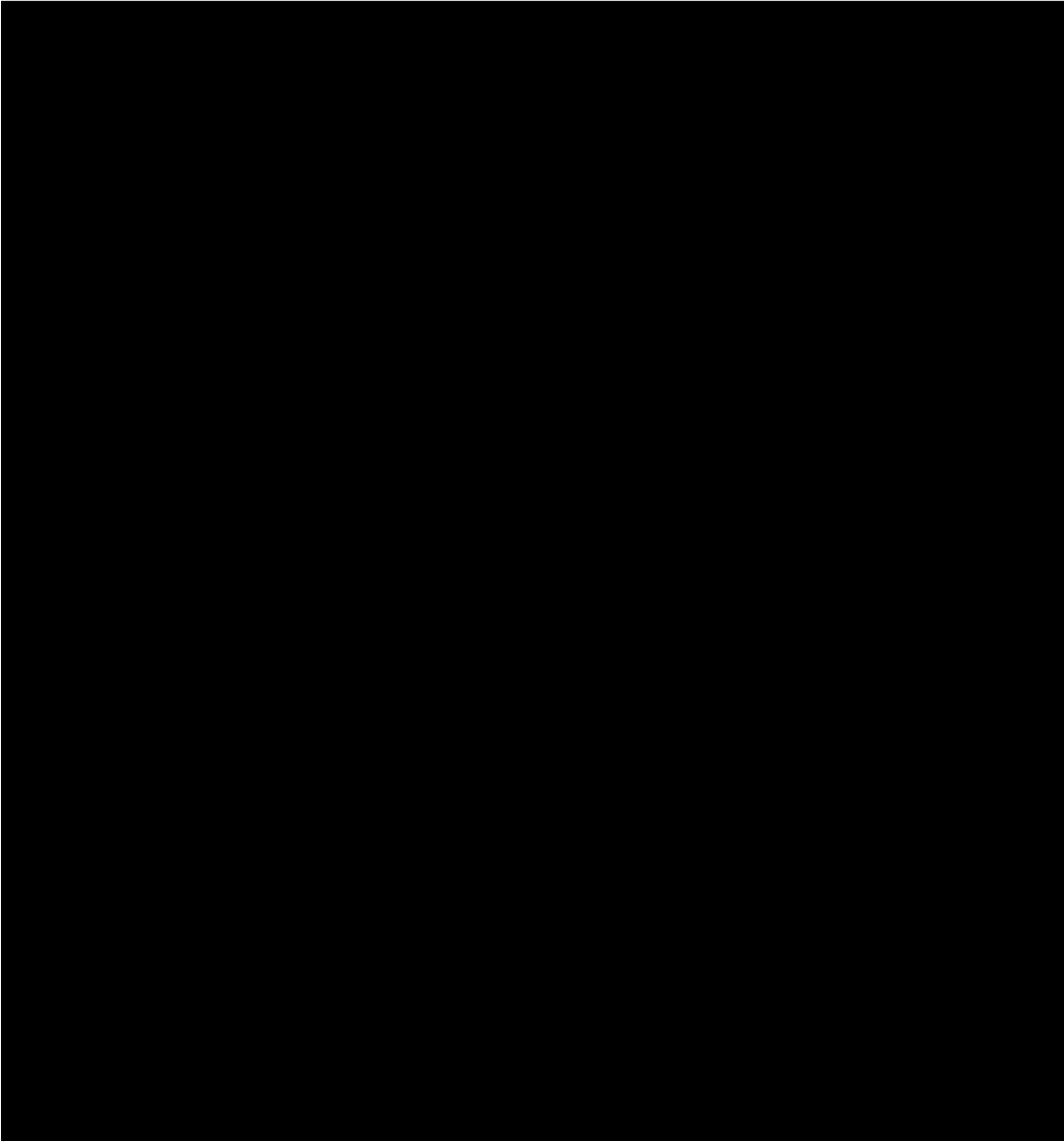


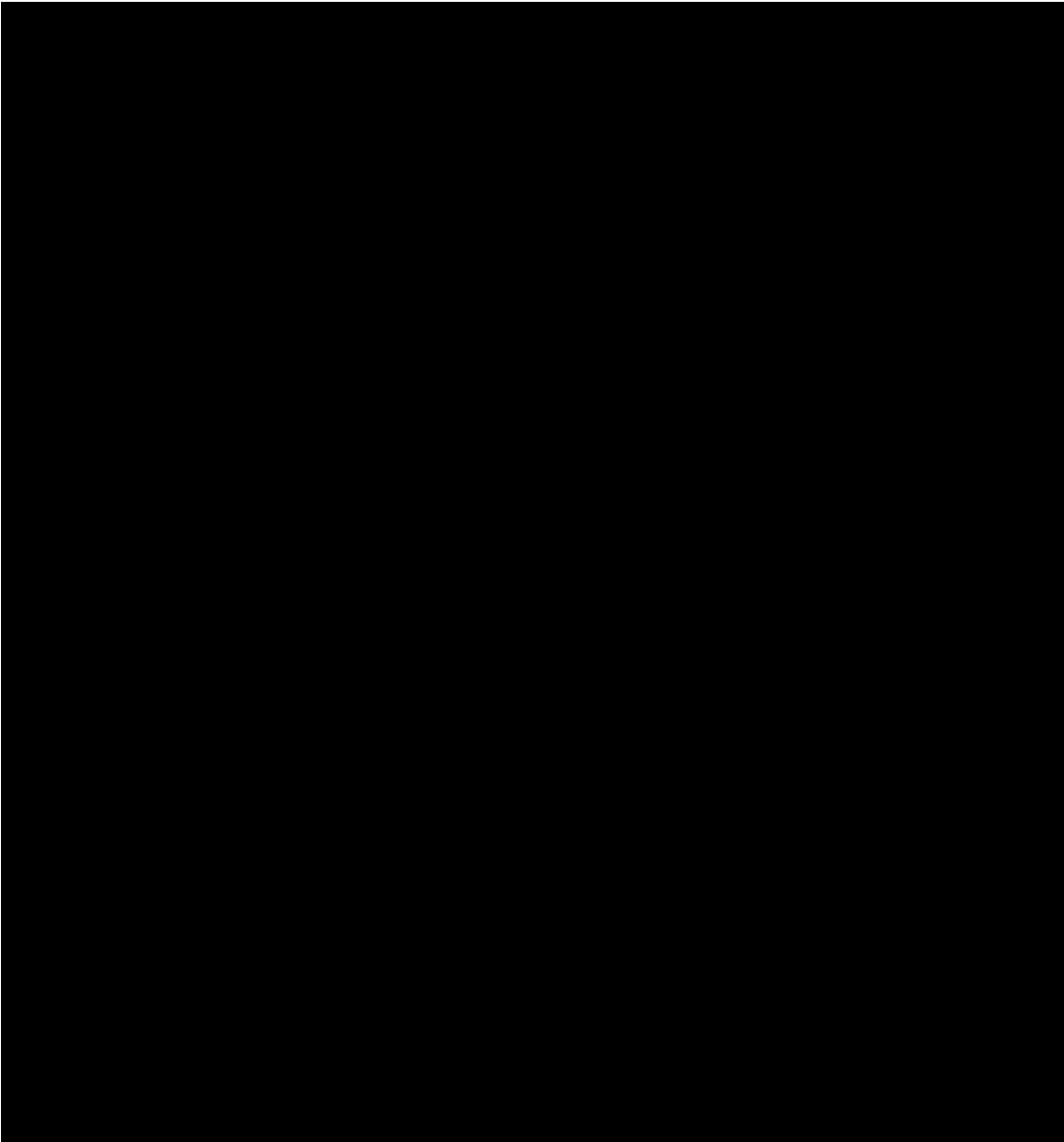


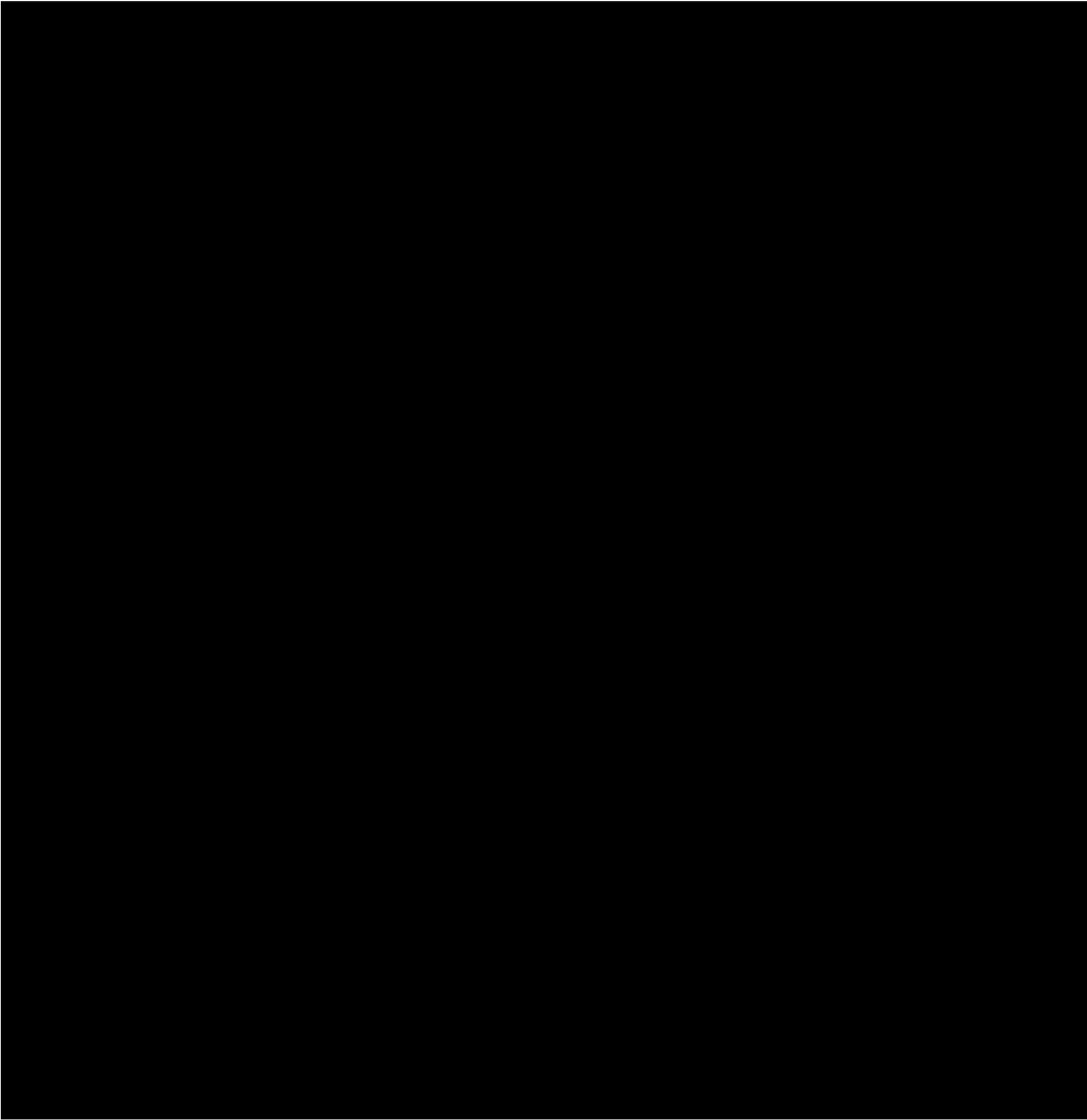


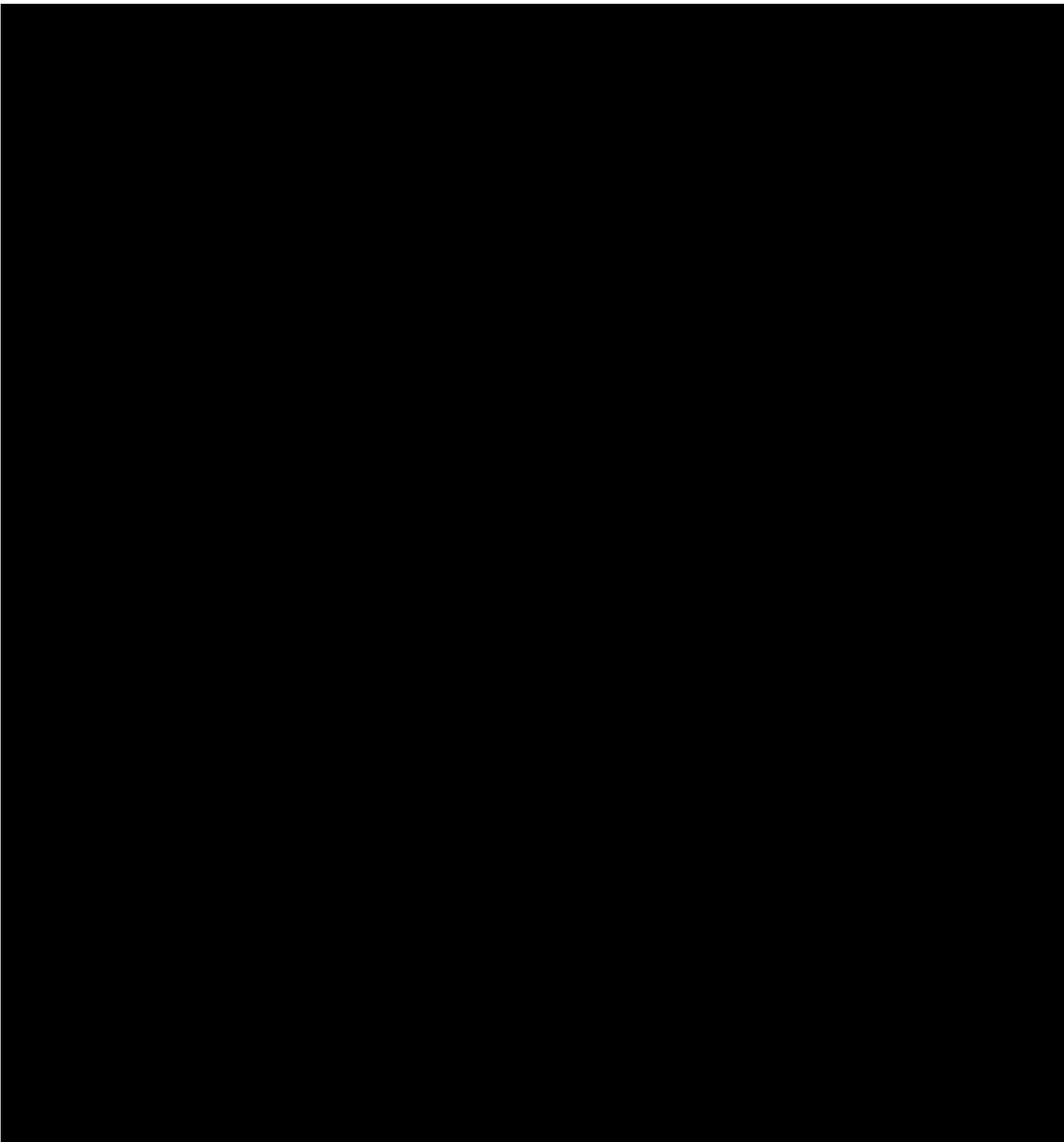


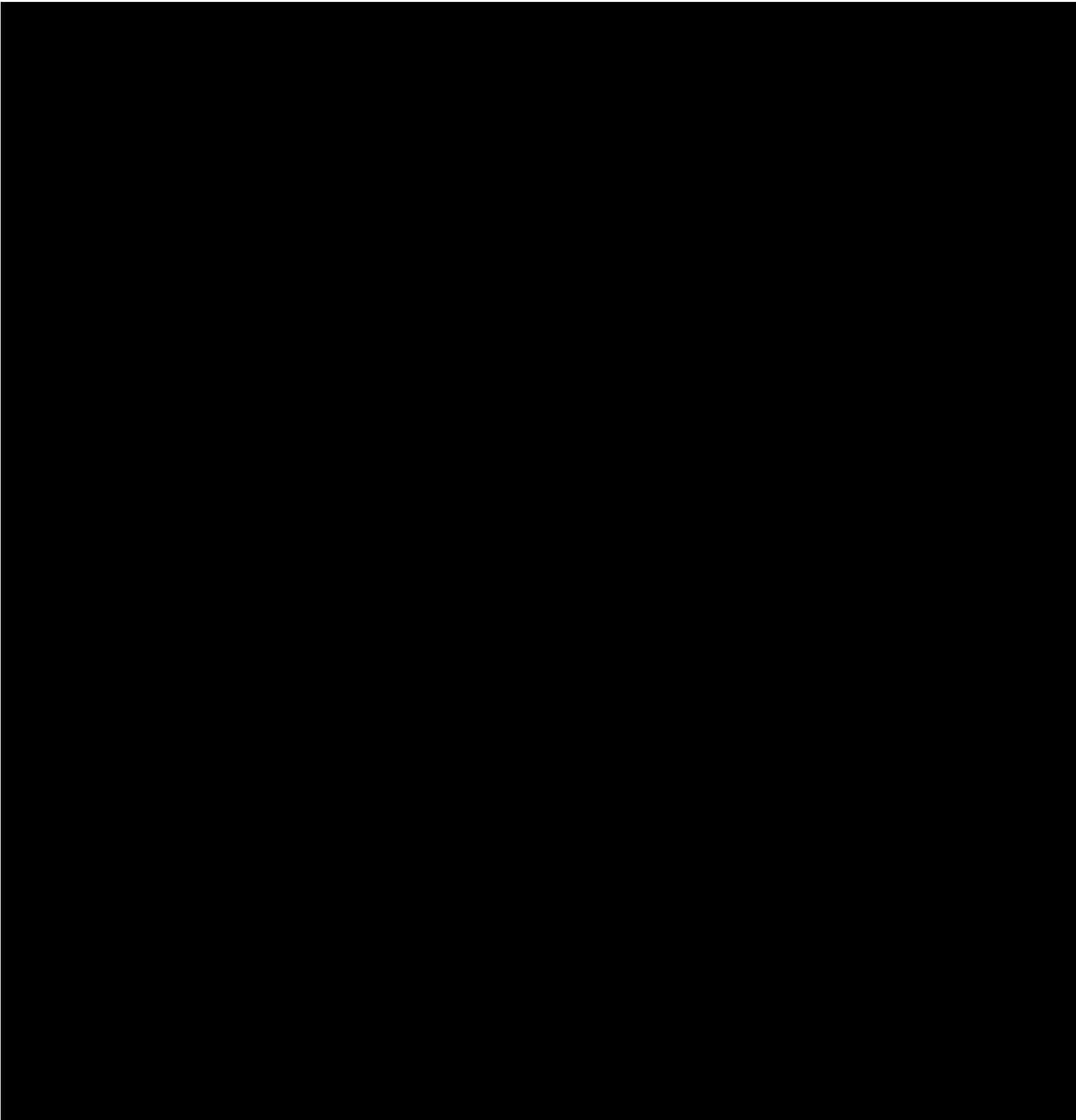


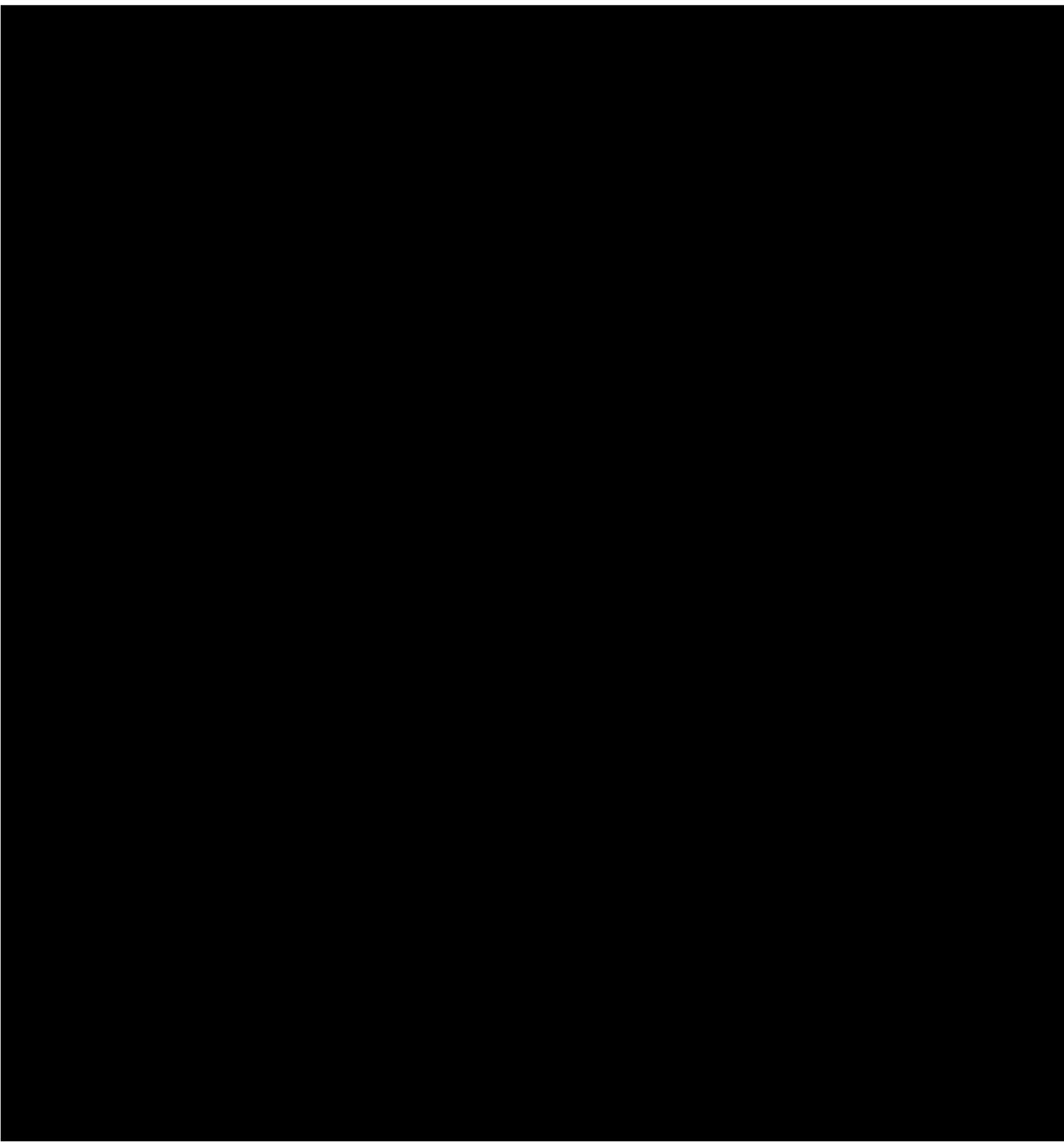




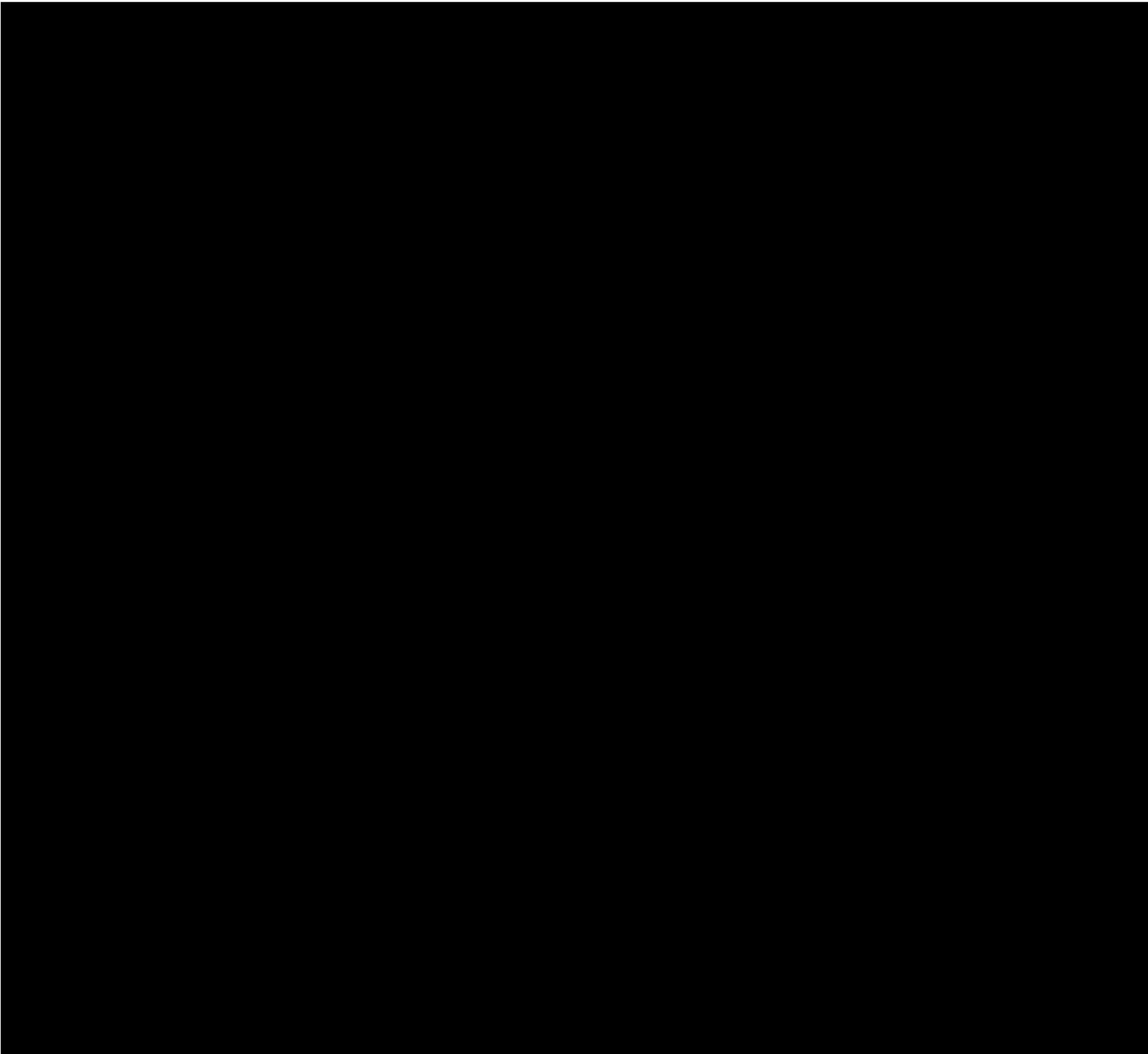


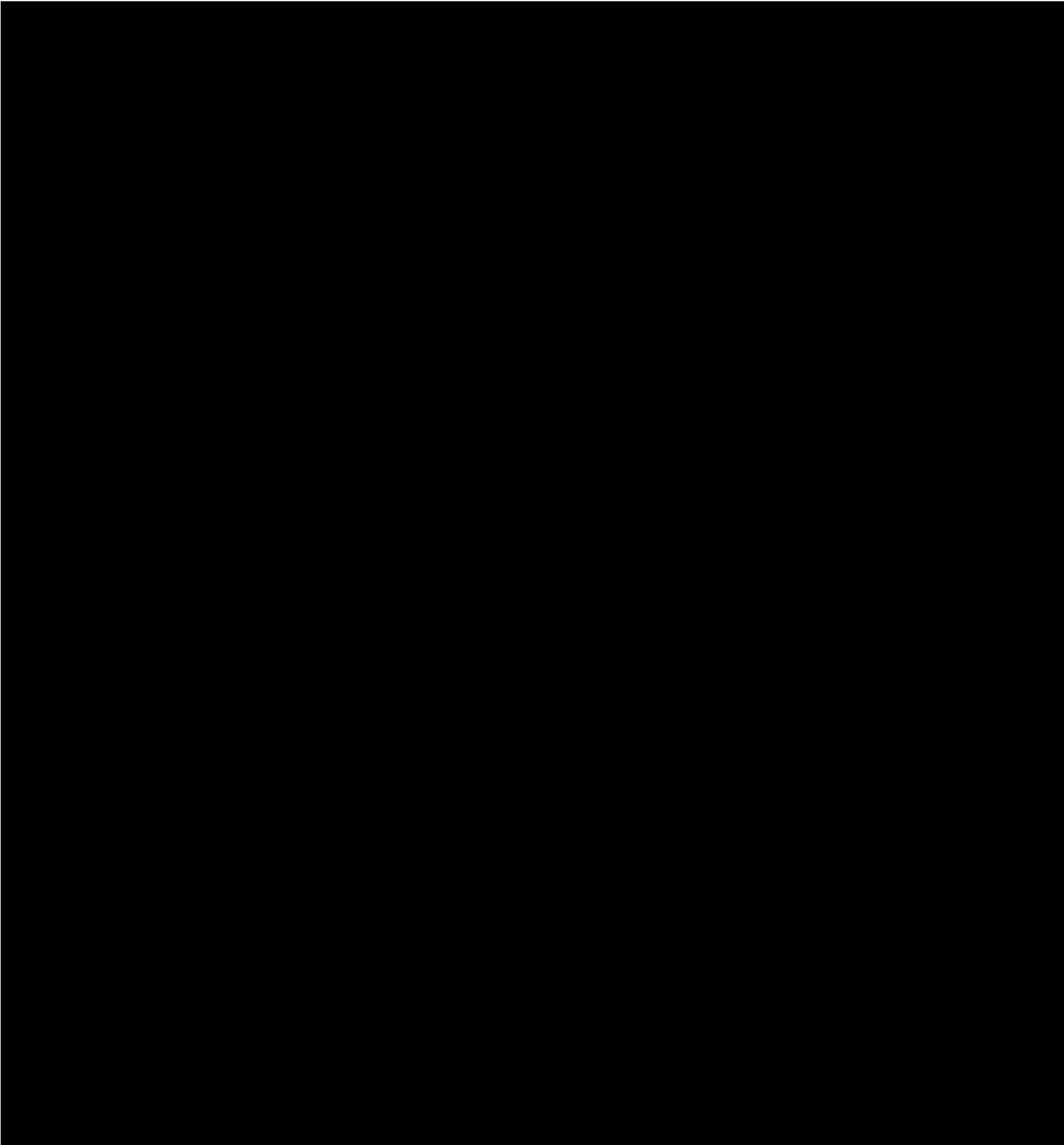


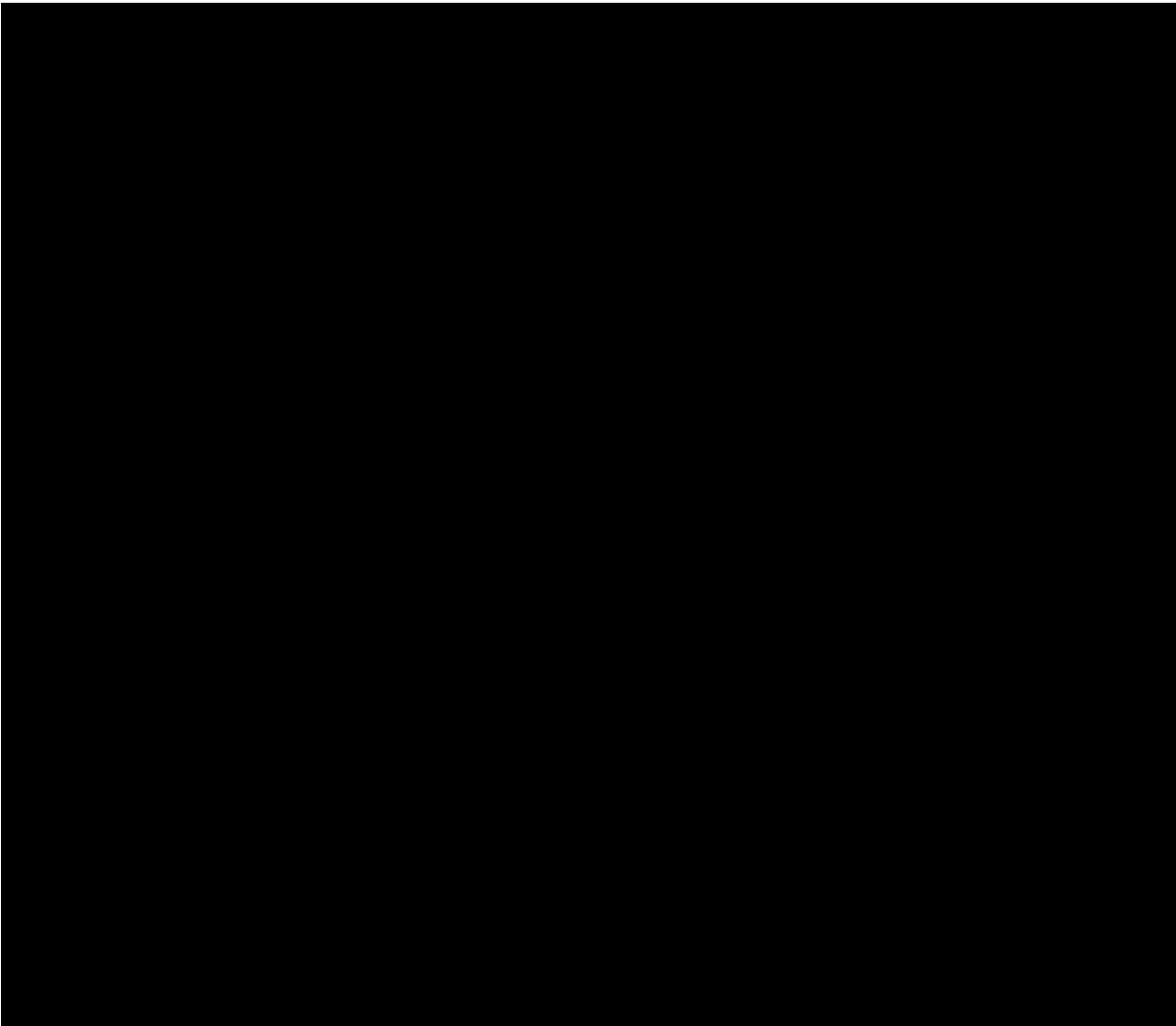






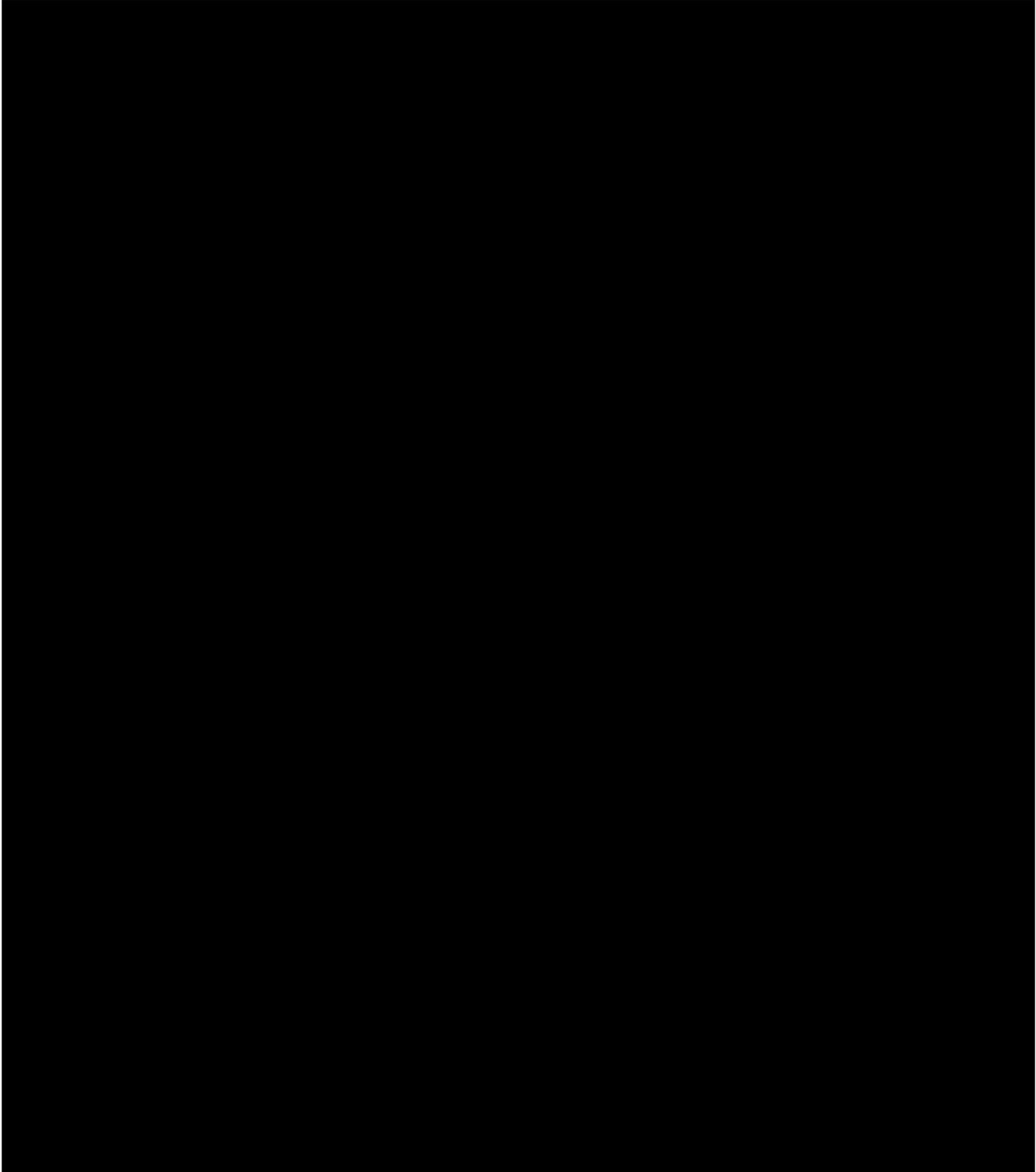


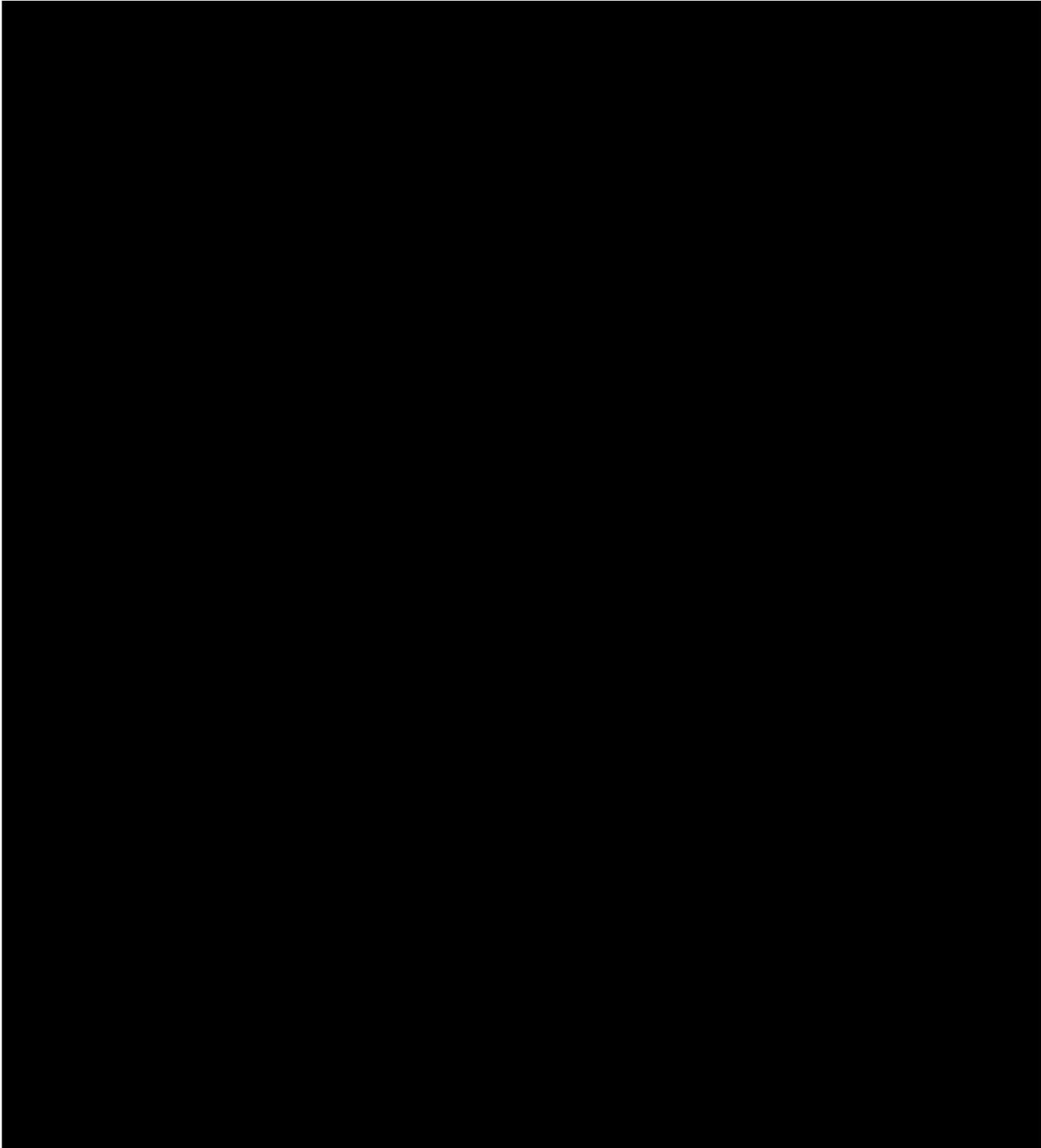


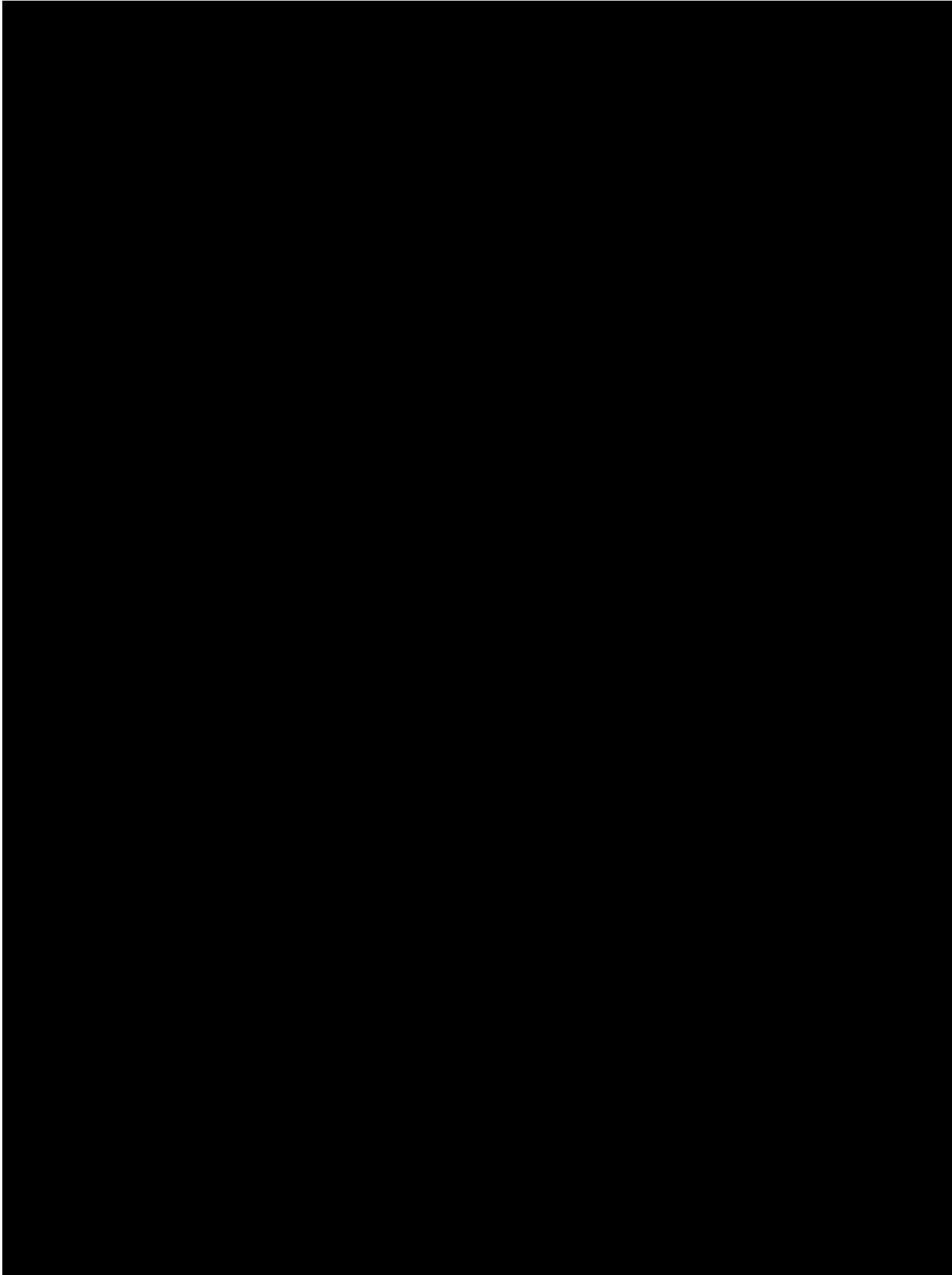


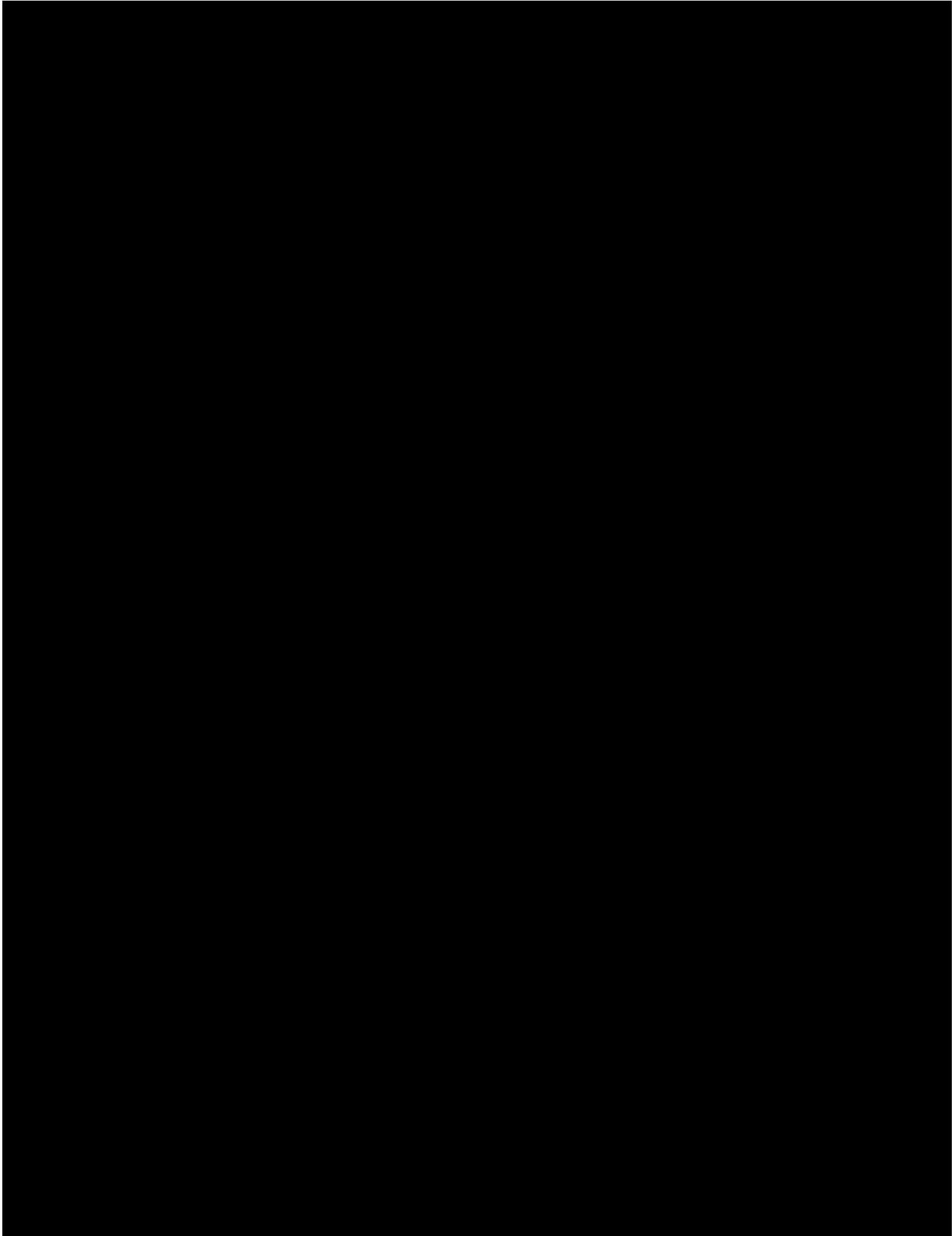
6. PROJECT DESIGN & BUILD (PRPRR-006)

Please provide a list and description of tasks that define the methodology and phases that you will use. The vendor shall be expected to use the standard SDLC methodology and environments.



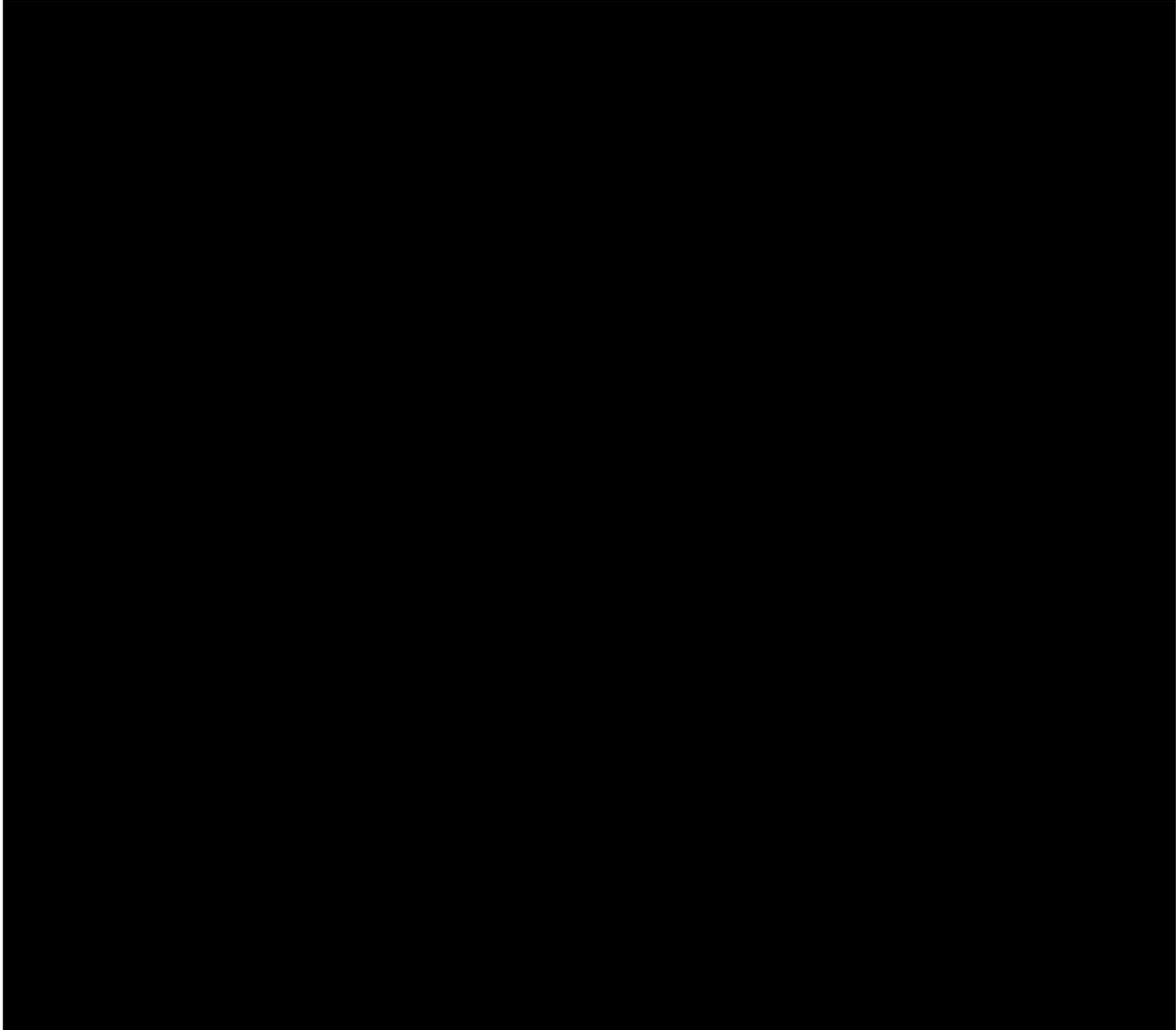






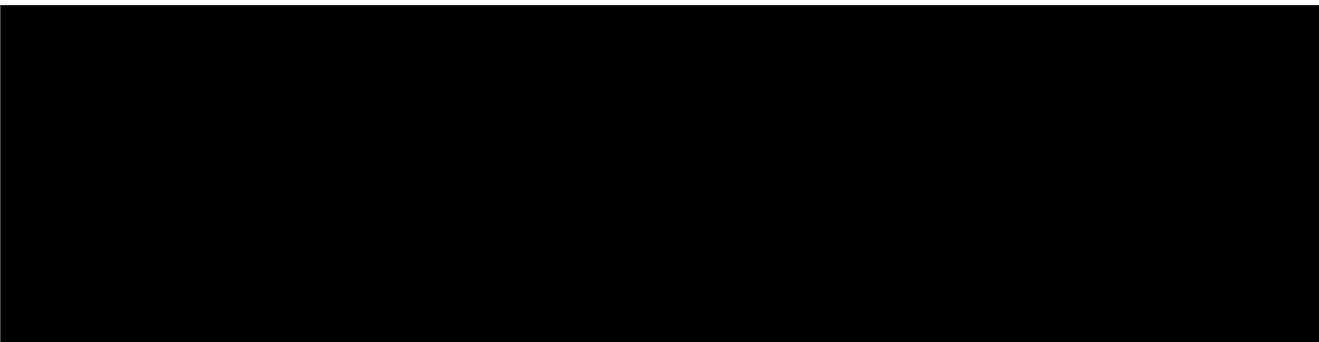
7. CUT OVER (PRPRR-007)

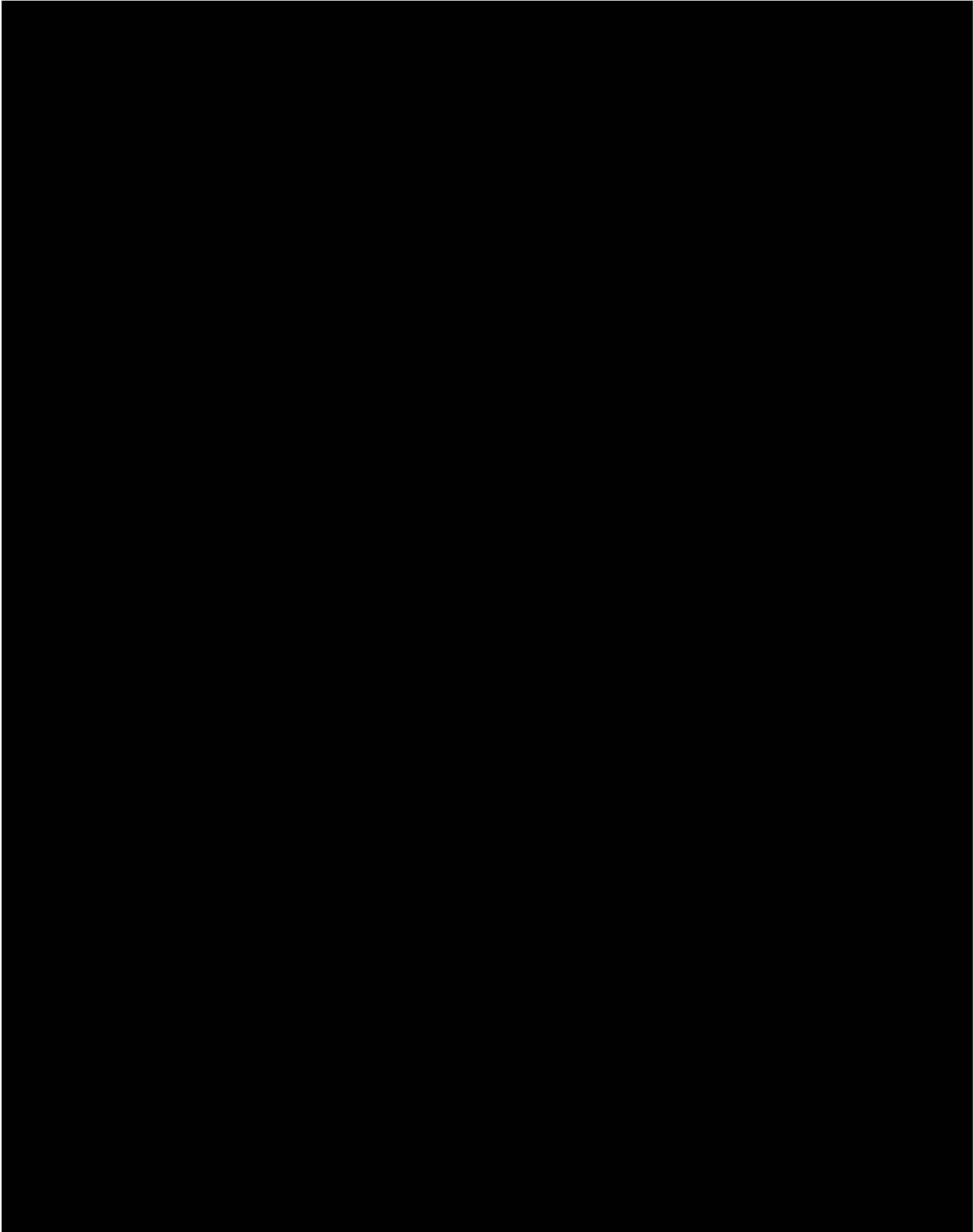
Please provide a list and description of how you would approach and plan a cutover for this project.



8. OTHER CAPABILITIES (PRPRR-009)

Please provide a list and description of innovative capabilities that we be included in the scope of your HCM and Payroll System implementation.





Technical Proposal

RFP 19-105 Attachment F4 – Approach Template

The State is requesting a thorough implementation strategy, approach and plan. The Respondent should thoroughly describe their implementation strategy and approach below in this template including why it would be the best approach from timeline, costs, benefits and risk perspectives. The strategy and approach must include the scope and timeline for each phase and must be consistent with all other parts of your proposal including the Cost Proposal, Staffing Plan and Project Plan templates.

The specific scope of each phase, including HCM and Payroll processes to be implemented, should be defined based on the Respondent's knowledge of PeopleSoft 9.2 HCM capabilities, State HCM and Payroll processes, and state government HCM and Payroll Best Practices.

This strategy and approach should demonstrate to the State that the Respondent has attained a high level of PeopleSoft HCM/Payroll transformation and implementation expertise, a high level of HCM/Payroll knowledge and an excellent understanding of the operational integration required by the business processes of state personnel and payroll departments. The Respondent should demonstrate to the State they have an implementation approach and strategy that will drive project success and provide maximum benefit.

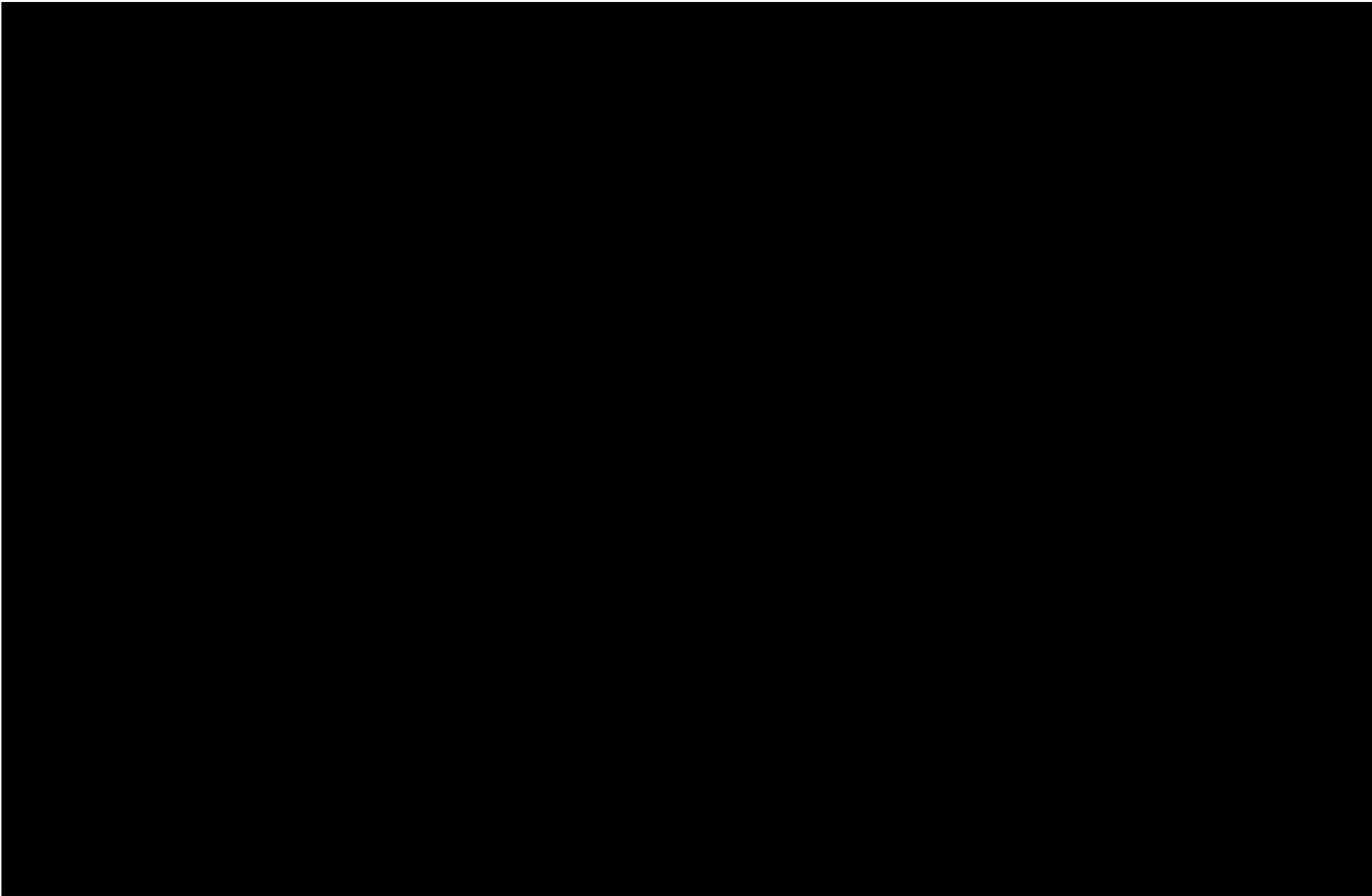
Vendor Response:

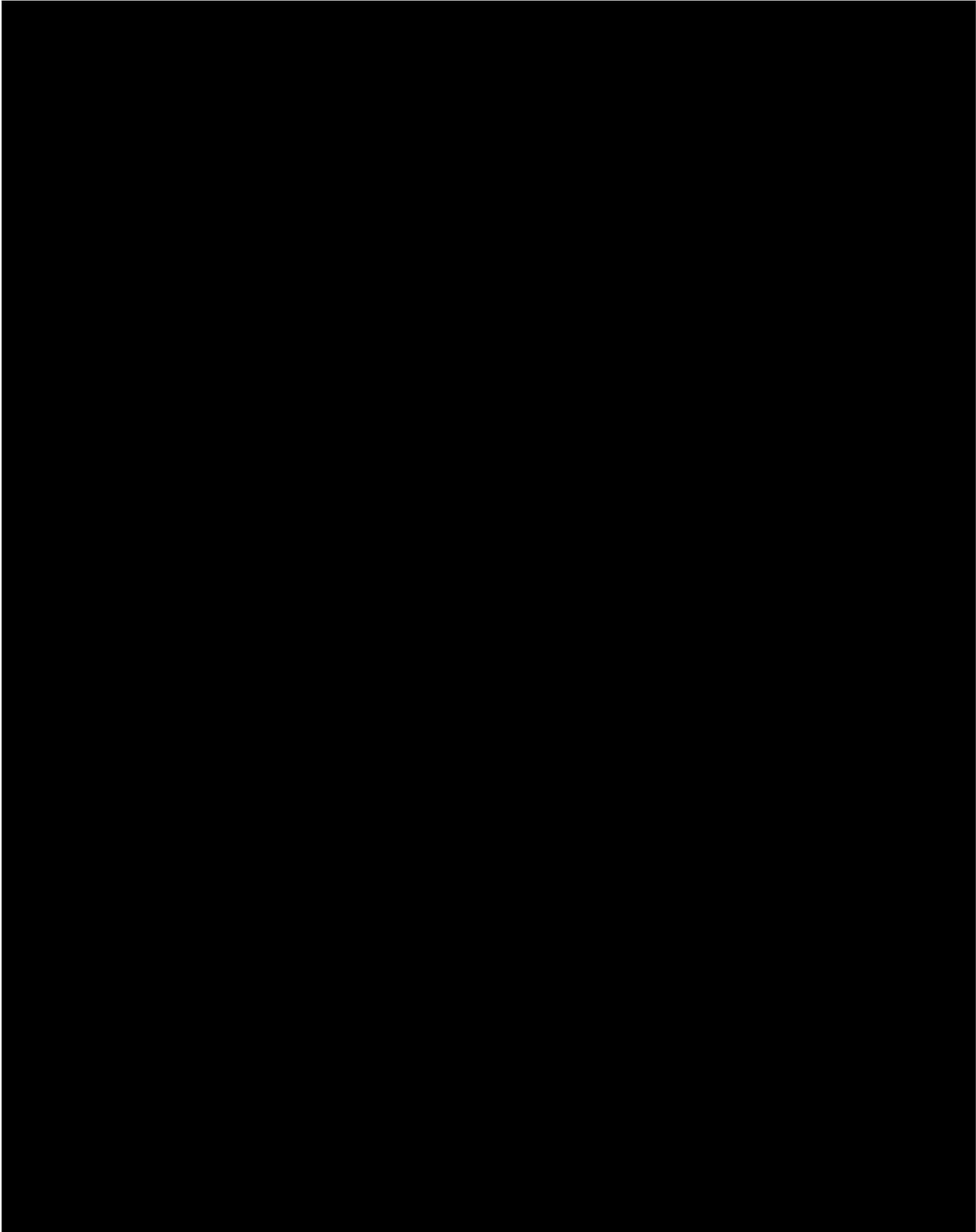
This template must be submitted as a Microsoft Word document.

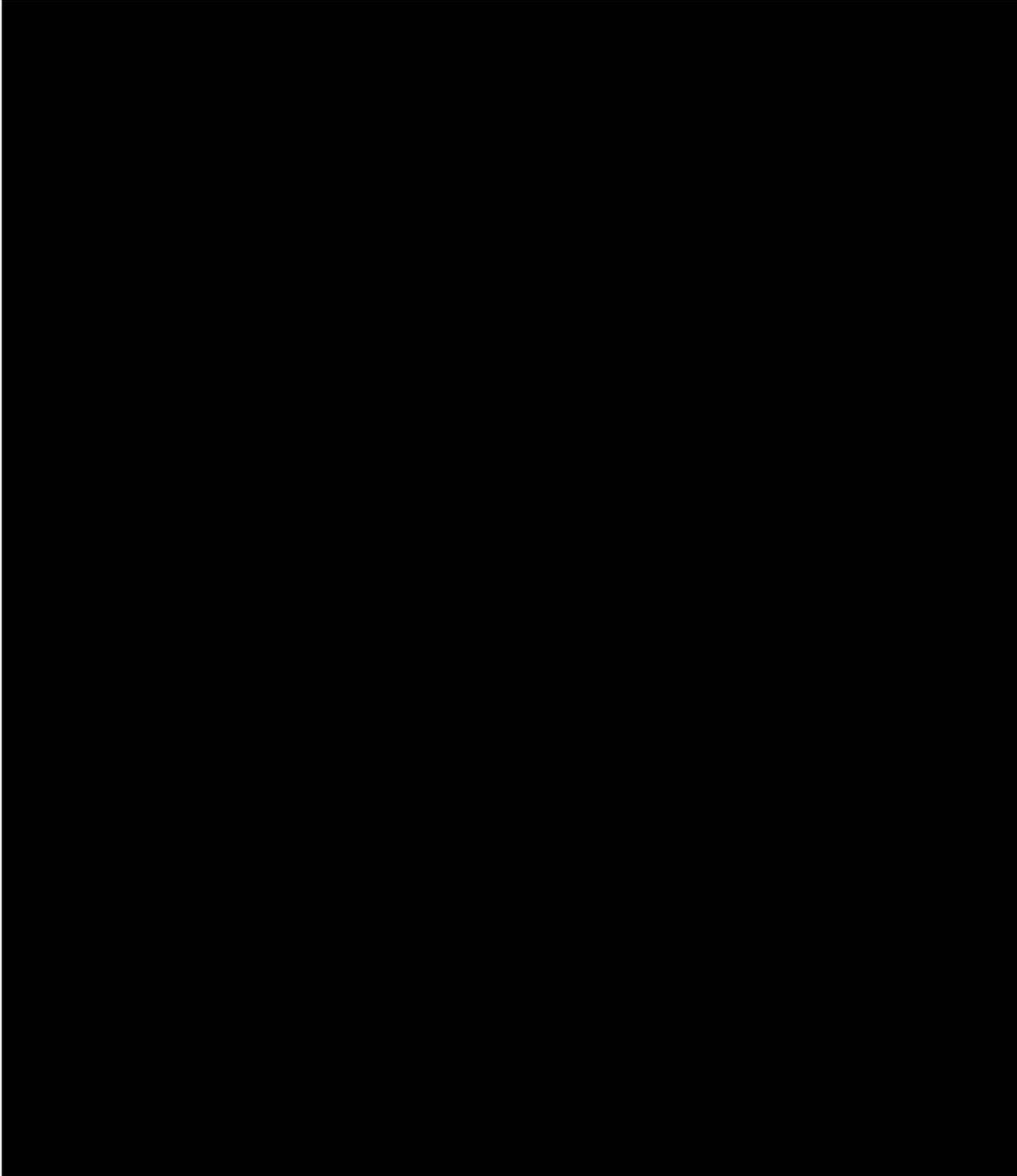


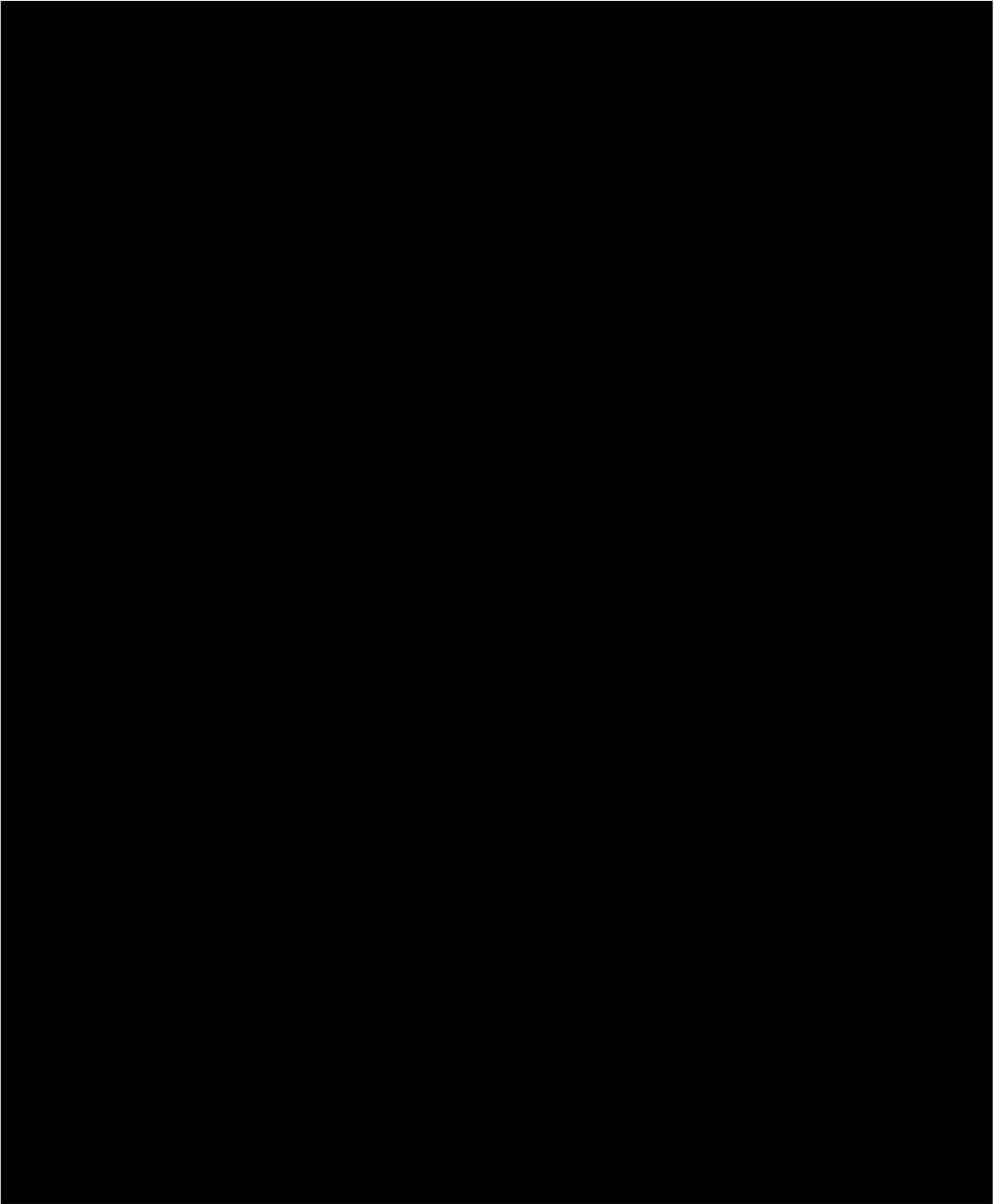
DETAILS
MATTER

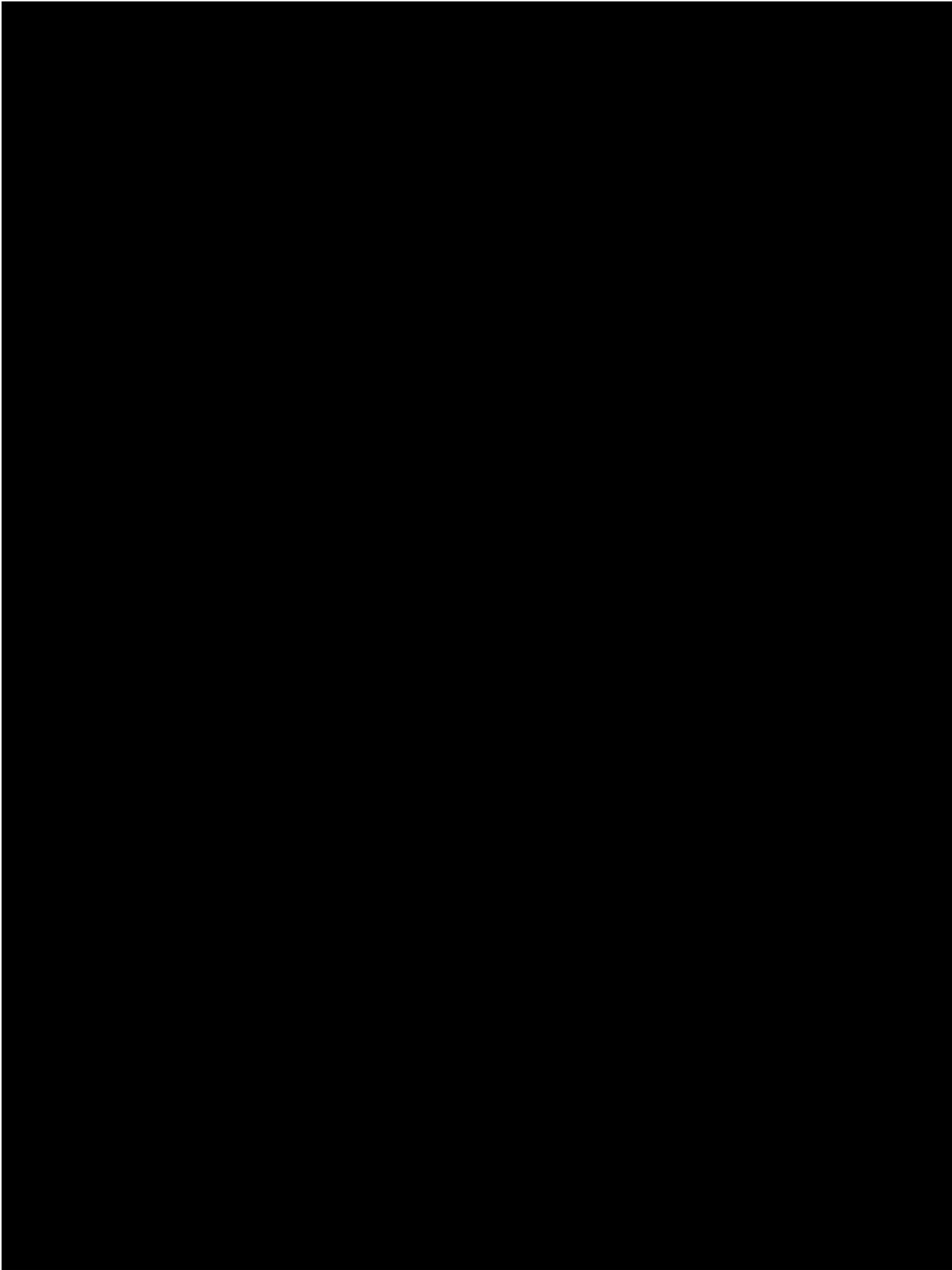
ATTACHMENT F4 APPROACH TEMPLATE

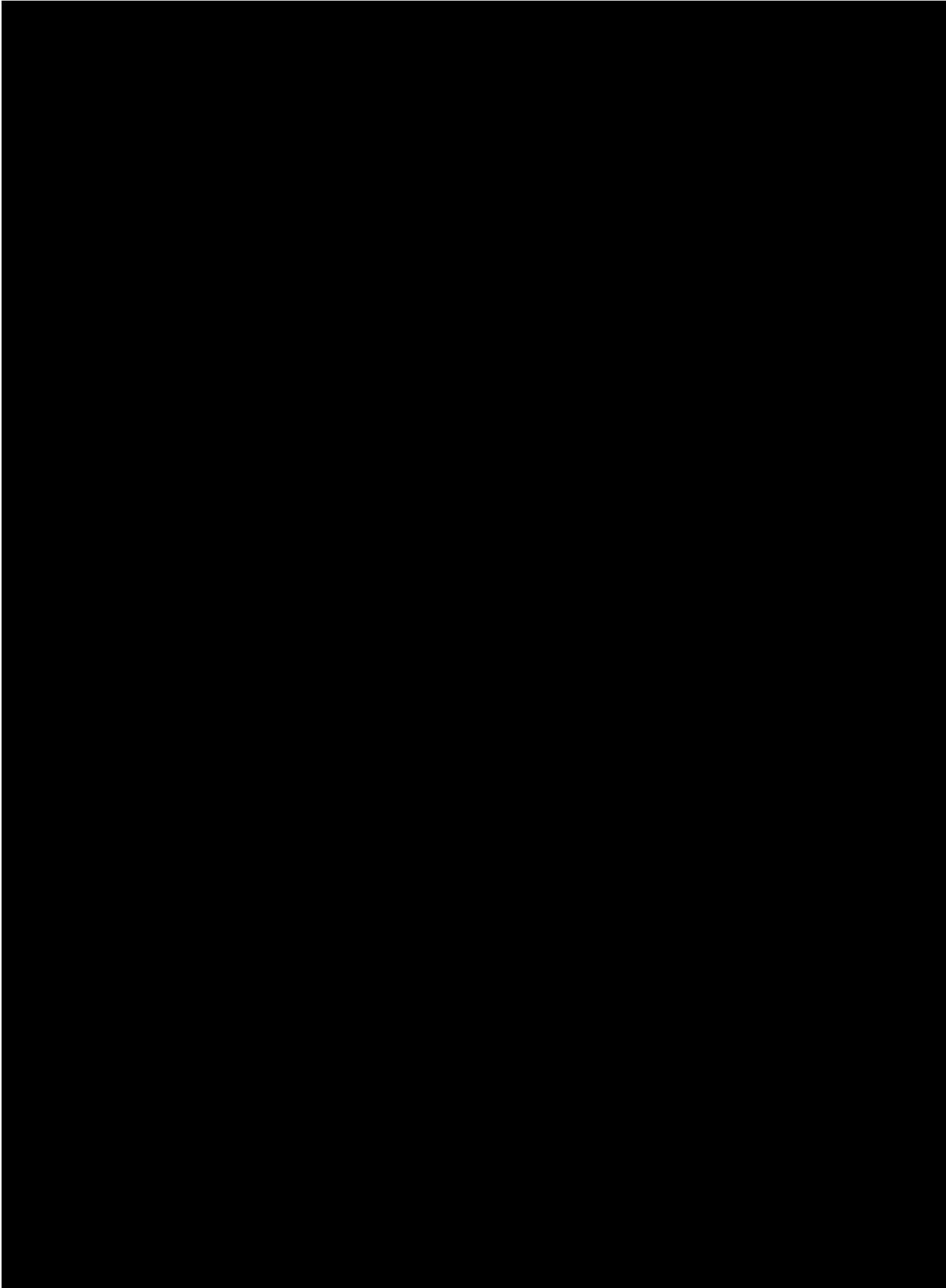


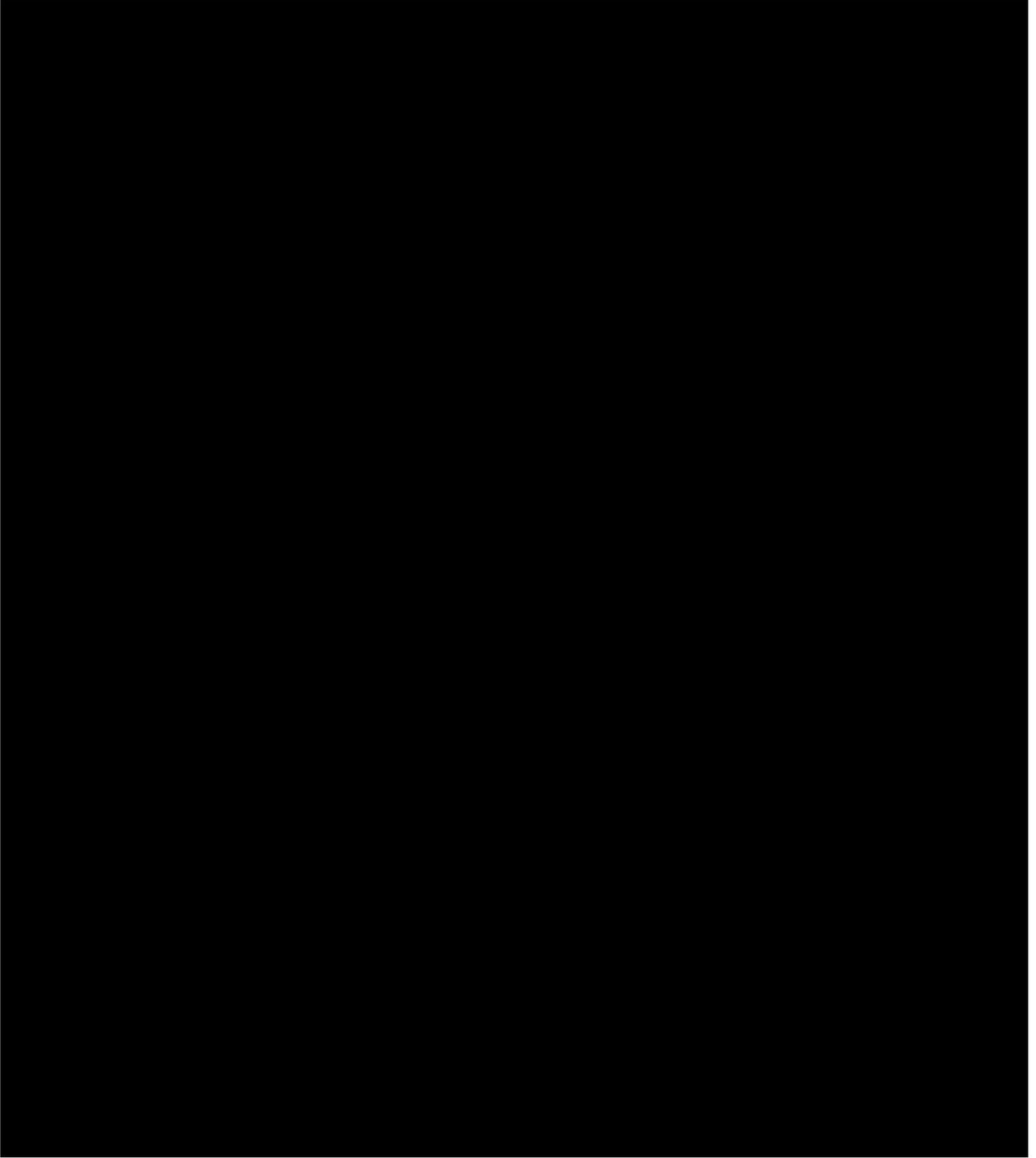


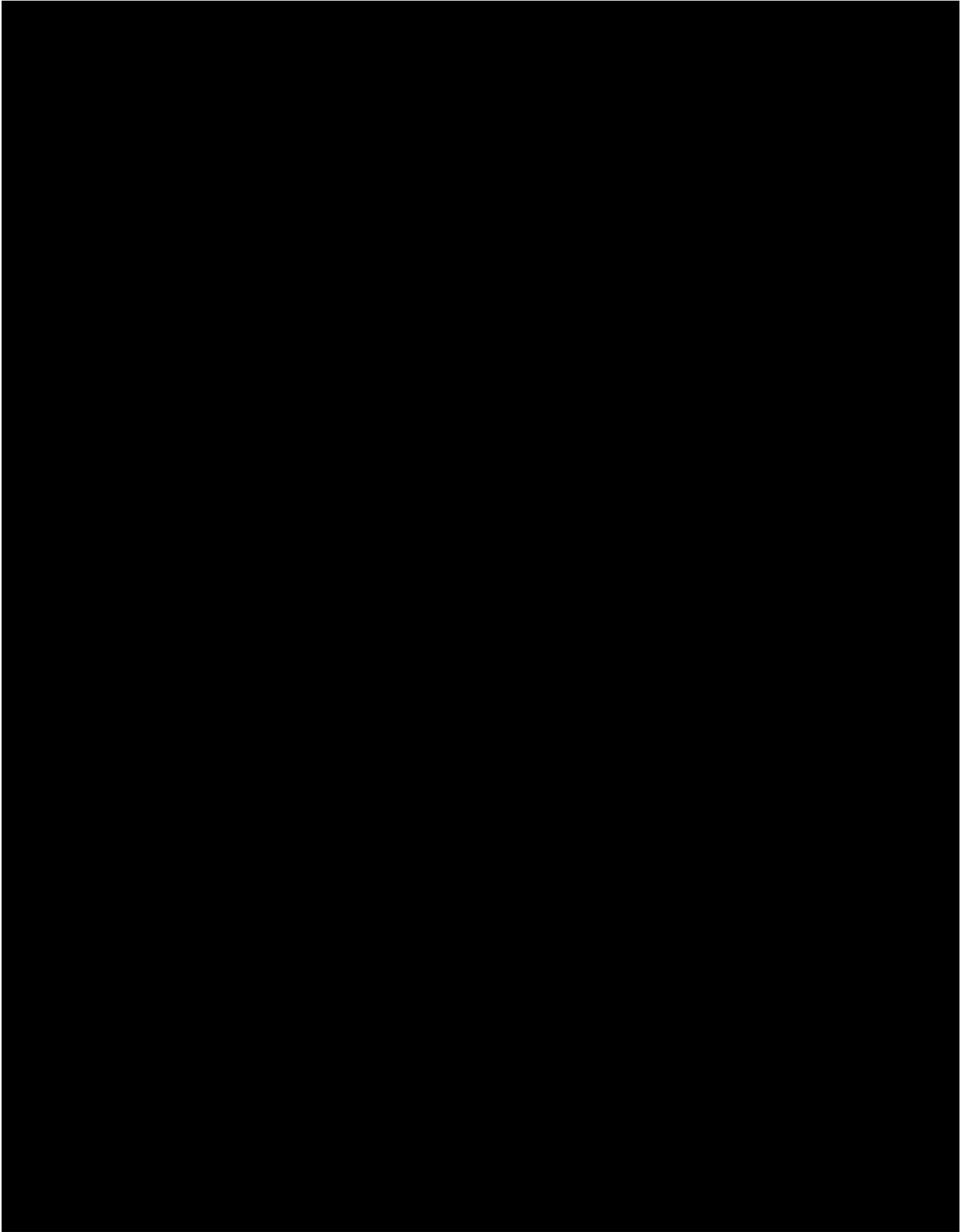


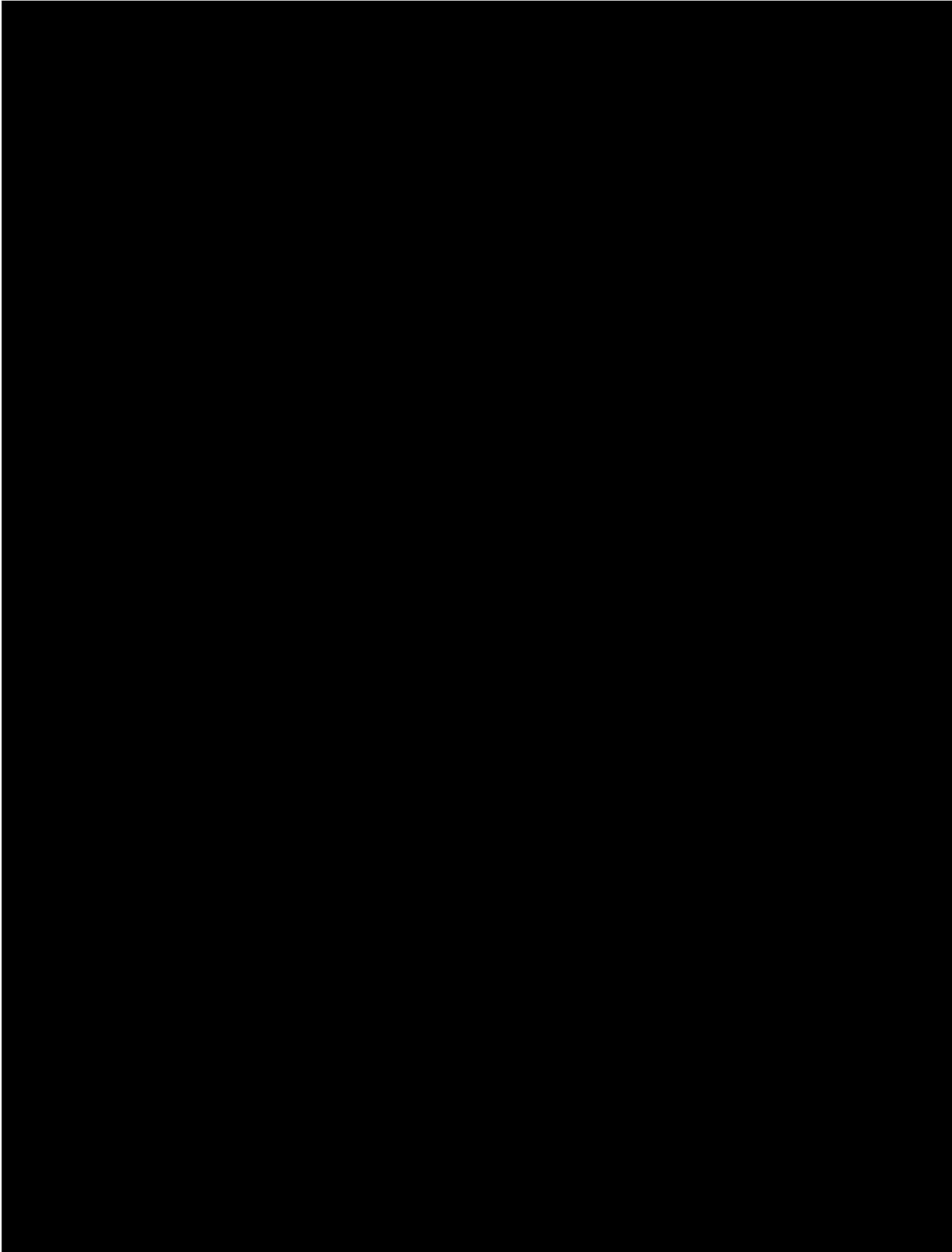


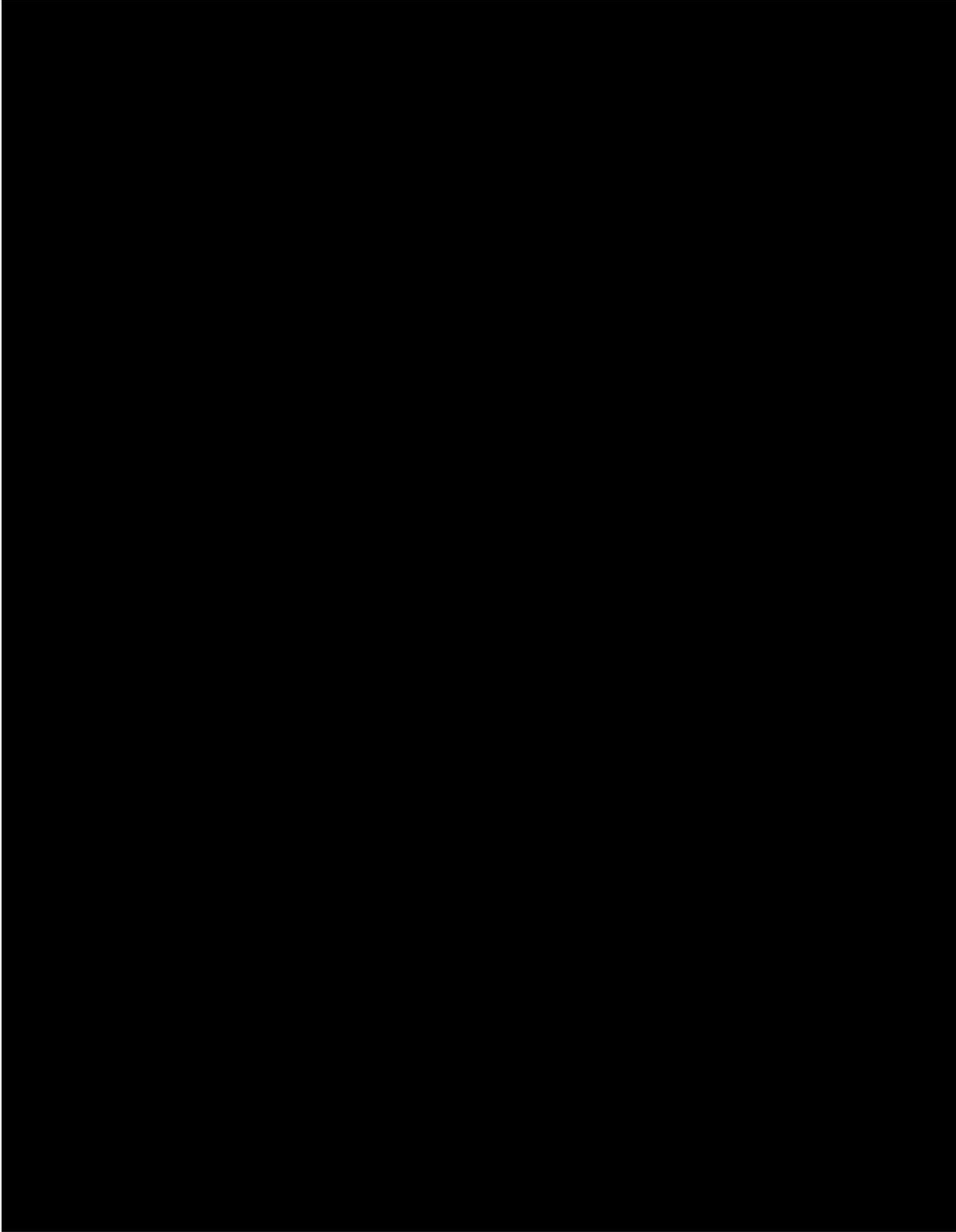


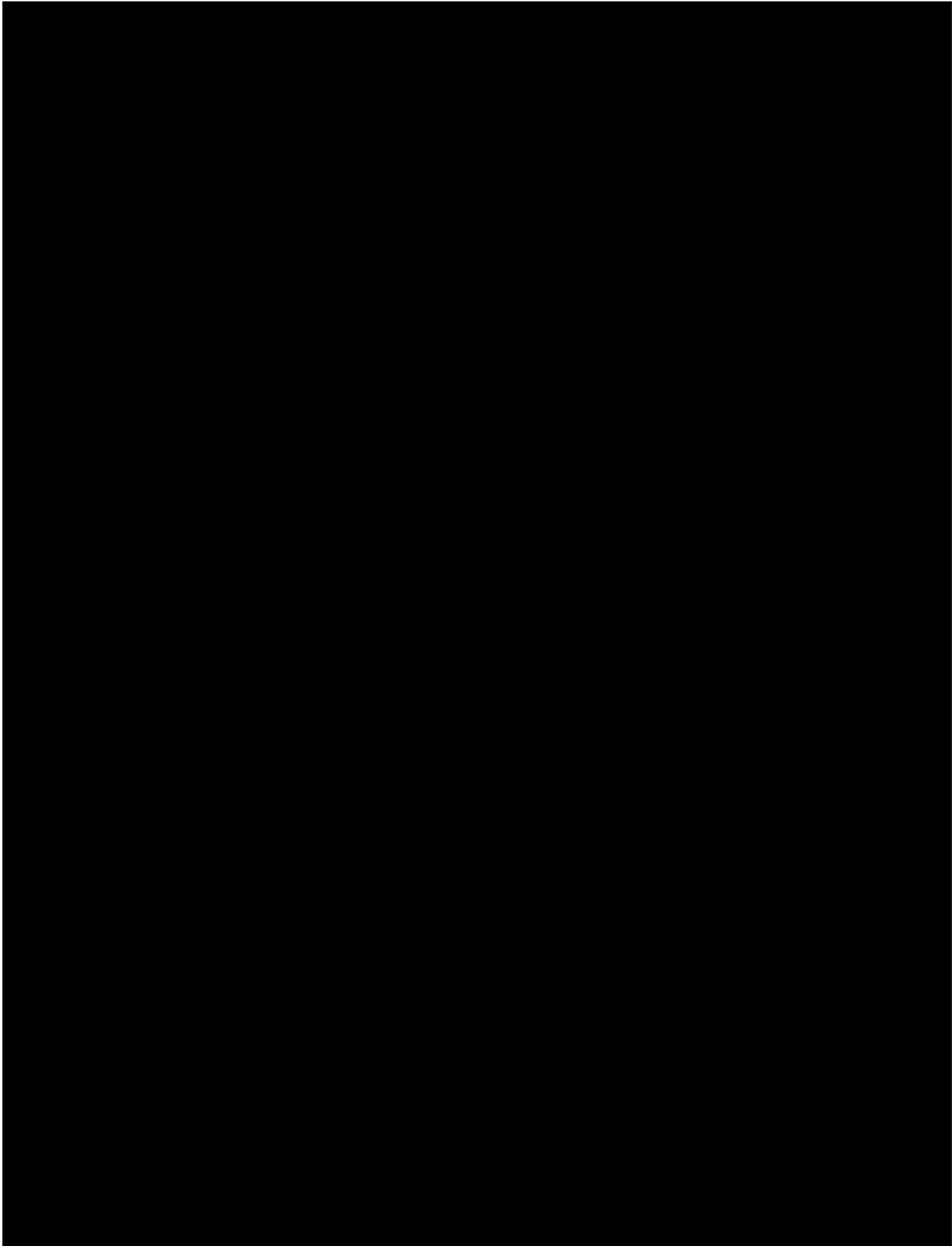


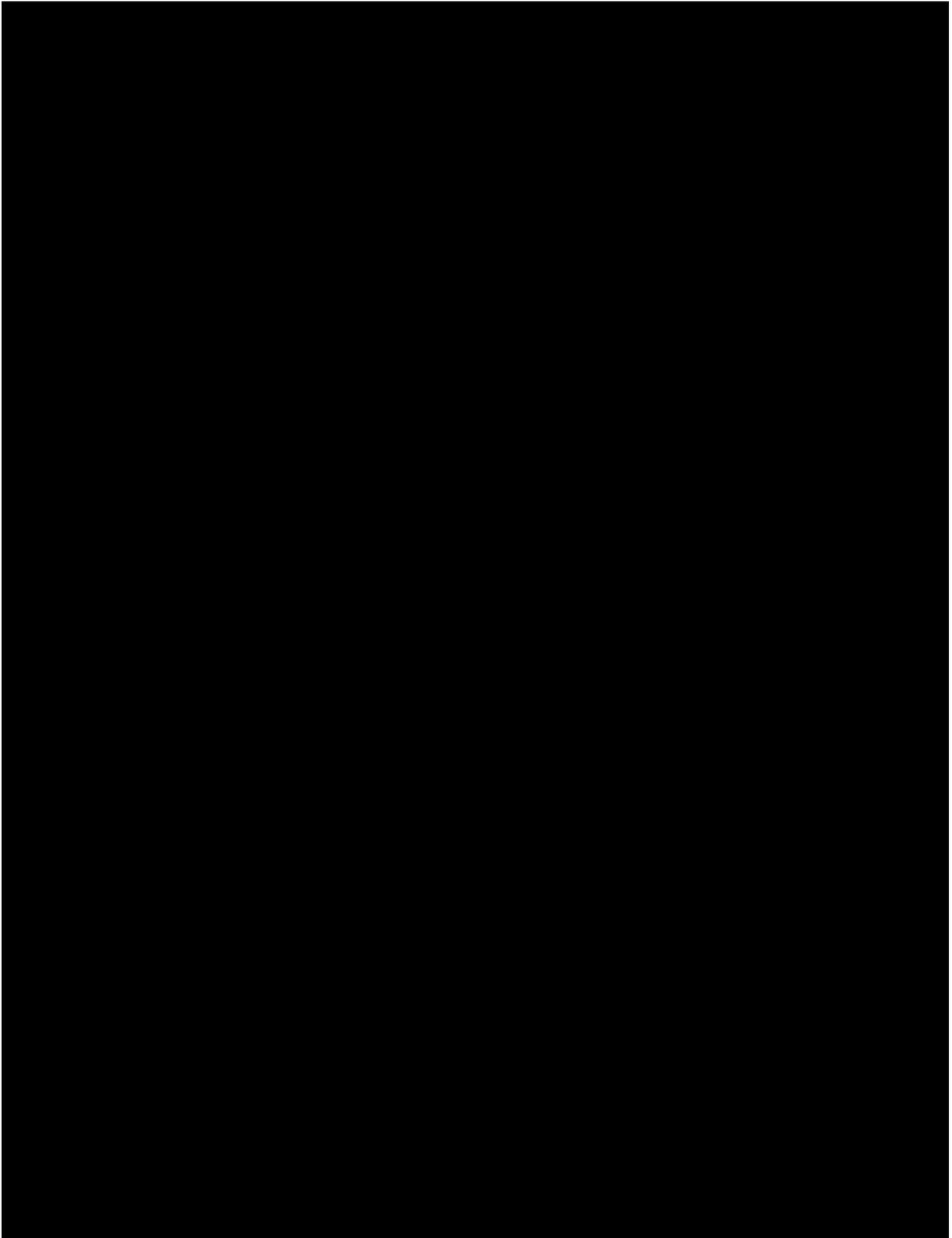


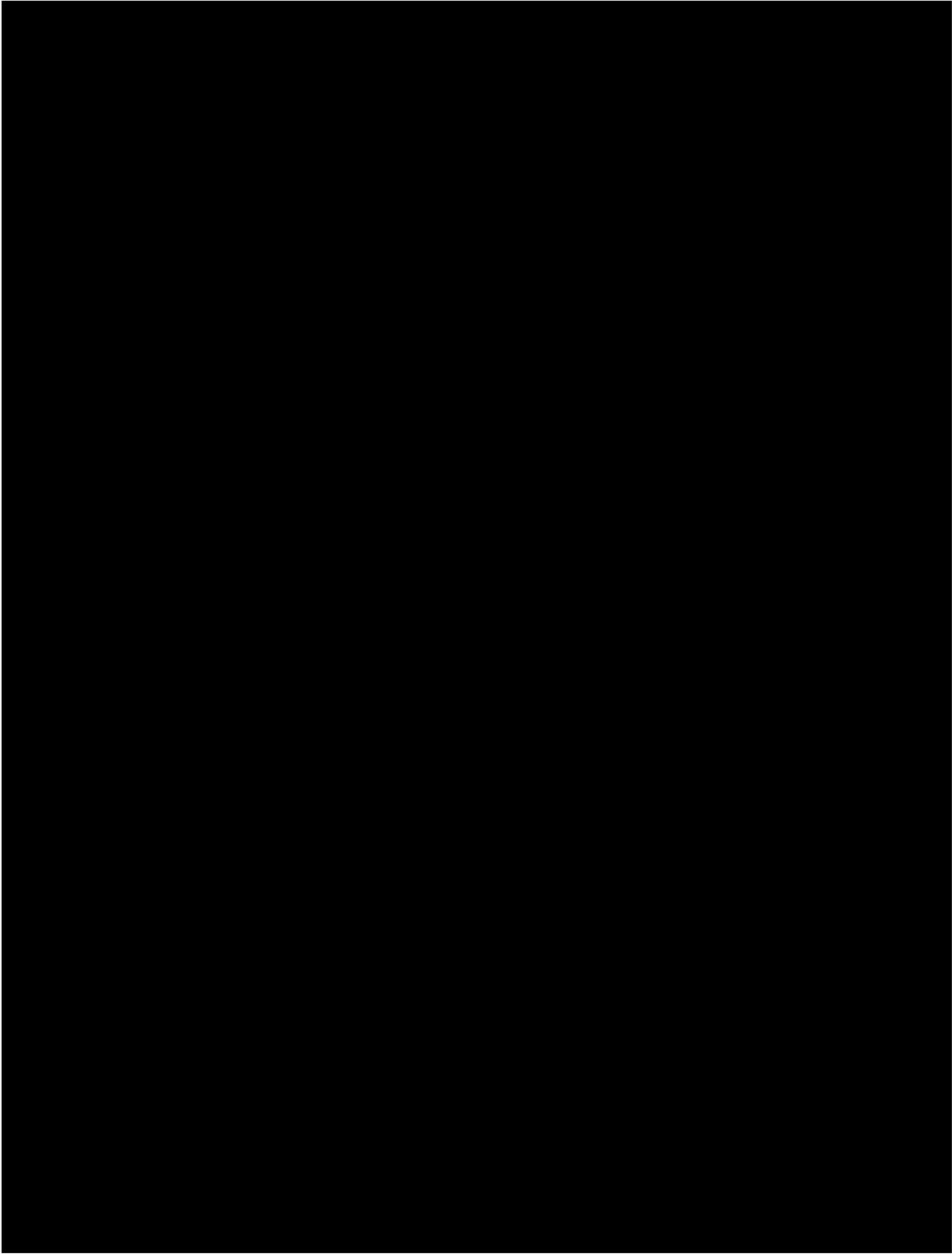


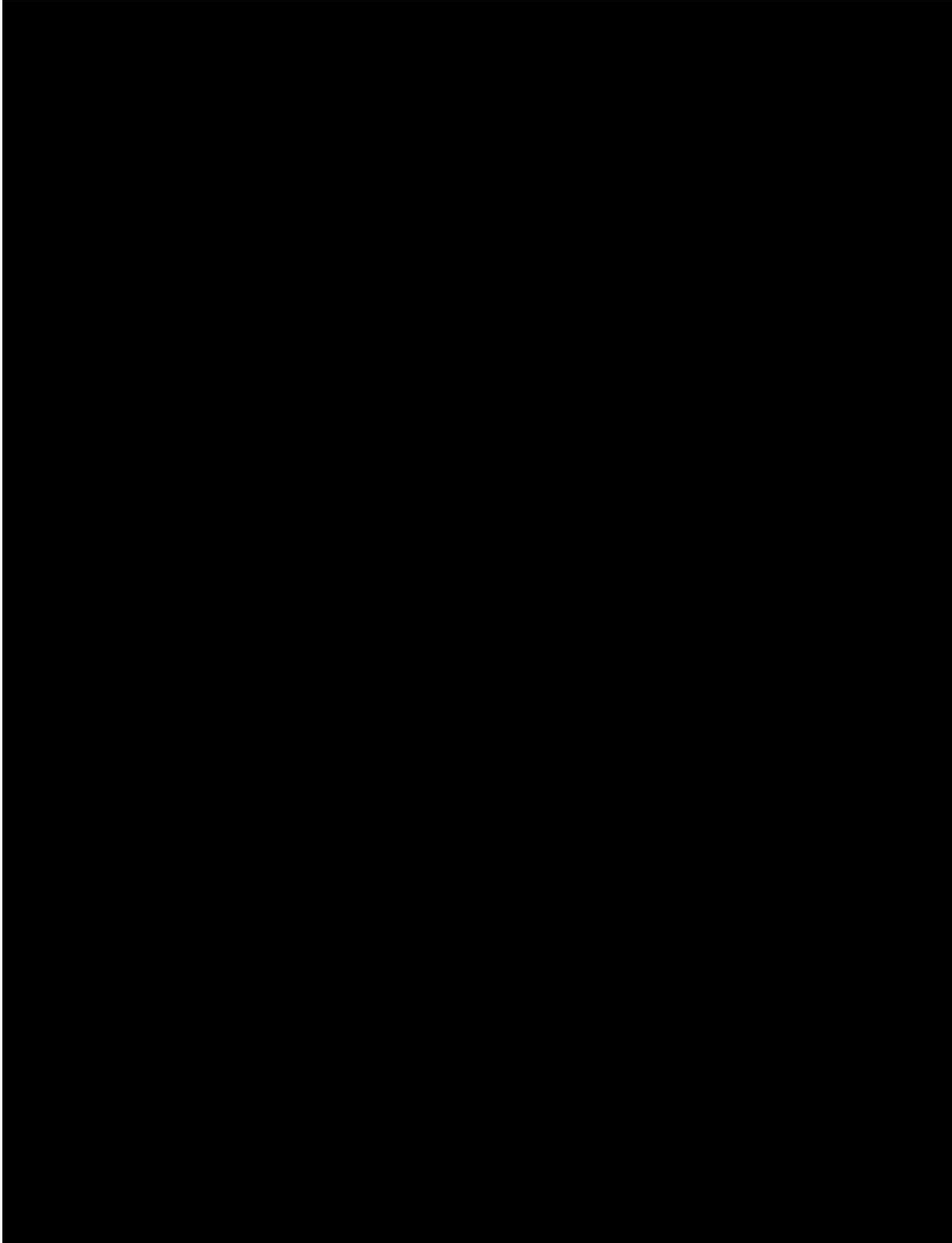


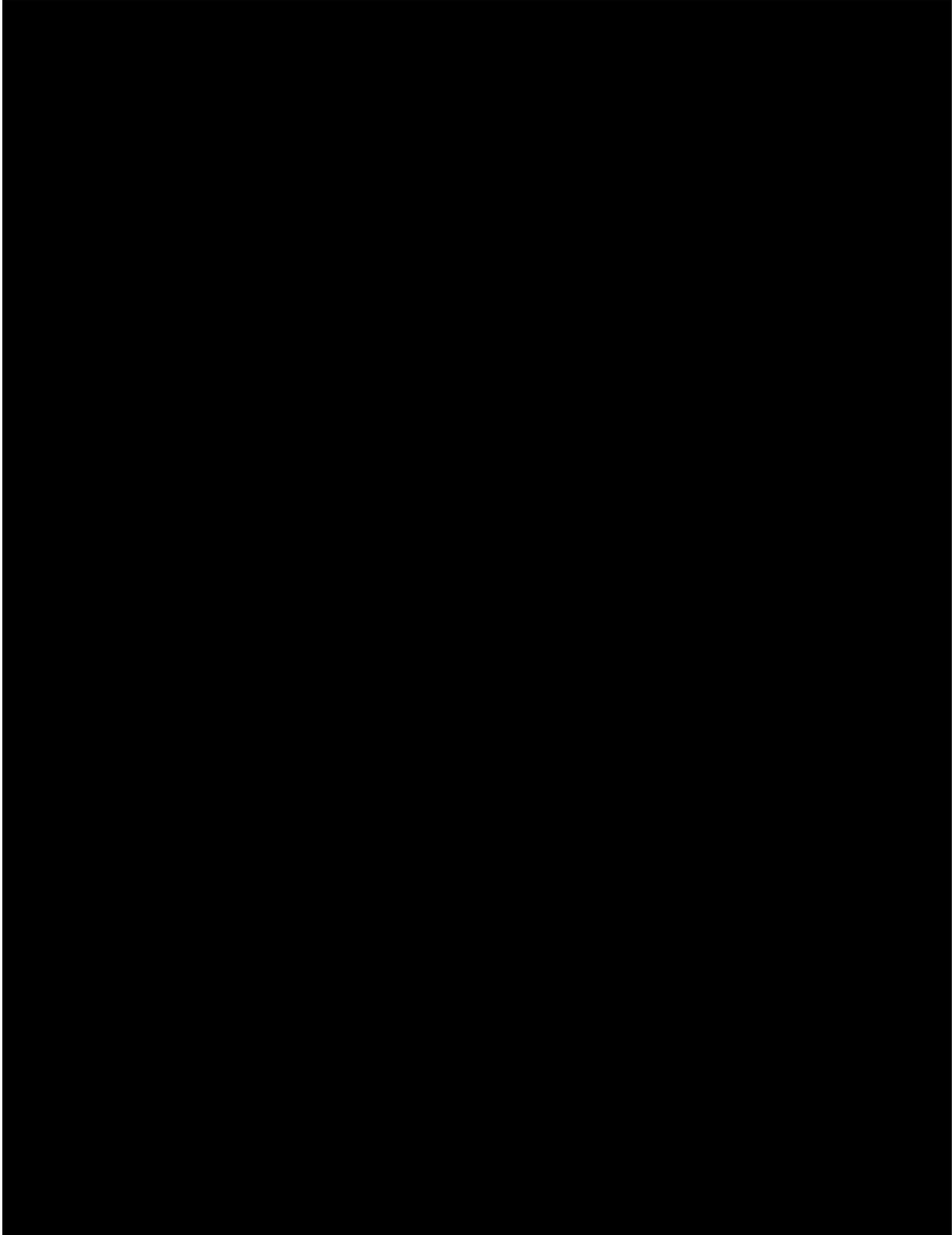


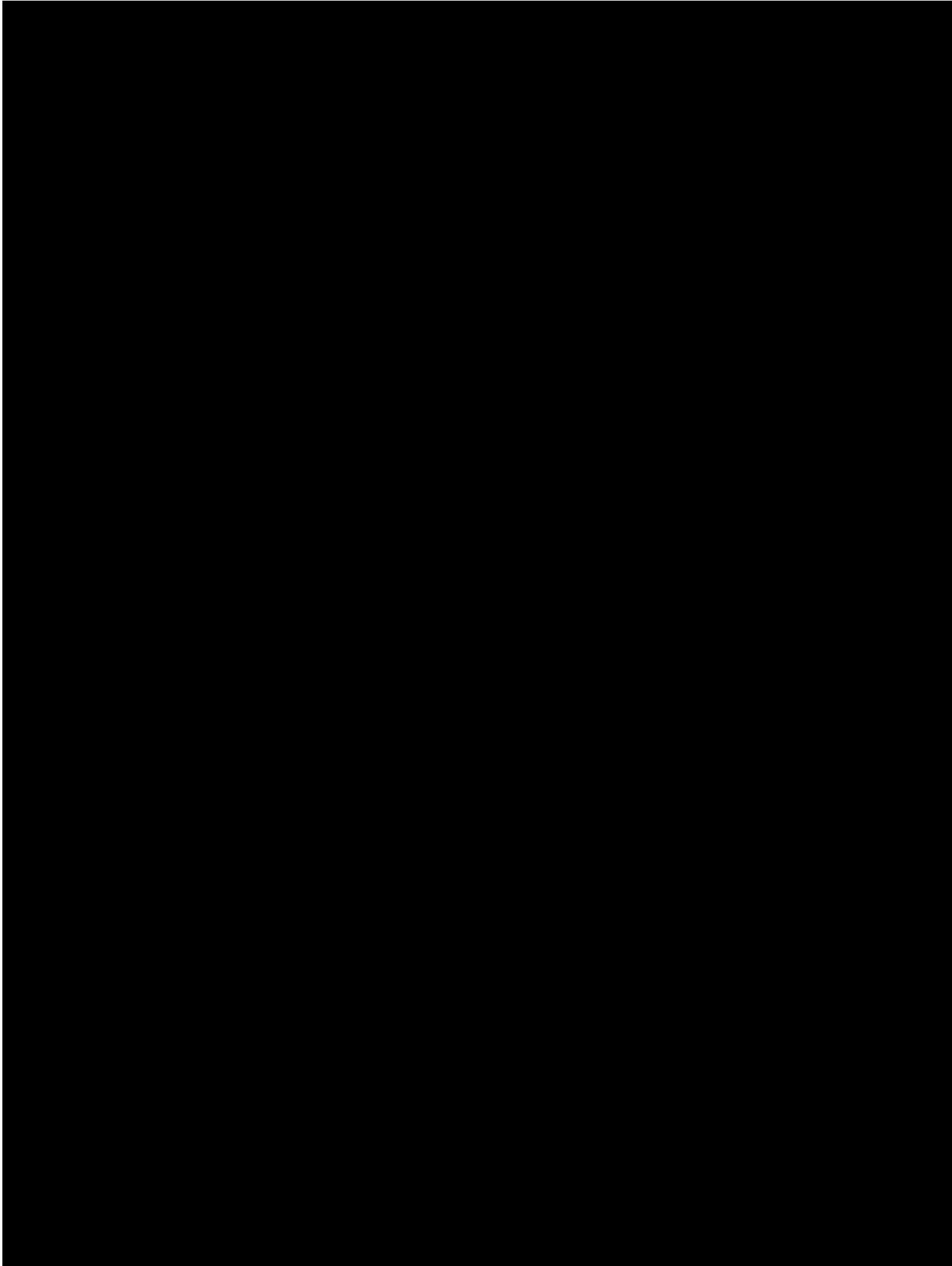


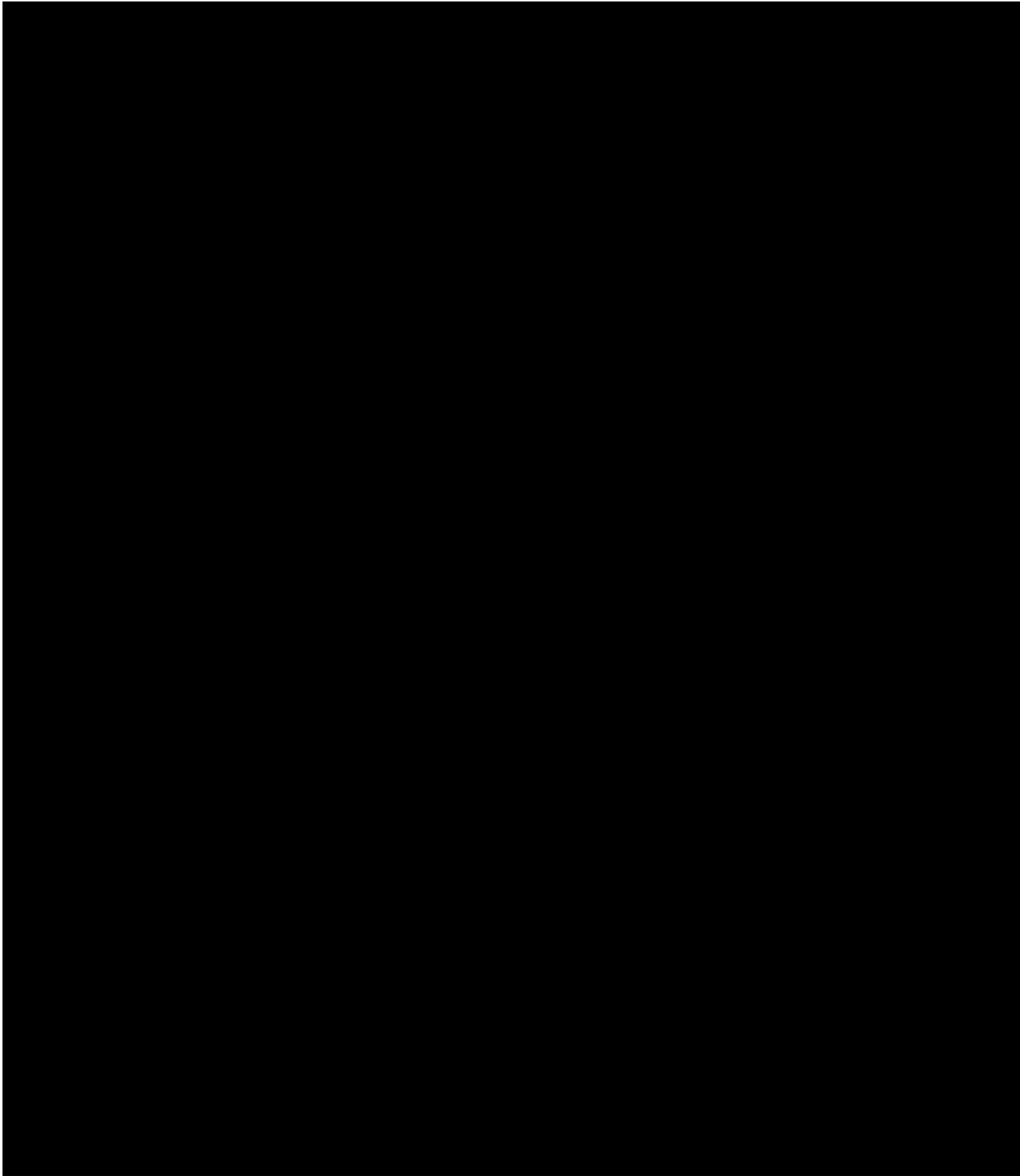






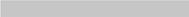






ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
1	1	State of Indiana HCM-Payroll Modernization Project	Mon 2/3/20	Mon 1/31/22								
2	1.1	Plan	Mon 2/3/20	Tue 3/31/20								
3	1.1.1	1050 Project Management	Mon 2/3/20	Fri 2/28/20								
4	1.1.1.1	1051 Mobilize Initial Team	Mon 2/3/20	Fri 2/28/20								
5	1.1.1.2	1055 Establish Governance	Mon 2/3/20	Fri 2/28/20								
6	1.1.1.3	1058 Engagement Management	Mon 2/3/20	Fri 2/28/20								
7	1.1.2	1200 Change Management	Mon 2/3/20	Fri 2/28/20								
8	1.1.2.1	1220 Develop Initial Communication Strategy	Mon 2/3/20	Fri 2/28/20								
9	1.1.2.2	1225 Develop Initial Plan Change Management	Mon 2/3/20	Fri 2/28/20								
10	1.1.3	1300 Technical Architecture	Mon 2/3/20	Fri 2/28/20								
11	1.1.3.1	1355 Establish Project SharePoint	Mon 2/3/20	Fri 2/28/20								
12	1.1.3.2	1360 Plan AESG instance	Mon 2/10/20	Fri 2/21/20								
13	1.1.4	DEL - Statement of Work	Mon 2/3/20	Fri 2/28/20								
14	1.1.5	DEL - Implementation Plan	Mon 2/3/20	Tue 3/31/20								
15	1.2	Payroll/ Absence Management Implementation	Mon 3/2/20	Thu 12/31/20								
16	1.2.1	2000 Initiate	Mon 3/2/20	Fri 5/29/20								
17	1.2.1.1	2050 Project Management	Mon 3/2/20	Fri 5/29/20								
18	1.2.1.1.1	2058 Engagement Management	Mon 3/2/20	Fri 5/29/20								
19	1.2.1.2	2100 Functional	Mon 3/2/20	Fri 5/29/20								
20	1.2.1.2.1	Review and Assess Compare Reports	Mon 3/2/20	Fri 5/29/20								
21	1.2.1.2.2	2121 Identify Application Requirements	Mon 3/2/20	Fri 5/29/20								
22	1.2.1.2.3	2127 Assess Process Gaps	Mon 3/2/20	Fri 5/29/20								
23	1.2.1.2.4	2142 Analyze User Roles	Mon 3/2/20	Fri 5/29/20								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
24	1.2.1.2.5	2155 Define RICEFW Inventories	Mon 3/2/20	Fri 5/29/20								
25	1.2.1.2.6	2175 Analyze Integration Solution	Mon 4/6/20	Fri 5/29/20								
26	1.2.1.2.7	2183 Plan System Test	Mon 5/4/20	Fri 5/29/20								
27	1.2.1.2.8	2185 Plan Performance Test	Mon 5/4/20	Fri 5/29/20								
28	1.2.1.2.9	2186 Plan Payroll Parallel Test	Mon 5/4/20	Fri 5/29/20								
29	1.2.1.2.1	2187 Plan User Acceptance Test	Mon 5/4/20	Fri 5/29/20								
30	1.2.1.2.1	2191 Confirm Application Analysis Deliverables	Mon 3/2/20	Fri 3/27/20								
31	1.2.1.2.1	T2199 Transition Application Analysis Deliverables	Mon 3/2/20	Fri 3/27/20								
32	1.2.1.3	2200 Change Management	Mon 3/2/20	Fri 5/29/20								
33	1.2.1.3.1	2225 Mobilize and Engage Change Network	Mon 3/2/20	Fri 5/29/20								
34	1.2.1.3.2	2229 Engage and Communicate with Stakeholders	Mon 3/2/20	Fri 5/29/20								
35	1.2.1.3.3	2233 Measure Change Progress	Mon 3/2/20	Fri 5/29/20								
36	1.2.1.3.4	2535 Analyze Training and Performance Support Needs	Mon 3/2/20	Fri 5/29/20								
37	1.2.1.3.5	6285 Support Change Adoption	Mon 3/2/20	Fri 5/29/20								
38	1.2.1.4	2300 Technical Architecture	Mon 3/2/20	Fri 5/29/20								
39	1.2.1.4.1	2300 Analyze Technical Architecture	Mon 3/2/20	Fri 3/27/20								
40	1.2.1.4.2	2321 Identify Technical Requirements	Mon 3/2/20	Fri 3/27/20								
41	1.2.1.4.3	2323 Define Application Architecture	Mon 3/2/20	Fri 3/27/20								
42	1.2.1.4.4	2325 Define Technical Architecture	Mon 3/2/20	Fri 3/27/20								
43	1.2.1.4.5	2327 Assess Technical Architecture Gaps	Mon 3/2/20	Fri 3/27/20								
44	1.2.1.4.6	2378 Support Technology and Work Environment	Mon 3/2/20	Fri 5/29/20								
45	1.2.1.4.7	2391 Confirm Technical Architecture Analysis Deliverables	Mon 3/2/20	Fri 5/29/20								
46	1.2.2	DEL - Project Management Plan	Thu 4/30/20	Thu 4/30/20								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
47	1.2.3	DEL - Upgrade Strategy & Plan	Fri 5/29/20	Fri 5/29/20								
48	1.2.4	3000 Adopt	Fri 5/29/20	Wed 9/30/20								
49	1.2.4.1	3050 Project Management	Mon 6/1/20	Mon 8/31/20								
50	1.2.4.1.1	3058 Engagement Management	Mon 6/1/20	Mon 8/31/20								
51	1.2.4.2	3100 Functional	Mon 6/1/20	Mon 8/31/20								
52	1.2.4.2.1	3125 Design Configuration	Mon 6/1/20	Mon 8/31/20								
53	1.2.4.2.2	3138 AESG Payroll/Absence Management Process Walkthrough	Mon 6/1/20	Fri 7/17/20								
54	1.2.4.2.3	3139 AESG Process Walkthrough/Business Process Redesign	Mon 6/1/20	Fri 7/17/20								
55	1.2.4.2.4	3147 Design Reports and Forms	Mon 6/1/20	Mon 8/31/20								
56	1.2.4.2.5	3155 Design Extensions (Leverage AESG Inventory)	Mon 6/1/20	Mon 8/31/20								
57	1.2.4.2.6	3165 Design Data Conversion (Leverage AESG Inventory)	Mon 6/1/20	Mon 8/31/20								
58	1.2.4.2.7	3167 Update/Design AESG Workflows	Mon 6/1/20	Mon 8/31/20								
59	1.2.4.2.8	3175 Design Integration Solution (Leverage AESG inventory)	Mon 6/1/20	Mon 8/31/20								
60	1.2.4.2.9	3176 Update AESG Design Security and Control	Mon 6/1/20	Mon 8/31/20								
61	1.2.4.2.1	3177 Design Batch Processing	Mon 6/1/20	Mon 8/31/20								
62	1.2.4.2.1	3182 Plan Assembly Test	Mon 6/1/20	Mon 8/31/20								
63	1.2.4.2.1	Cross-module Review of Solution	Mon 8/3/20	Mon 8/31/20								
64	1.2.4.2.1	3191 Confirm Application Design Deliverables	Mon 6/1/20	Mon 8/31/20								
65	1.2.4.2.1	T3199 Transition Application Design Deliverables	Mon 6/1/20	Mon 8/31/20								
66	1.2.4.3	3200 Change Management	Mon 6/1/20	Mon 8/31/20								
67	1.2.4.3.1	3210 Manage Change	Mon 6/1/20	Mon 8/31/20								
68	1.2.4.3.2	3220 Enable and Transform the Organization	Mon 6/1/20	Mon 8/31/20								
69	1.2.4.3.3	3259 Assess Business Readiness	Mon 6/1/20	Mon 8/31/20								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
70	1.2.4.3.4	3535 Design Training	Mon 6/1/20	Mon 8/31/20								
71	1.2.4.3.5	3545 Design Performance Support	Mon 6/1/20	Mon 8/31/20								
72	1.2.4.3.6	3555 Design Training Environment	Mon 6/1/20	Mon 8/31/20								
73	1.2.4.3.7	3565 Plan and Deliver Train The Trainer	Mon 6/1/20	Mon 8/31/20								
74	1.2.4.4	3300 Technical Architecture	Mon 6/1/20	Mon 8/31/20								
75	1.2.4.4.1	3345 Select and Design Development Environment	Mon 6/1/20	Mon 8/31/20								
76	1.2.4.4.2	3355 Select and Design Test Environment	Mon 6/1/20	Mon 8/31/20								
77	1.2.4.4.3	3365 Select and Design Operations Environment	Mon 6/1/20	Mon 8/31/20								
78	1.2.4.4.4	3382 Plan Technical Architecture Component and Assembly Test	Mon 6/1/20	Mon 8/31/20								
79	1.2.4.4.5	3391 Confirm Technical Architecture Design Deliverables	Mon 6/1/20	Mon 8/31/20								
80	1.2.4.4.6	T3399 Transition Technical Architecture Design Deliverables	Mon 6/1/20	Mon 8/31/20								
81	1.2.4.4.7	T2399 Transition Technical Architecture Analysis Deliverables	Mon 6/1/20	Mon 8/31/20								
82	1.2.4.5	DEL - Organizational Change Management Strategy & Plan	Fri 5/29/20	Fri 5/29/20								
83	1.2.4.6	DEL - Requirements Validation Document w/RICEFW Inventory	Tue 6/30/20	Tue 6/30/20								
84	1.2.4.7	DEL - Retrofit Validation Document	Fri 7/31/20	Fri 7/31/20								
85	1.2.4.8	DEL - Change Readiness Assessment 1	Mon 8/31/20	Mon 8/31/20								
86	1.2.4.9	DEL - Communication Strategy & Plan	Fri 7/31/20	Fri 7/31/20								
87	1.2.4.10	DEL - Future State Process Definition	Fri 7/31/20	Fri 7/31/20								
88	1.2.4.11	DEL - Position Definition Approach	Mon 8/31/20	Mon 8/31/20								
89	1.2.4.12	DEL - Agency Readiness Scorecard	Mon 8/31/20	Mon 8/31/20								
90	1.2.4.13	DEL - Test Management Strategy	Wed 9/30/20	Wed 9/30/20								
91	1.2.5	4000 Adapt	Tue 9/1/20	Thu 12/31/20								
92	1.2.5.1	4050 Project Management	Tue 9/1/20	Thu 12/31/20								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
93	1.2.5.1.1	4058 Engagement Management	Tue 9/1/20	Thu 12/31/20								
94	1.2.5.2	4100 Functional/Technical Build	Tue 9/1/20	Wed 12/30/20								
95	1.2.5.2.1	4125 Build Master Configuration	Tue 9/1/20	Wed 12/30/20								
96	1.2.5.2.2	4155 Perform Detailed Technical Design	Tue 9/1/20	Wed 12/30/20								
97	1.2.5.2.3	4183 Plan System and Integration Test	Tue 9/1/20	Wed 12/30/20								
98	1.2.5.2.4	4188 Build and Unit Test RICEFW Components	Tue 9/1/20	Wed 12/30/20								
99	1.2.5.2.5	4191 Confirm Application Build	Tue 9/1/20	Wed 12/30/20								
100	1.2.5.2.6	T4199 Transition Application Build	Tue 9/1/20	Wed 12/30/20								
101	1.2.5.3	4200 Change Management	Tue 9/1/20	Wed 12/30/20								
102	1.2.5.3.1	4210 Manage Change	Tue 9/1/20	Wed 12/30/20								
103	1.2.5.3.2	4220 Enable and Transform the Organization	Tue 9/1/20	Wed 12/30/20								
104	1.2.5.3.3	4535 Develop Training Materials	Tue 9/1/20	Wed 12/30/20								
105	1.2.5.3.4	4545 Develop Performance Support Materials	Tue 9/1/20	Wed 12/30/20								
106	1.2.5.3.5	4555 Develop Training Environment	Tue 9/1/20	Wed 12/30/20								
107	1.2.5.4	4300 Technical Architecture	Tue 9/1/20	Wed 12/30/20								
108	1.2.5.4.1	4345 Install and Build Development Environment	Tue 9/1/20	Wed 12/30/20								
109	1.2.5.4.2	4355 Install and Build Execution Environment	Tue 9/1/20	Wed 12/30/20								
110	1.2.5.4.3	4365 Install and Build Operations Environment	Tue 9/1/20	Wed 12/30/20								
111	1.2.5.4.4	4391 Confirm Technical Architecture Build	Tue 9/1/20	Wed 12/30/20								
112	1.2.5.4.5	T4399 Transition Technical Architecture Build	Tue 9/1/20	Wed 12/30/20								
113	1.2.5.5	DEL - Security Management Plan	Wed 9/30/20	Wed 9/30/20								
114	1.2.5.6	DEL - End-User Training Strategy & Plan	Wed 9/30/20	Wed 9/30/20								
115	1.2.5.7	DEL - Solution Configuration Design & Build	Fri 10/30/20	Fri 10/30/20								

Project: Attachment F5 Project Date: Tue 10/29/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
116	1.2.5.8	DEL - RICEFW Design Specifications 1	Fri 10/30/20	Fri 10/30/20								
117	1.2.5.9	DEL - RICEFW Design Specifications 2	Mon 11/30/20	Mon 11/30/20								
118	1.2.5.10	DEL - Change Readiness Assessment 2	Mon 11/30/20	Mon 11/30/20								
119	1.2.5.11	DEL - Parallel Payroll Test Plan	Thu 12/31/20	Thu 12/31/20								
120	1.3	HCM Upgrade	Mon 3/2/20	Thu 12/31/20								
121	1.3.1	Upgrade Environment Preparation Steps	Mon 3/2/20	Fri 3/27/20								
122	1.3.1.1	Provision PeopleSoft Infrastructure-VMs	Mon 3/2/20	Fri 3/27/20								
123	1.3.1.2	Provision PeopleSoft Database	Mon 3/2/20	Fri 3/27/20								
124	1.3.1.3	Receive HCM 9.1 Copy of Production	Mon 3/2/20	Fri 3/27/20								
125	1.3.1.4	Install PeopleTools 8.57.X	Mon 3/2/20	Fri 3/27/20								
126	1.3.1.5	Install HCM 9.2	Mon 3/2/20	Fri 3/27/20								
127	1.3.1.6	Create HCM 9.2 Demo	Mon 3/2/20	Fri 3/27/20								
128	1.3.1.7	Install the latest HCM PUM Image	Mon 3/2/20	Fri 3/27/20								
129	1.3.1.8	Compare Report Review (current production v. HCM 9.2)	Mon 3/2/20	Fri 3/27/20								
130	1.3.2	Transition Upgrade Prep	Mon 3/2/20	Fri 3/6/20								
131	1.3.2.1	Verify the new release software installation and configuration	Wed 4/1/20	Tue 4/7/20								
132	1.3.2.2	Verify the Copy of Production (Target database for the upgrade)	Wed 4/1/20	Tue 4/7/20								
133	1.3.2.3	Apply Required fixes for upgrade to PeopleTools 8.57.X and HCM 9.2	Wed 4/1/20	Tue 4/7/20								
134	1.3.2.4	Configure the PT8.57.X upgrade change assistant template	Wed 4/1/20	Tue 4/7/20								
135	1.3.3	Transition Upgrade: HCM 9.1 to HCM 9.2 Application and PeopleTools 8.57.X	Mon 3/9/20	Fri 4/24/20								
136	1.3.3.1	Planning Application Upgrade	Wed 4/8/20	Tue 5/26/20								
137	1.3.3.2	Prepare Database for Upgrade	Wed 4/8/20	Tue 5/26/20								
138	1.3.3.3	Create Current Release Compare Report (9.2 UPG to 9.2 DMO)	Wed 4/8/20	Tue 5/26/20								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
139	1.3.3.4	Apply PeopleTools Changes	Wed 4/8/20	Tue 5/26/20								
140	1.3.3.5	Run and Review Compare Reports	Wed 4/8/20	Tue 5/26/20								
141	1.3.3.6	Create NEW Release Compare Report (9.1 UPG to 9.2 DMO)	Wed 4/8/20	Tue 5/26/20								
142	1.3.3.7	Create SQR/SQC Impact Analysis Report	Wed 4/8/20	Tue 5/26/20								
143	1.3.3.8	Create PS Query Impact Analysis Report	Wed 4/8/20	Tue 5/26/20								
144	1.3.3.9	Apply Application Changes	Wed 4/8/20	Tue 5/26/20								
145	1.3.3.10	Drop/Keep Analysis for Customizations [No Drop for Transition Upgrade]	Wed 4/8/20	Tue 5/26/20								
146	1.3.3.11	Clone UPG9.2 to DEV9.2 for Retrofits	Wed 4/8/20	Tue 5/26/20								
147	1.3.3.12	Development Retrofit effort	Wed 4/8/20	Tue 5/26/20								
148	1.3.3.13	Continue Applying Application Changes	Wed 4/8/20	Tue 5/26/20								
149	1.3.3.14	Complete Database Changes	Wed 4/8/20	Tue 5/26/20								
150	1.3.4	Create IUP92 instance	Mon 4/27/20	Fri 5/1/20								
151	1.3.4.1	Extract the PeopleTools tables from UPG9.2 instance using data mover	Wed 5/27/20	Tue 6/2/20								
152	1.3.4.2	Package Transition IUP in preparation for MTP1	Wed 5/27/20	Tue 6/2/20								
153	1.3.4.3	Import into the IUP92 instance	Wed 5/27/20	Tue 6/2/20								
154	1.3.4.4	Perform the build and database check tasks	Wed 5/27/20	Tue 6/2/20								
155	1.3.5	Destination Upgrade Prep	Mon 5/4/20	Fri 5/8/20								
156	1.3.5.1	Clone UPG9.1 to HCMUPG92	Wed 6/3/20	Tue 6/9/20								
157	1.3.5.2	Verify the current release software installation and configuration	Wed 6/3/20	Tue 6/9/20								
158	1.3.5.3	Verify the new release software installation and configuration	Wed 6/3/20	Tue 6/9/20								
159	1.3.5.4	Verify the Copy of Production (Target database for the upgrade)	Wed 6/3/20	Tue 6/9/20								
160	1.3.5.5	Apply Required fixes to 8.57.X and HCMUPG92	Wed 6/3/20	Tue 6/9/20								
161	1.3.5.6	Create new release demo (HCMUPG92) PIA, Appserver, Process Scheduler	Wed 6/3/20	Tue 6/9/20								

Project: Attachment F5 Project Date: Tue 10/29/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
162	1.3.5.7	Configure the PT8.57.X upgrade change assistant template	Wed 6/3/20	Tue 6/9/20								
163	1.3.6	Destination Upgrade: HCM 9.1 to 9.2 Application and PeopleTools 8.57.X	Mon 5/11/20	Fri 5/29/20								
164	1.3.6.1	Plan Application Upgrade	Wed 6/10/20	Tue 6/30/20								
165	1.3.6.2	Prepare Database for Upgrade	Wed 6/10/20	Tue 6/30/20								
166	1.3.6.3	Create Current Release Compare Report (9.1 UPG to 9.2 DMO)	Wed 6/10/20	Tue 6/30/20								
167	1.3.6.4	Apply PeopleTools Changes	Wed 6/10/20	Tue 6/30/20								
168	1.3.6.5	Run and Review Compare Reports	Wed 6/10/20	Tue 6/30/20								
169	1.3.6.6	Create NEW Release Compare Report (9.1 UPG to 9.2 DMO)	Wed 6/10/20	Tue 6/30/20								
170	1.3.6.7	Apply Application Changes	Wed 6/10/20	Tue 6/30/20								
171	1.3.6.8	Drop/Keep Analysis for Customizations	Wed 6/10/20	Tue 6/30/20								
172	1.3.6.9	Clone UPG92 to DEV92 for Retrofits	Wed 6/10/20	Tue 6/30/20								
173	1.3.6.10	Development Retrofit effort (Record, Record Fields, Translates, Fields)	Wed 6/10/20	Tue 6/30/20								
174	1.3.6.11	Apply Application Changes	Wed 6/10/20	Tue 6/30/20								
175	1.3.6.12	Complete Database Changes	Wed 6/10/20	Tue 6/30/20								
176	1.3.6.13	Cross-module Review of Solution	Tue 9/1/20	Thu 12/31/20								
177	1.4	Validate	Mon 1/4/21	Wed 6/30/21								
178	1.4.1	5050 Project Management	Mon 1/4/21	Wed 6/30/21								
179	1.4.1.1	5058 Engagement Management	Mon 1/4/21	Wed 6/30/21								
180	1.4.2	5200 Change Management	Mon 1/4/21	Wed 6/30/21								
181	1.4.2.1	5210 Manage Change	Mon 1/4/21	Wed 6/30/21								
182	1.4.2.2	5220 Enable and Transform the Organization	Mon 1/4/21	Wed 6/30/21								
183	1.4.2.3	5535 Prepare for Deployment of Training and Performance Support	Mon 1/4/21	Wed 6/30/21								
184	1.4.2.4	5538 Test Training and Performance Support	Mon 1/4/21	Wed 6/30/21								

Project: Attachment F5 Project Date: Tue 10/29/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
185	1.4.2.5	5555 Test Training Environment	Mon 1/4/21	Wed 6/30/21								
186	1.4.3	5300 Technical Architecture	Mon 1/4/21	Wed 6/30/21								
187	1.4.3.1	5310 Technical Support Testing	Mon 1/4/21	Wed 6/30/21								
188	1.4.3.2	5328 Prepare and Execute Technical Architecture Assembly Test	Mon 1/4/21	Wed 6/30/21								
189	1.4.3.3	5391 Confirm Tested Technical Architecture	Mon 1/4/21	Wed 6/30/21								
190	1.4.3.4	T5399 Transition Tested Technical Architecture	Mon 1/4/21	Wed 6/30/21								
191	1.4.4	5100 Functional/Technical Testing	Mon 1/4/21	Wed 6/30/21								
192	1.4.4.1	5148 Prepare and Execute System Test	Mon 1/4/21	Wed 6/30/21								
193	1.4.4.2	5155 Prepare and Execute Integration Test	Mon 1/4/21	Wed 6/30/21								
194	1.4.4.3	5158 Prepare and Execute Performance Test	Mon 1/4/21	Wed 6/30/21								
195	1.4.4.4	5168 Perform Mock Conversion	Mon 1/4/21	Wed 6/30/21								
196	1.4.4.5	5171 Confirm Product-tested Application	Mon 1/4/21	Wed 6/30/21								
197	1.4.4.6	5173 Perform Parallel Payroll Test	Mon 1/4/21	Wed 6/30/21								
198	1.4.4.7	T5179 Transition Product-tested Application	Mon 1/4/21	Wed 6/30/21								
199	1.4.4.8	5188 Prepare and Execute User Acceptance Test	Mon 1/4/21	Wed 6/30/21								
200	1.4.4.9	5191 Confirm Acceptance-tested Application	Mon 1/4/21	Wed 6/30/21								
201	1.4.4.10	T5199 Transition Acceptance-tested Application	Mon 1/4/21	Wed 6/30/21								
202	1.4.5	DEL - RICEFW Build Specifications 1	Fri 1/29/21	Fri 1/29/21								
203	1.4.6	DEL - RICEFW Build Specifications 2	Fri 2/26/21	Fri 2/26/21								
204	1.4.7	DEL - RICEFW Build Specifications 2	Wed 3/31/21	Wed 3/31/21								
205	1.4.8	DEL - Change Readiness Assessment 3	Wed 3/31/21	Wed 3/31/21								
206	1.4.9	DEL - Train-the-Trainer Materials	Fri 4/30/21	Fri 4/30/21								
207	1.4.10	DEL - System Integration Test Results 1	Fri 4/30/21	Fri 4/30/21								

Project: Attachment F5 Project Date: Tue 10/29/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
208	1.4.11	DEL - System Integration Test Results 2	Mon 5/31/21	Mon 5/31/21								
209	1.4.12	DEL - Parallel Payroll Test Results	Mon 5/31/21	Mon 5/31/21								
210	1.4.13	DEL - Mock Conversion Validation Results	Mon 5/31/21	Mon 5/31/21								
211	1.4.14	DEL - System Integration Test Results 3	Wed 6/30/21	Wed 6/30/21								
212	1.4.15	DEL - Post Go-Live Support Plan	Wed 6/30/21	Wed 6/30/21								
213	1.4.16	DEL - Training Materials Complete	Wed 6/30/21	Wed 6/30/21								
214	1.4.17	DEL - Final Go/No-Go Checklist	Wed 6/30/21	Wed 6/30/21								
215	1.5	Deploy	Thu 7/1/21	Fri 7/30/21								
216	1.5.1	6050 Project Management	Thu 7/1/21	Fri 7/30/21								
217	1.5.1.1	Engagement Management	Thu 7/1/21	Fri 7/30/21								
218	1.5.2	6100 Change Management	Thu 7/1/21	Fri 7/30/21								
219	1.5.2.1	6210 Manage Change	Thu 7/1/21	Fri 7/30/21								
220	1.5.2.2	6220 Enable and Transform the Organization	Thu 7/1/21	Fri 7/30/21								
221	1.5.2.3	6230 Establish Training Schedule and Participants	Thu 7/1/21	Fri 7/30/21								
222	1.5.2.4	6240 Conduct Training	Thu 7/1/21	Fri 7/30/21								
223	1.5.2.5	6250 Evaluate Outcome	Thu 7/1/21	Fri 7/30/21								
224	1.5.2.6	6260 Assess Need for Re-Training	Thu 7/1/21	Fri 7/30/21								
225	1.5.3	Functional/Technical	Thu 7/1/21	Fri 7/30/21								
226	1.5.3.1	6101 Plan for Deployment	Thu 7/1/21	Fri 7/30/21								
227	1.5.3.2	6110 Prepare for Deployment	Thu 7/1/21	Fri 7/30/21								
228	1.5.3.3	6118 Prepare for Migration	Thu 7/1/21	Fri 7/30/21								
229	1.5.3.4	6119 Prepare for Production Simulation	Thu 7/1/21	Fri 7/30/21								
230	1.5.3.5	6121 Authorize Deployment	Thu 7/1/21	Fri 7/30/21								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
231	1.5.3.6	6111 Assess Go-Live Readiness	Thu 7/1/21	Fri 7/30/21								
232	1.5.3.7	6133 Set Up Deployment Environment	Thu 7/1/21	Fri 7/30/21								
233	1.5.3.8	6135 Convert Data	Thu 7/1/21	Fri 7/30/21								
234	1.5.3.9	6137 Migrate to Production	Thu 7/1/21	Fri 7/30/21								
235	1.5.3.10	6147 Execute Go-Live Plan	Thu 7/1/21	Fri 7/30/21								
236	1.5.3.11	6148 Perform Operational Readiness Test	Thu 7/1/21	Fri 7/30/21								
237	1.5.3.12	6195 Confirm Deployed Application	Thu 7/1/21	Fri 7/30/21								
238	1.5.3.13	6146 Fine Tune Application	Thu 7/1/21	Fri 7/30/21								
239	1.5.4	DEL - Deployment Cutover Plan	Fri 7/30/21	Fri 7/30/21								
240	1.5.5	DEL - Change Readiness Assessment 4	Fri 7/30/21	Fri 7/30/21								
241	1.5.6	DEL - Final Sign Off of Complete Implementation (Hold Back Payment)	Fri 7/30/21	Fri 7/30/21								
242	1.6	Post Go-Live Support	Mon 8/2/21	Mon 1/31/22								
243	1.6.1	Post Go-Live Support	Mon 8/2/21	Mon 1/31/22								
244	1.6.1.1	6167 Support Production Environment	Mon 8/2/21	Mon 1/31/22								
245	1.6.1.2	PGLS Team	Mon 8/2/21	Mon 1/31/22								
246	1.6.1.2.1	Ticket Resolution Support - Post Go-Live Support	Mon 8/2/21	Mon 1/31/22								
247	1.6.1.2.2	Manage Application Team - Post Go-Live Support	Mon 8/2/21	Mon 1/31/22								
248	1.6.2	PUM Strategy	Mon 8/2/21	Mon 1/31/22								
249	1.6.3	PUM Update	Mon 12/6/21	Mon 1/31/22								
250	1.6.4	DEL - Knowledge Transfer Plan Summary	Mon 8/2/21	Mon 8/2/21								
251	1.6.5	DEL - Post Go-Live Status Report	Mon 8/2/21	Mon 8/2/21								
252	1.6.6	DEL - Post Go-Live Status Report	Thu 9/30/21	Thu 9/30/21								
253	1.6.7	DEL - Post Go-Live Status Report	Fri 10/29/21	Fri 10/29/21								

Project: Attachment F5 Project
Date: Tue 10/29/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	WBS	Task Name	Start	Finish	Jul 3, '16							
					T	F	S	S	M	T	W	
254	1.6.8	DEL - Post Go-Live Status Report	Tue 11/30/21	Tue 11/30/21								
255	1.6.9	DEL - Post Go-Live Status Report	Fri 12/31/21	Fri 12/31/21								
256	1.6.10	DEL - Project Closeout Report/Status Report	Mon 1/31/22	Mon 1/31/22								

Project: Attachment F5 Project Date: Tue 10/29/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

Technical Proposal

RFP 19-105 Attachment F6 - Staffing Plan Template

Instructions for this Workbook

Staffing Plan Template Instructions

This Staffing Plan should include all resources required to implement the entire proposed scope of services including a) all requirements committed to be met in Attachments F1, F2 and F3, b) those implied by the process, solutions and infrastructure definitions in various attachments, and c) future process definitions submitted in the vendor proposal.

Staffing estimates must include all hours expected from all sources including the Vendor, State, Vendor Partners and Third Parties.

This Staffing Plan Template must include all hours for non-infrastructure and non-hardware related activities required to fully implement the solution represented in the proposal.

Additional information can be provided beyond what is included in the Staffing Plan Template. The additional information must be referenced and described in "Additional Information" worksheets.

All information in this Staffing Plan Template should be consistent with the Approach, Project Plan, Statement of Work and Cost Proposal templates

State reserves the right to contact Vendors on staffing information for clarification at any time throughout the selection process and negotiation process.

Do NOT use "To Be Determined" or similar annotations in the Staffing Plan Template worksheets. State is asking for staffing hours and roles, within activities, within resource teams with the understanding that assumptions may apply. Such assumptions should be stated in the "Assumptions" worksheet.

All worksheets in the Staffing Plan Template should be thoroughly and accurately completed.

Staffing Plan Template Formatting Information

The light blue shaded cells indicate information Vendors are expected to provide (e.g. Staffing Summary Worksheet, Cell A6).

All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES (e.g. Staffing Summary Worksheet, Cell A6). The provided red text samples and examples can be replaced or removed in the submitted Staffing Plan.

Where needed, major column and row headings in each worksheet have comments defining the required information.

The description cells in the "Additional Information" and "Assumptions" worksheets should be limited to 300 words.

Staffing information must be in hours, rounded to the nearest whole hour.

We have included some formulas, however, it is the Vendor's responsibility to ensure the accuracy of all cells

As a guideline, there should be no less than six Major Activities for each phase.

Vendor, Vendor Partner and Third Party Definitions and Instructions

Where staffing estimates refer to Vendor vs Vendor Partner vs Third Party:

Vendor staffing is defined as:

Staffing for Vendor resources that are solely the responsibility of the Vendor, are fully managed by the Vendor, are committed in the Vendor proposal and will be contracted through the Vendor.

Vendor Partner staffing is defined as:

Staffing for Vendor Partner resources that are solely the responsibility of the Vendor, are fully managed by the Vendor, are committed in the Vendor proposal and will be contracted through the Vendor. All partners providing resources, including Women, Minority and Veteran Owned business partners, must be considered Vendor Partners.

Third Party staffing is defined as:

Staffing for Third Party resources that are not the responsibility of the Vendor, may NOT be fully managed by the Vendor, are included in the Vendor proposal as estimates only and will be contracted by State directly with the Third Party.

All staffing in this Staffing Plan Template for Vendors, Vendor Partners or Third-Parties must be included in their respective spreadsheets.

All Vendor Partners and Third-Parties must be thoroughly defined in this Staffing Plan Template and must be included in the appropriate section of the Business Proposal.

State strongly prefers to have very few, if any, Third Party products or services!

Brief Staffing Plan Template Worksheet Descriptions

Staffing Summary - A phase-by-phase, month-by-month summary of staffing, for each resource team, required to fully implement the proposed solution. The implementation phases must be consistent with those described throughout your proposal. The final phase must be to fully maintain and support the implemented solution for 6 months following the final implementation.

State Staffing - A monthly detail of required State of Indiana staffing by phase, by activity and by role. The State will dedicate significant resources with expert knowledge of current technical and business processes, solutions and infrastructure. We anticipate providing PeopleSoft 9.2 training to appropriate team members prior to implementation initiative.

Vendor Staffing - A monthly detail of required Vendor staffing by phase, by activity and by role.

Vendor Partner Staffing - A monthly detail of required Vendor Partner staffing by phase, by Vendor Partner, by activity and by role.

Third Party Staffing - A monthly detail of required Third Party staffing by phase, by Third Party, by activity and by role.

Additional Information - A brief description and reference to additional staffing related information.

Assumptions - A brief description of the assumptions for the information in this Staffing Proposal.

Rules and Guidelines For Activities

The following are Activities that must be included in a phase if appropriate for that phase. Additional Activities can be included by the Vendor.

Executive Oversight and Governance - Executive support for project oversight and governance activities

Project Management - Project management to ensure the project stays on target, on time and on budget

Organizational Change Management Support - Support for a reasonable OCM effort

IV&V Support - Support (not provide or lead) a reasonable IV&V effort

System Initiation and Setup - Setup of the base system to accommodate the implementation process

Project Planning & Design - Planning and design required at project launch and potentially for each phase in order to define the scope, design and plan

Configuration - Setup of system configurations to the base system that are required to meet State requirements

Customization - Development of technology enhancements or extensions required to meet State requirements that cannot be configured in the base system

Integration and Interfacing - Development of integration and interfaces

Attachment F6

Estimated Total Project Implementation Staffing

Date For Month 1 = 2/1/2020

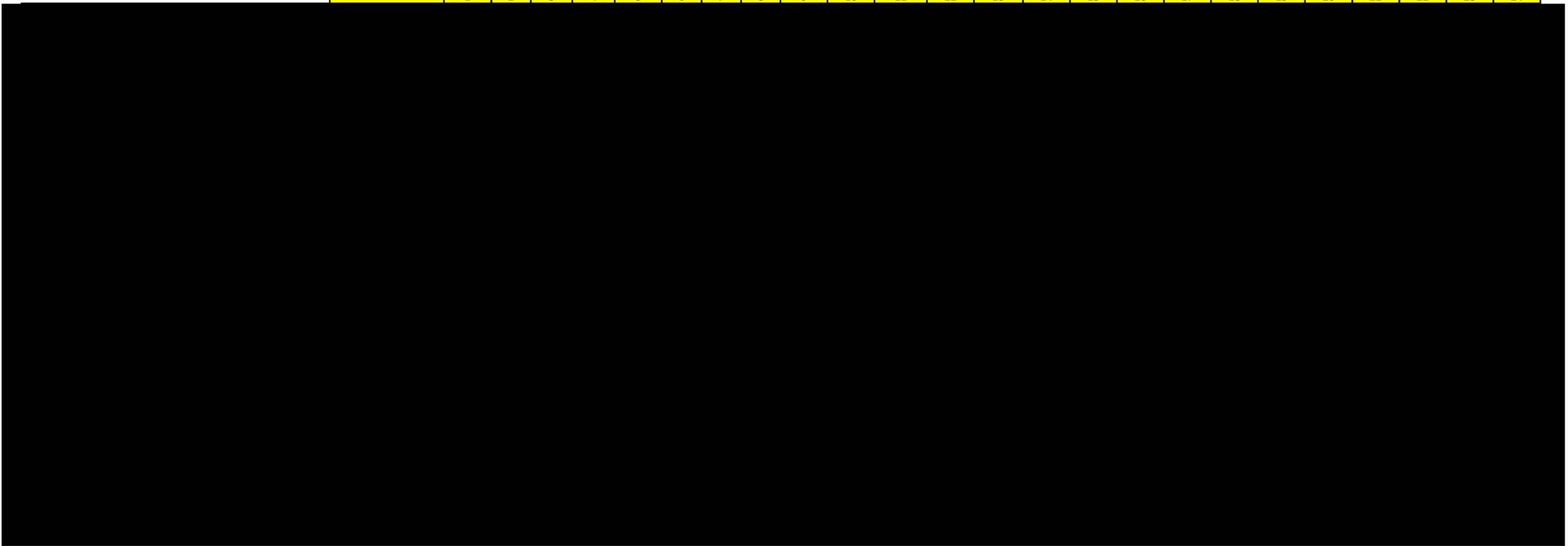
	Month																									
Resource Team Hours	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Total	
State Hours																										
Phase 1																										
Phase 2																										
Phase 3																										
Vendor Hours																										
Phase 1																										
Phase 2																										
Phase 3																										
Vendor Partner Hours																										
Phase 1																										
Phase 2																										
Phase 3																										
Third Party Hours																										
Phase 1																										
Phase 2																										
Phase 3																										
Total Hours																										
Phase 1																										
Phase 2																										
Phase 3																										

Attachment F6
Estimated State Implementation Staffing

All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES. The provided red text samples and examples can be replaced or removed in the submitted Staffing Plan.

* The State will dedicate significant resources with expert knowledge of current technical and business processes, solutions and infrastructure. We anticipate providing PeopleSoft 9.2 training to appropriate team members.

	Plan	Initiate	Initiate	Initiate	Adopt	Adopt	Adopt	Adapt	Adapt	Adapt	Adapt	Validate	Validate	Validate	Validate	Validate	Validate	Deploy	PGLS	PGLS	PGLS	PGLS	PGLS	PGLS
Workstream	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24



Attachment F6

Estimated Vendor Implementation Staffing Levels

All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES. The provided red text samples and examples can be replaced or removed in the submitted Staffing Plan.

		Plan	Initiate	Initiate	Initiate	Adopt	Adopt	Adopt	Adapt	Adapt	Adapt	Adapt	Validate	Validate	Validate	Validate	Validate	Validate	Deploy	PGLS	PGLS	PGLS	PGLS	PGLS	PGLS
100% Dedicated to SOI?	Indiana-based Resource?	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24

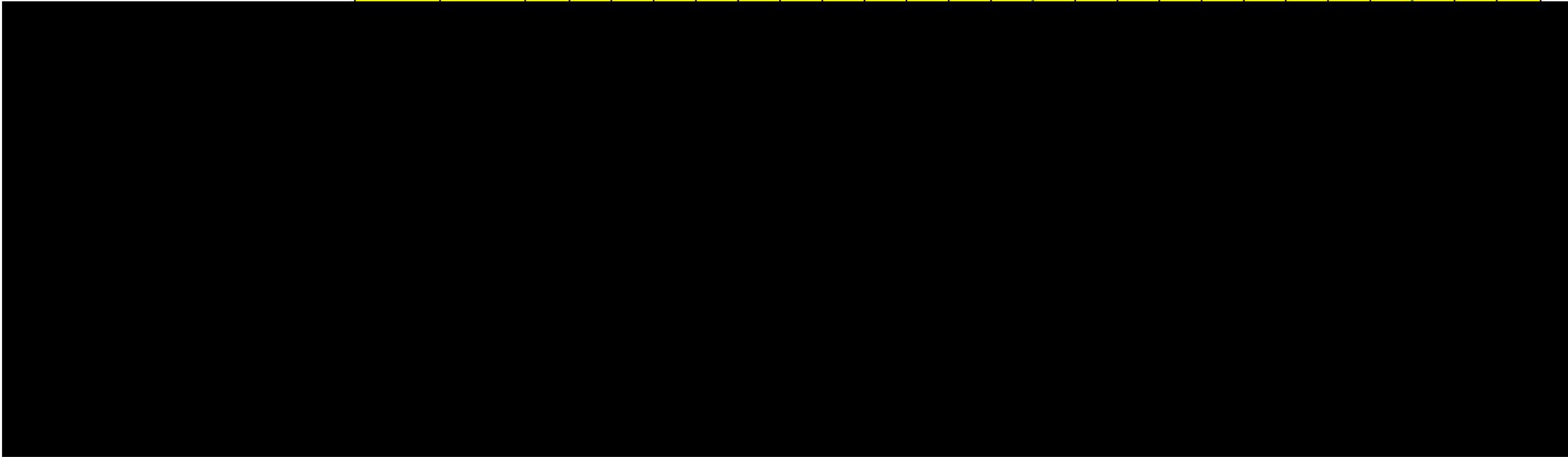


Attachment F6

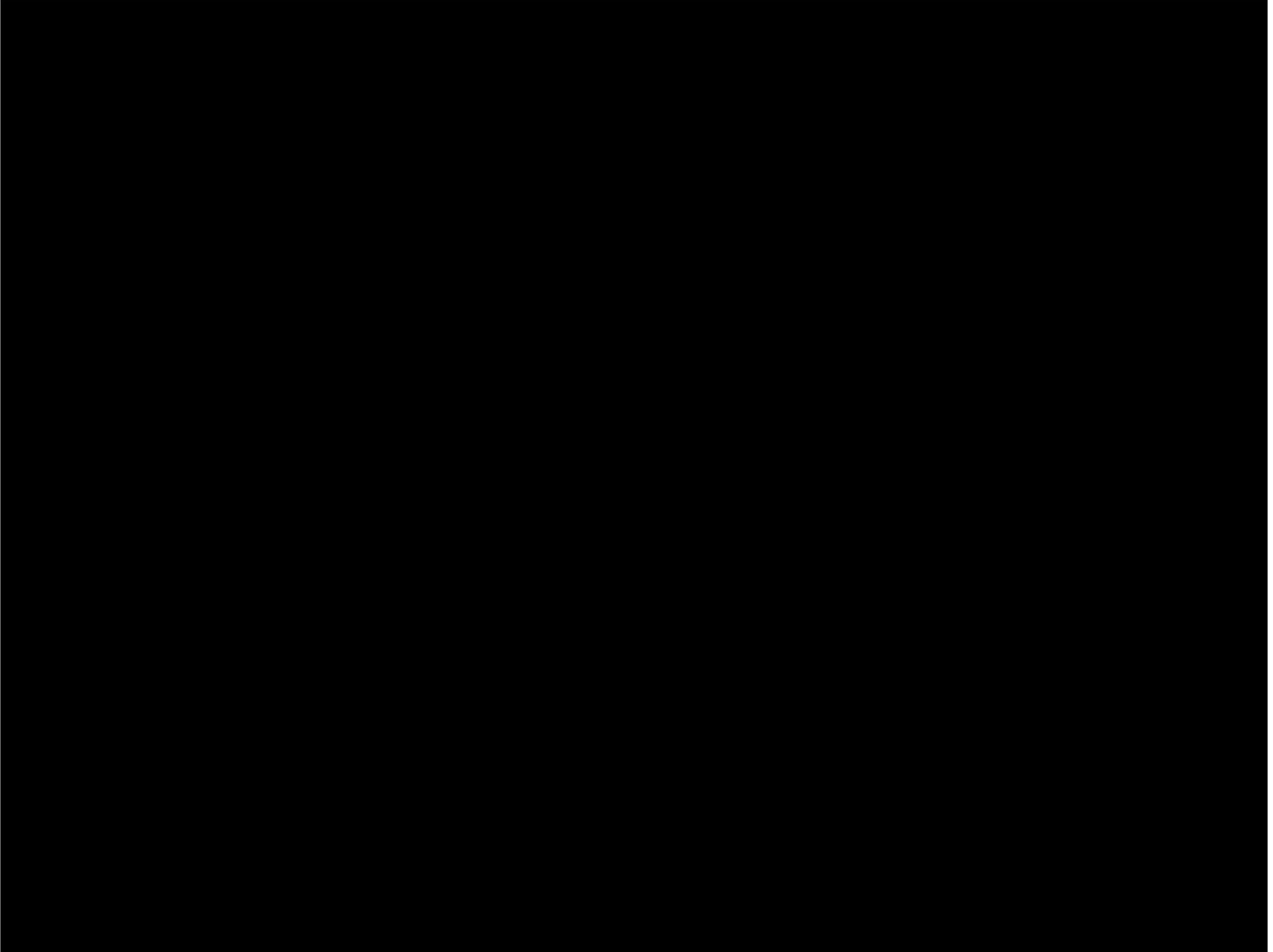
Estimated Vendor Partner Implementation Staffing Levels

All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES. The provided red text samples and examples can be replaced or removed in the submitted Staffing Plan.

		Plan	Initiate	Initiate	Initiate	Adopt	Adopt	Adopt	Adapt	Adapt	Adapt	Adapt	Adapt	Adapt	Validate	Validate	Validate	Validate	Validate	Validate	Deploy	PGLS	PGLS	PGLS	PGLS	PGLS	PGLS
100%	Indiana-based	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month



Role	Hourly Rate*
[Redacted Content]	





Additional Information Description	ID
[Redacted Content]	

Assumption Description	ID
[Redacted Content]	

Technical Proposal

RFP 19-105 Attachment F7 – Statement of Work Template

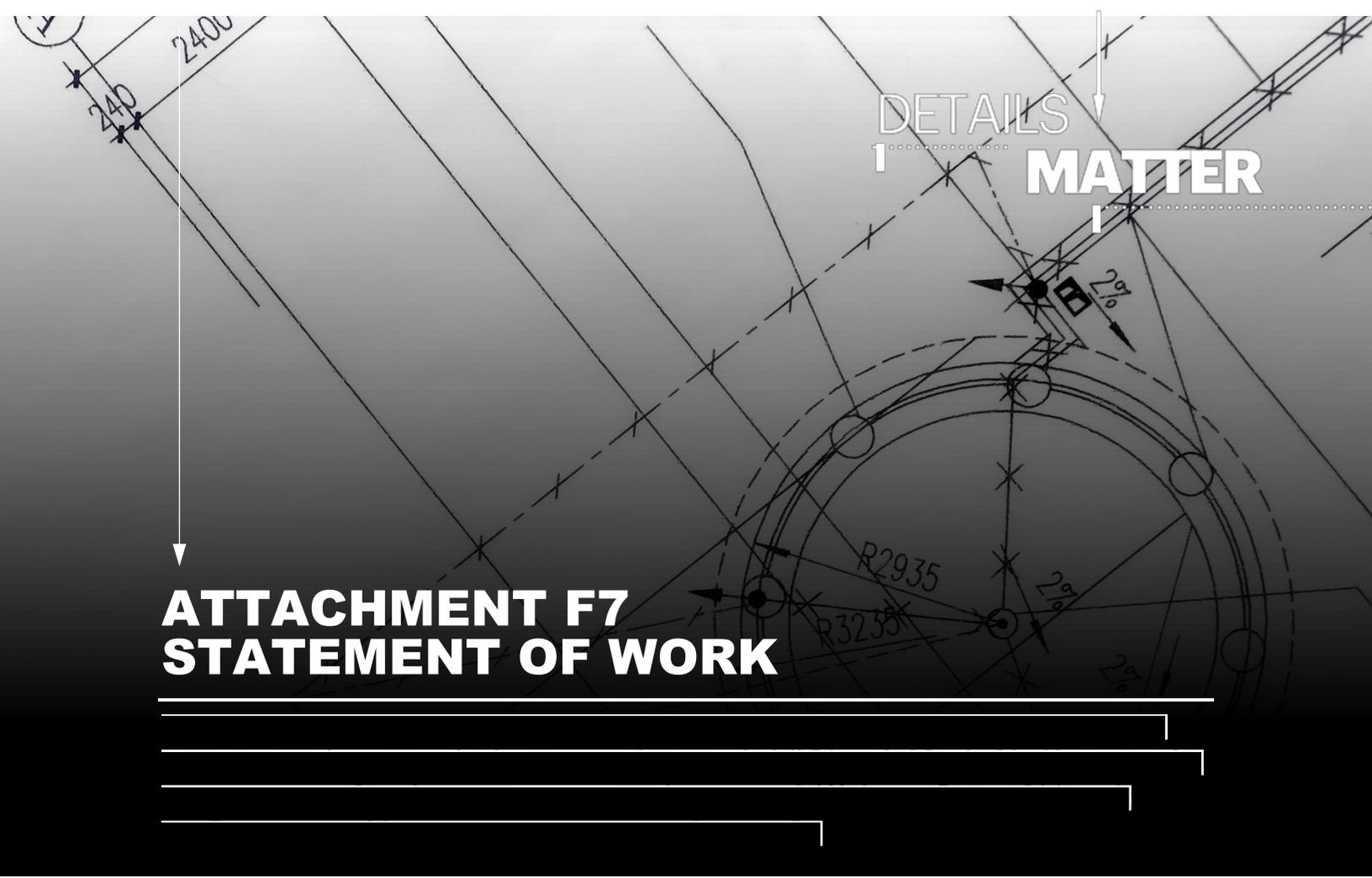
The State is requesting an initial Statement of Work (SOW) that will serve as a starting point for negotiations and collaboration on a final SOW during the later phases of the selection process. The SOW should include strong performance standards and service levels. The SOW must be coordinated and consistent with all other parts of your proposal including the Approach, Cost Proposal, Project Plan and Staffing Plan templates.

This SOW should demonstrate to the State that the Respondent has attained a high level of PeopleSoft HCM/Payroll transformation and implementation expertise, a high level of HCM/Payroll implementation knowledge and an excellent understanding of the operational integration required by the business processes of state personnel and payroll departments. This SOW should demonstrate to the State they are confident in their abilities to provide the staff, processes and services to deliver the scope of work in their proposal.

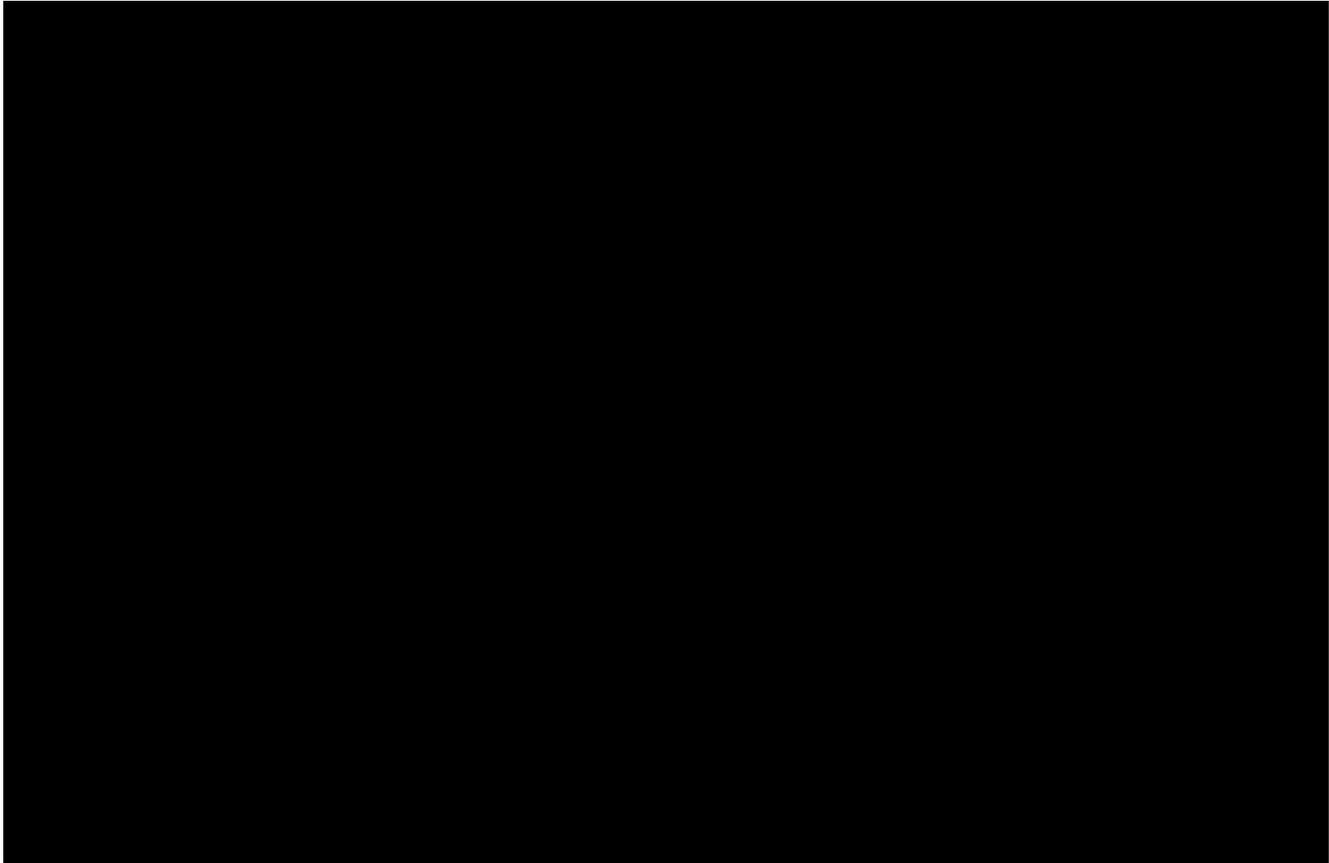
The Statement of Work should be expected to be part of the final contract.

Vendor Response:

This template must be submitted as a Microsoft Word document.



ATTACHMENT F7 STATEMENT OF WORK

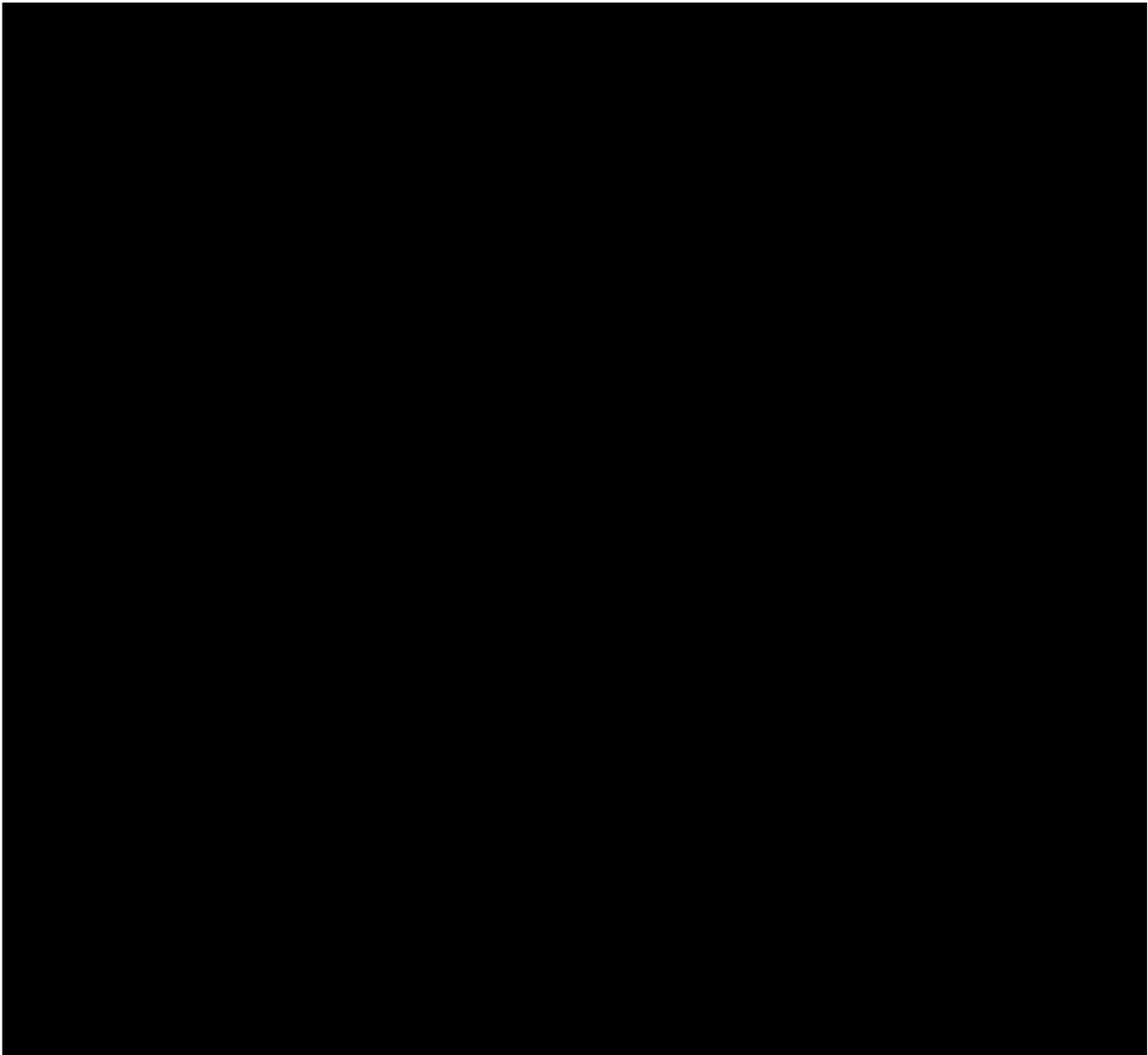


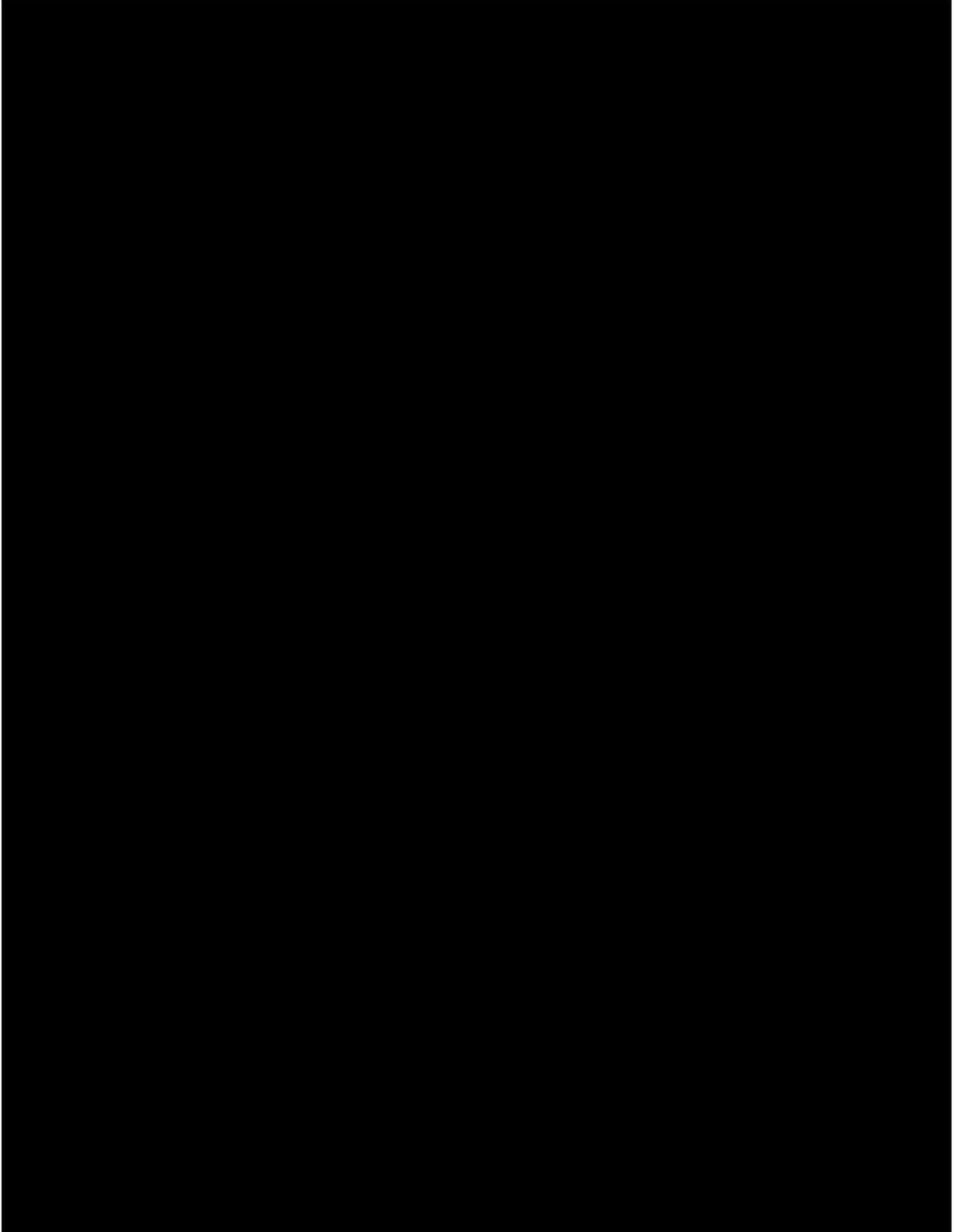
1. STATEMENT OF WORK

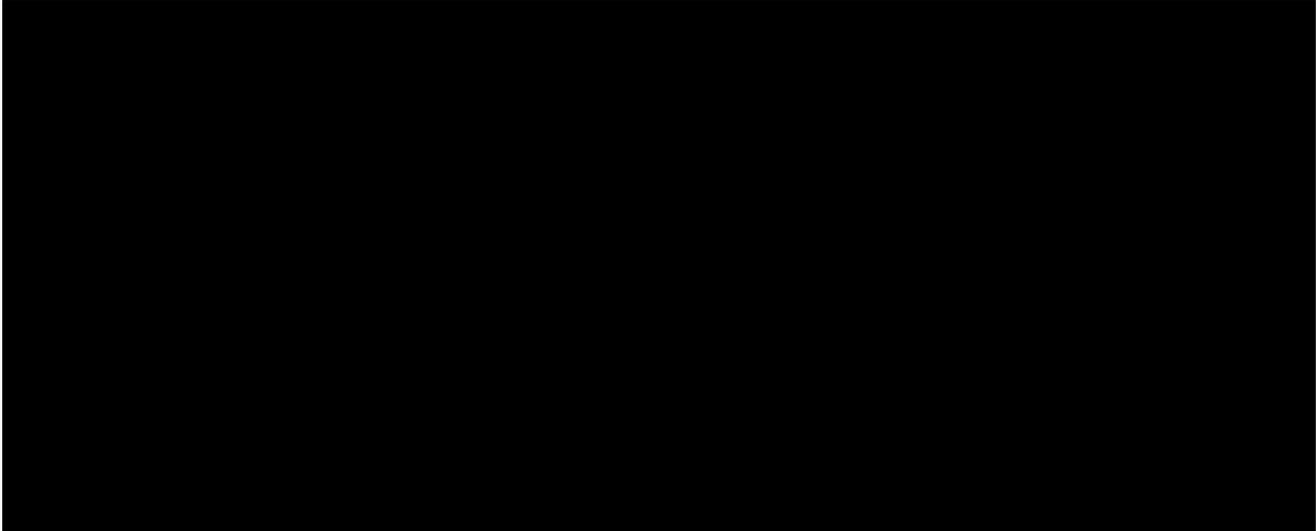
1.1 SUMMARY OF SCOPE SERVICES



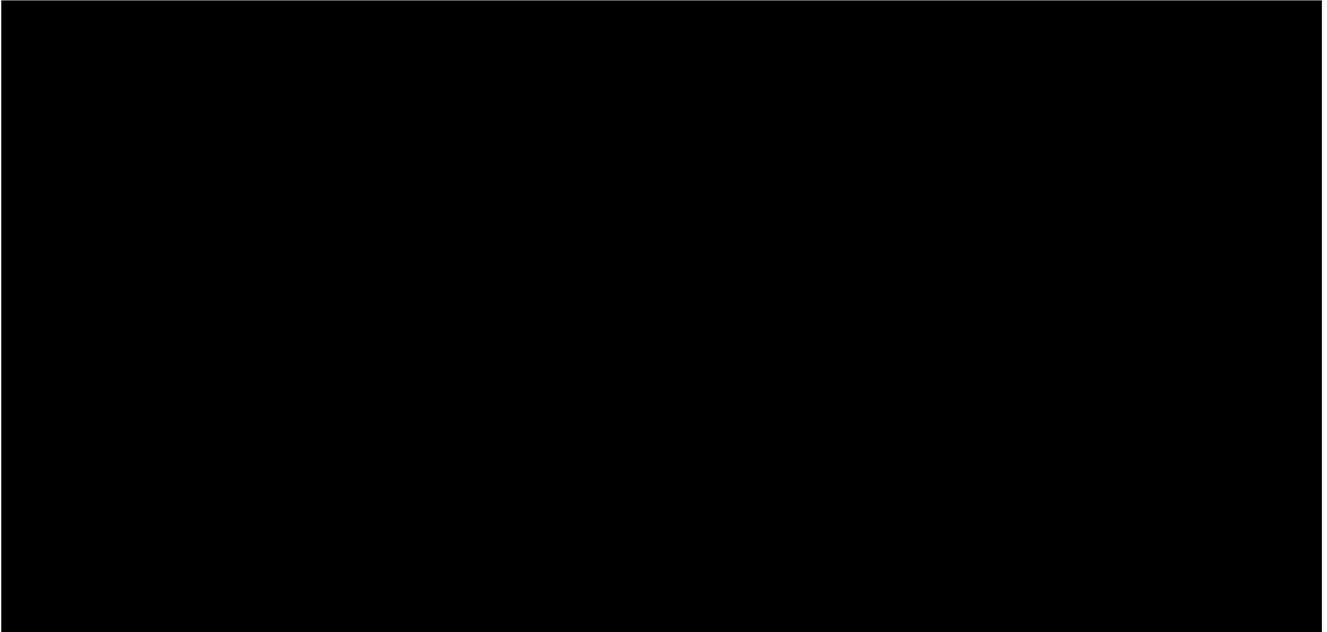
1.2 FUNCTIONAL SCOPE



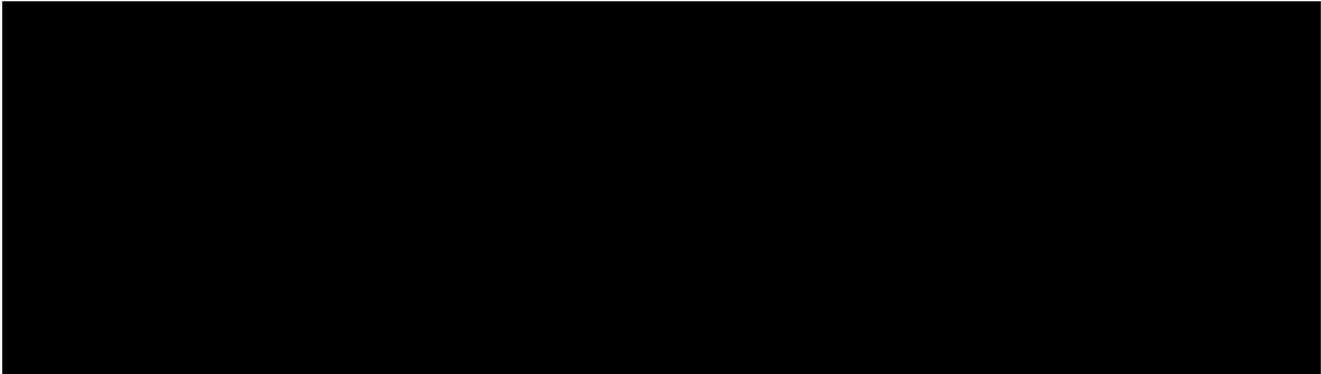




1.3 PROJECT STAGES

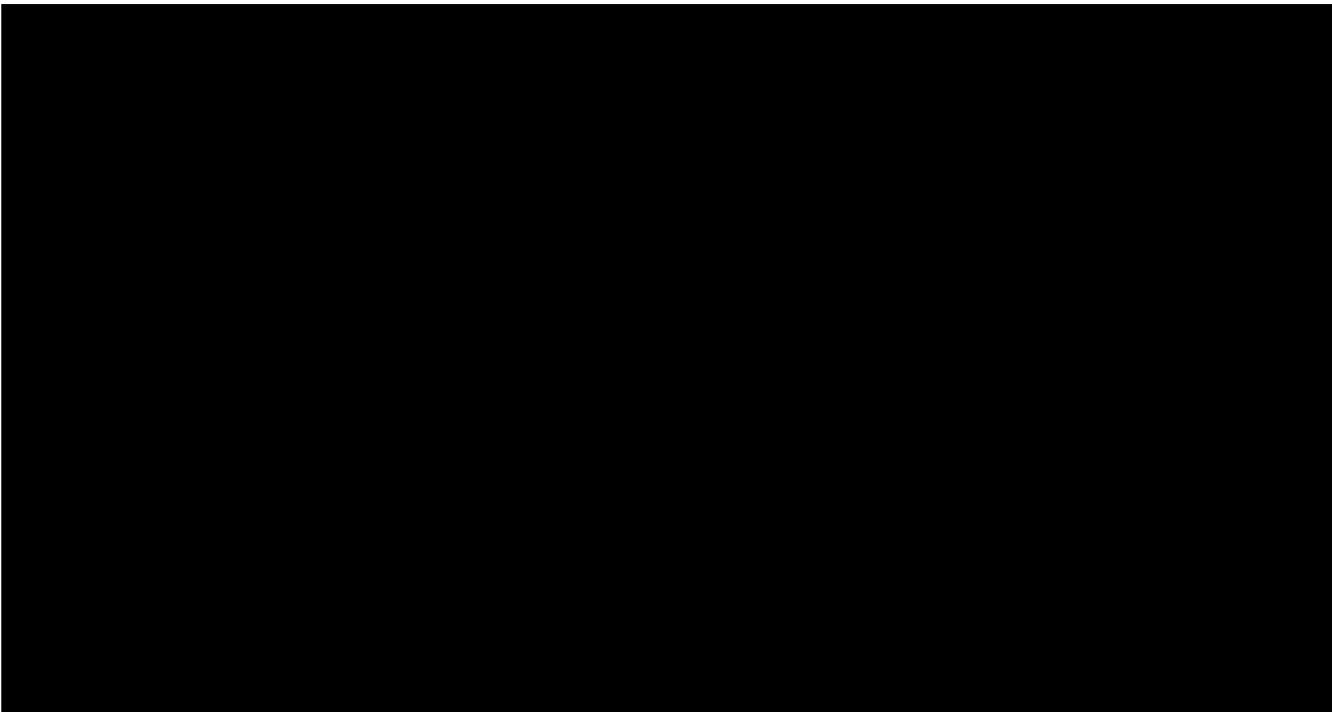


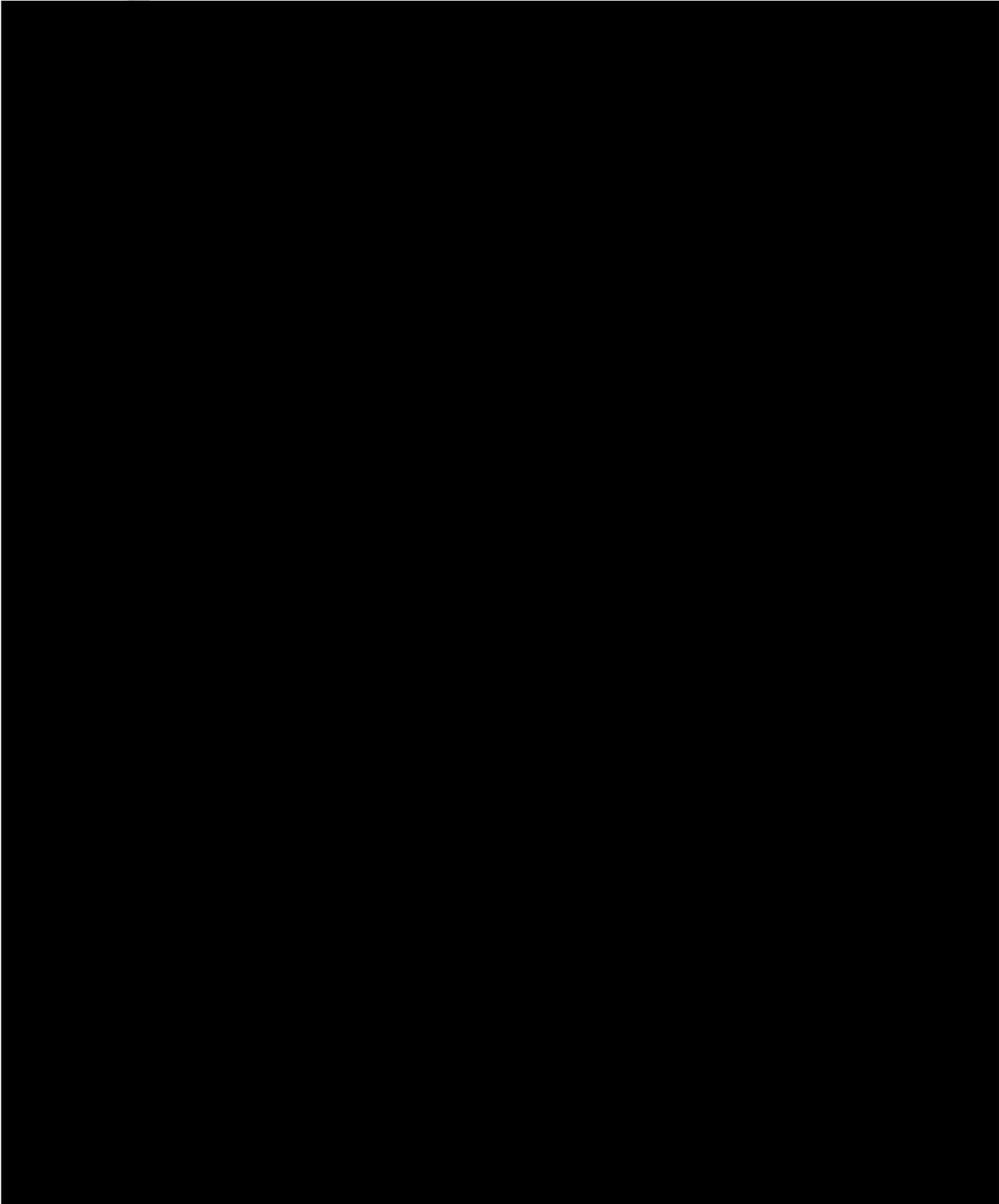
1.4 PROJECT SCHEDULE

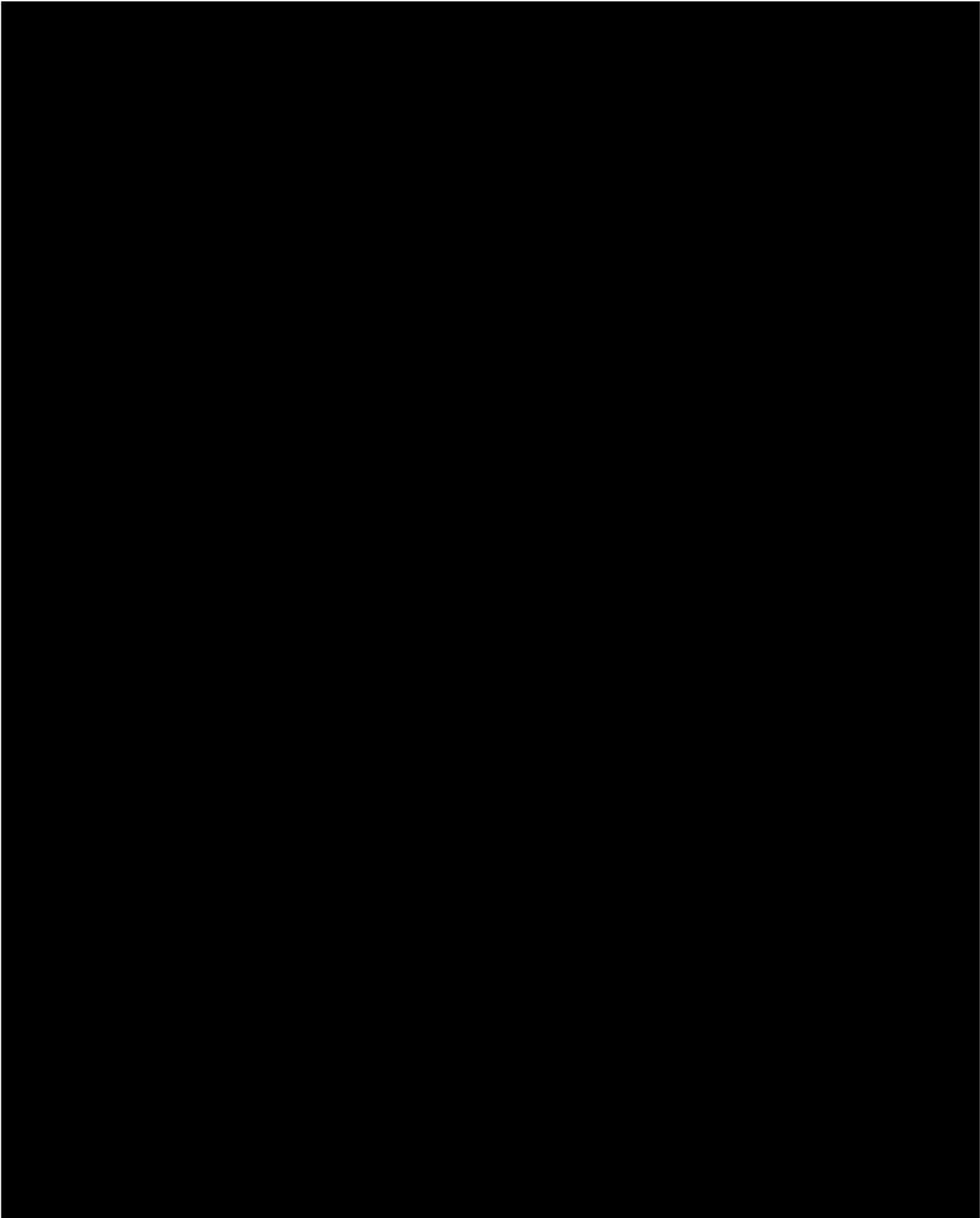


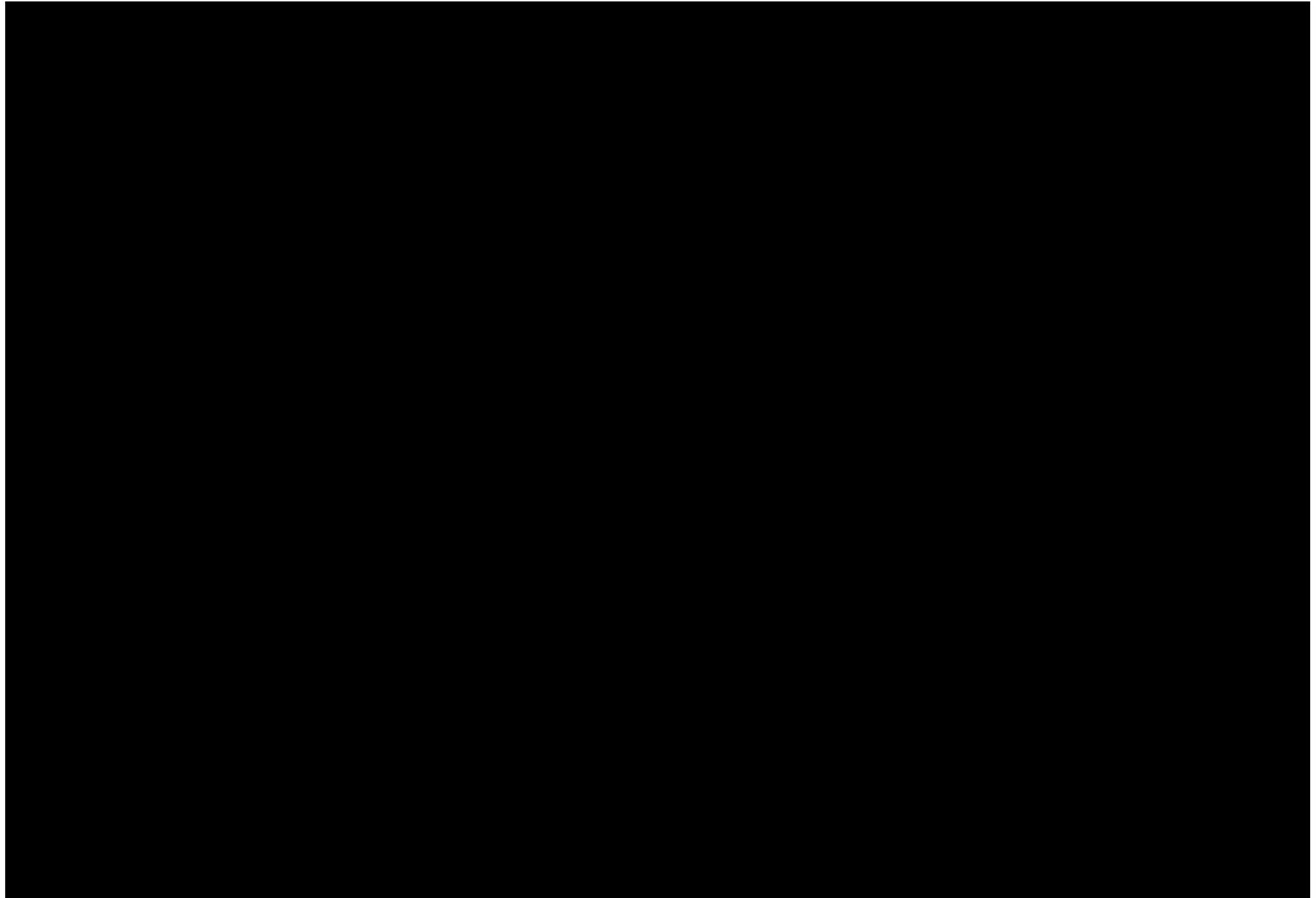


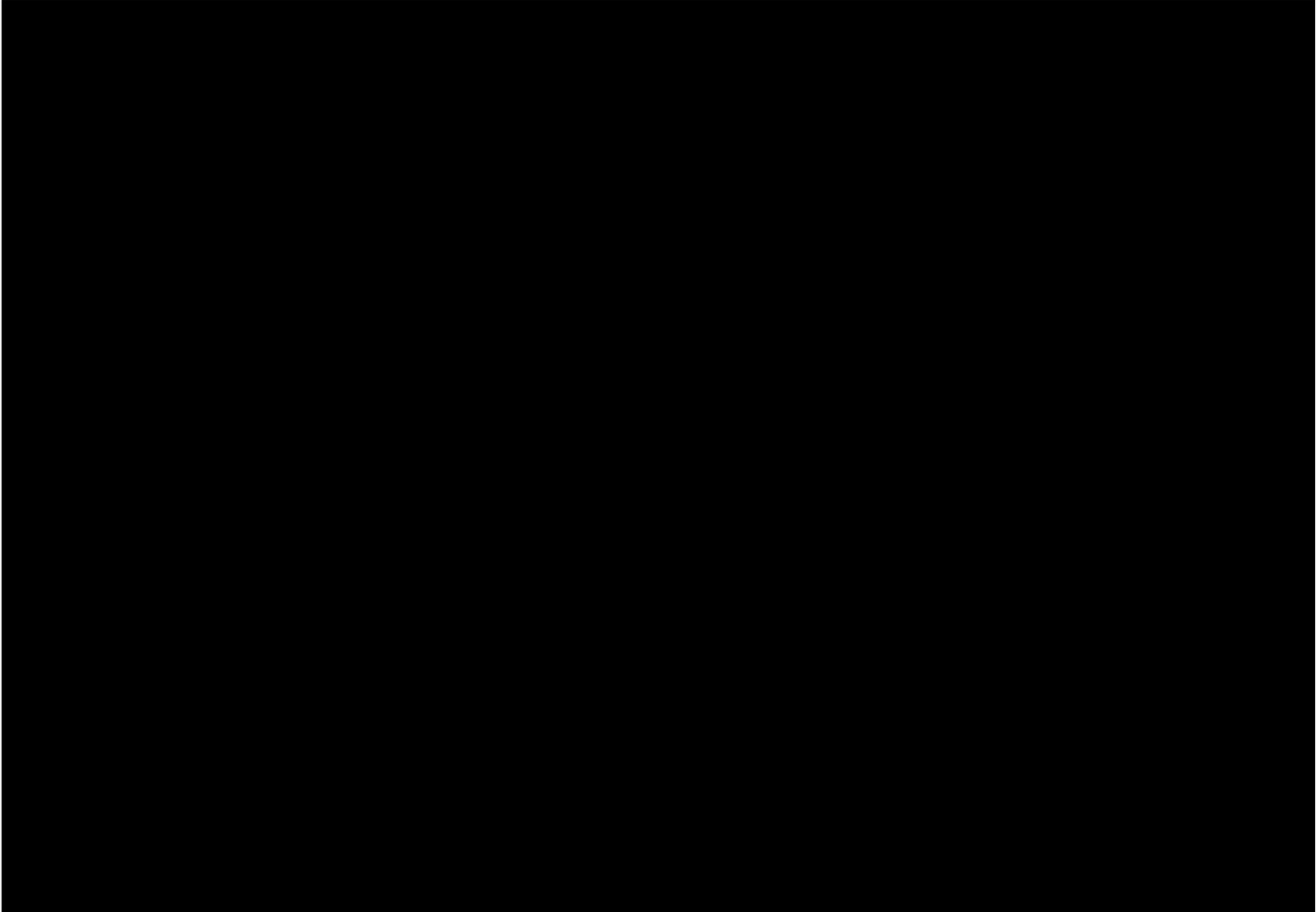
1.5 PROJECT STAFFING

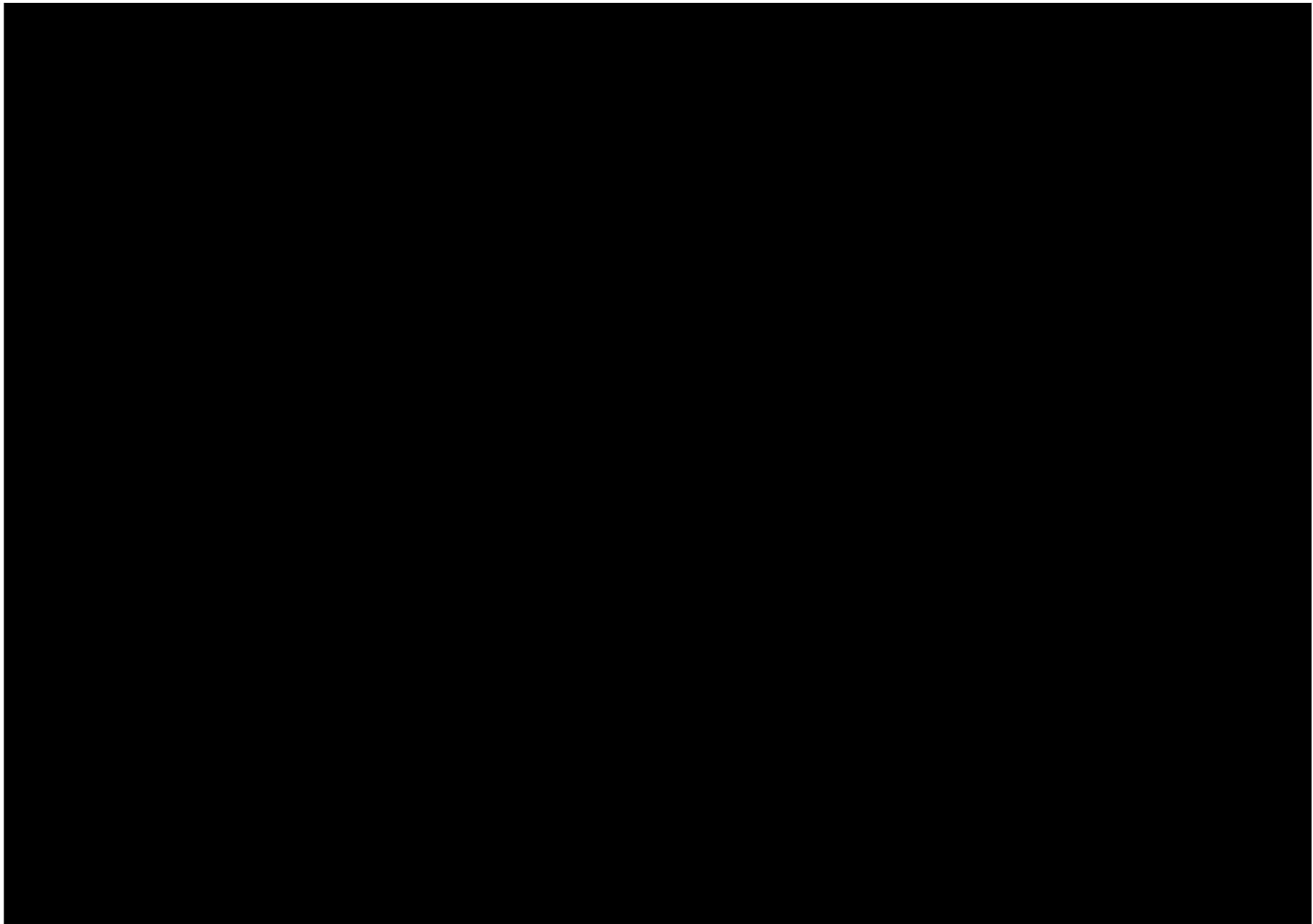


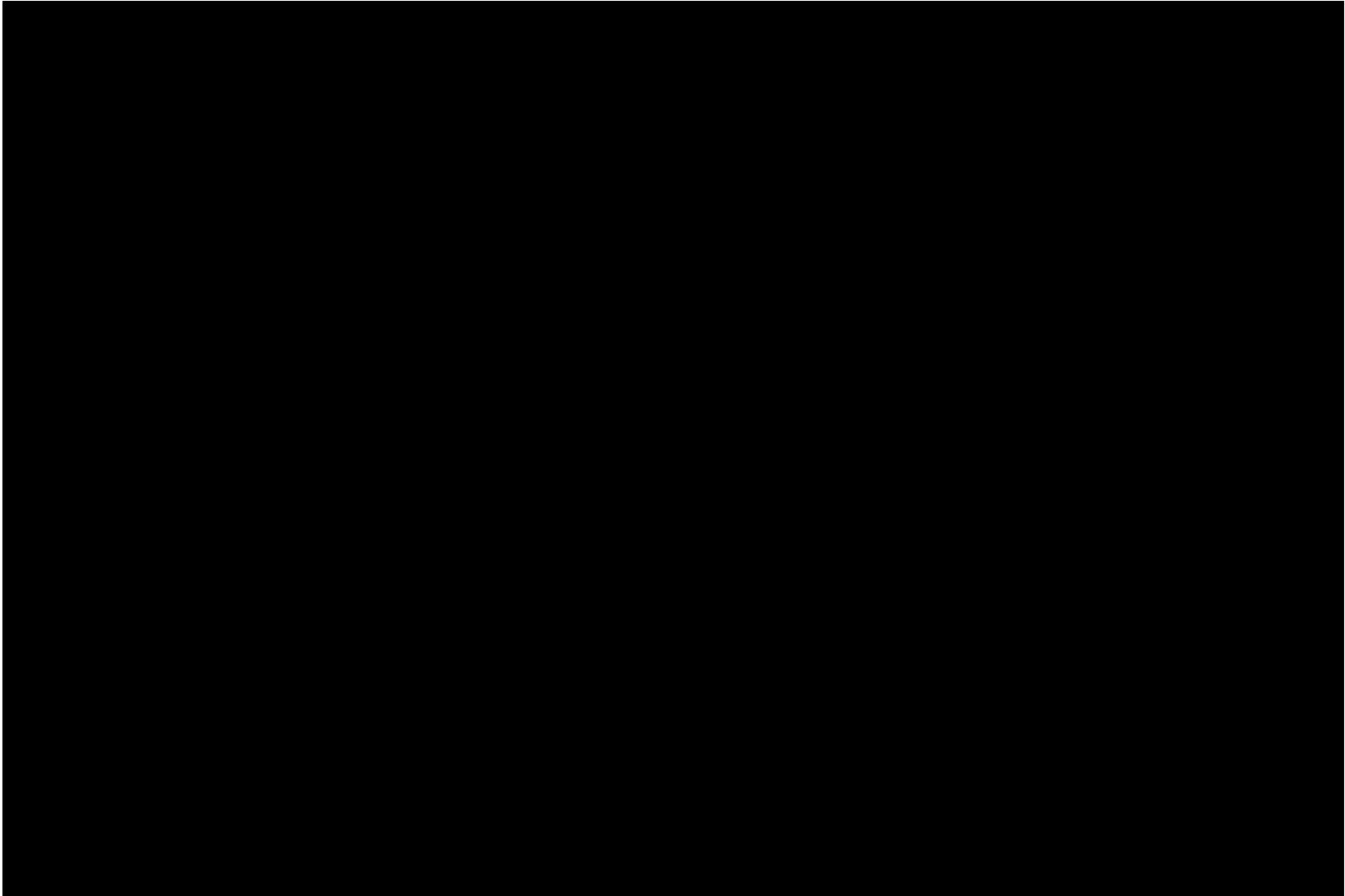


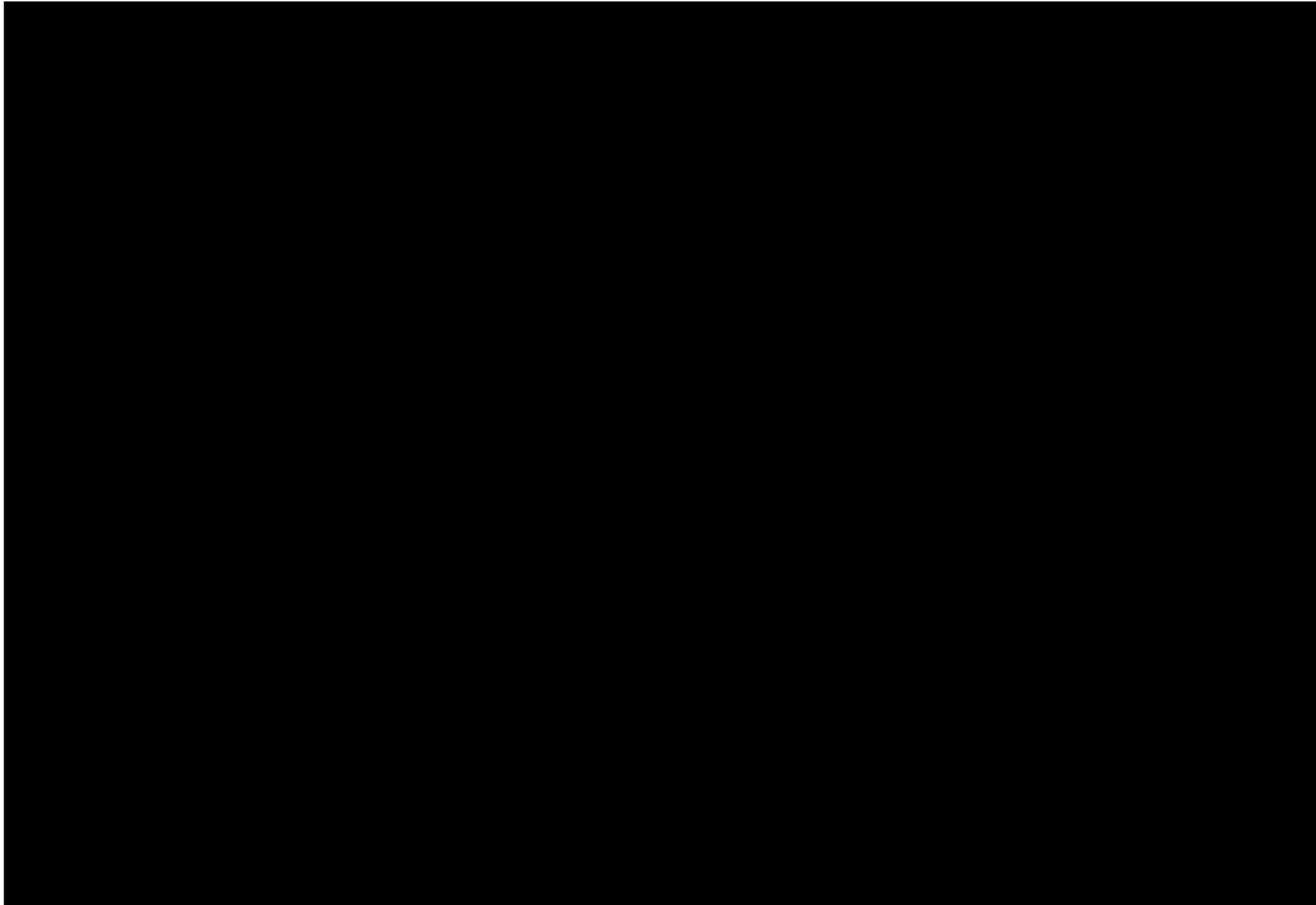


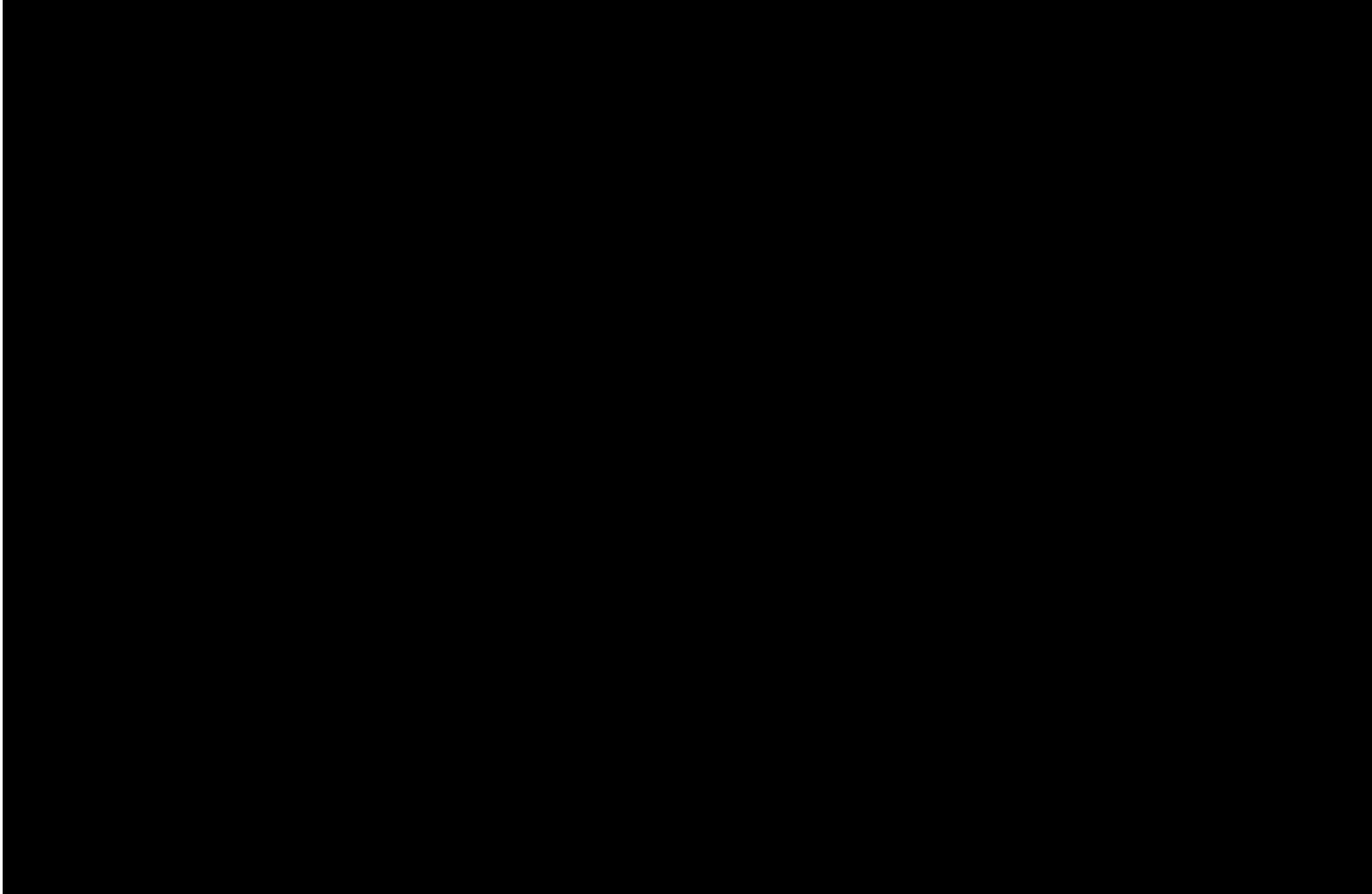


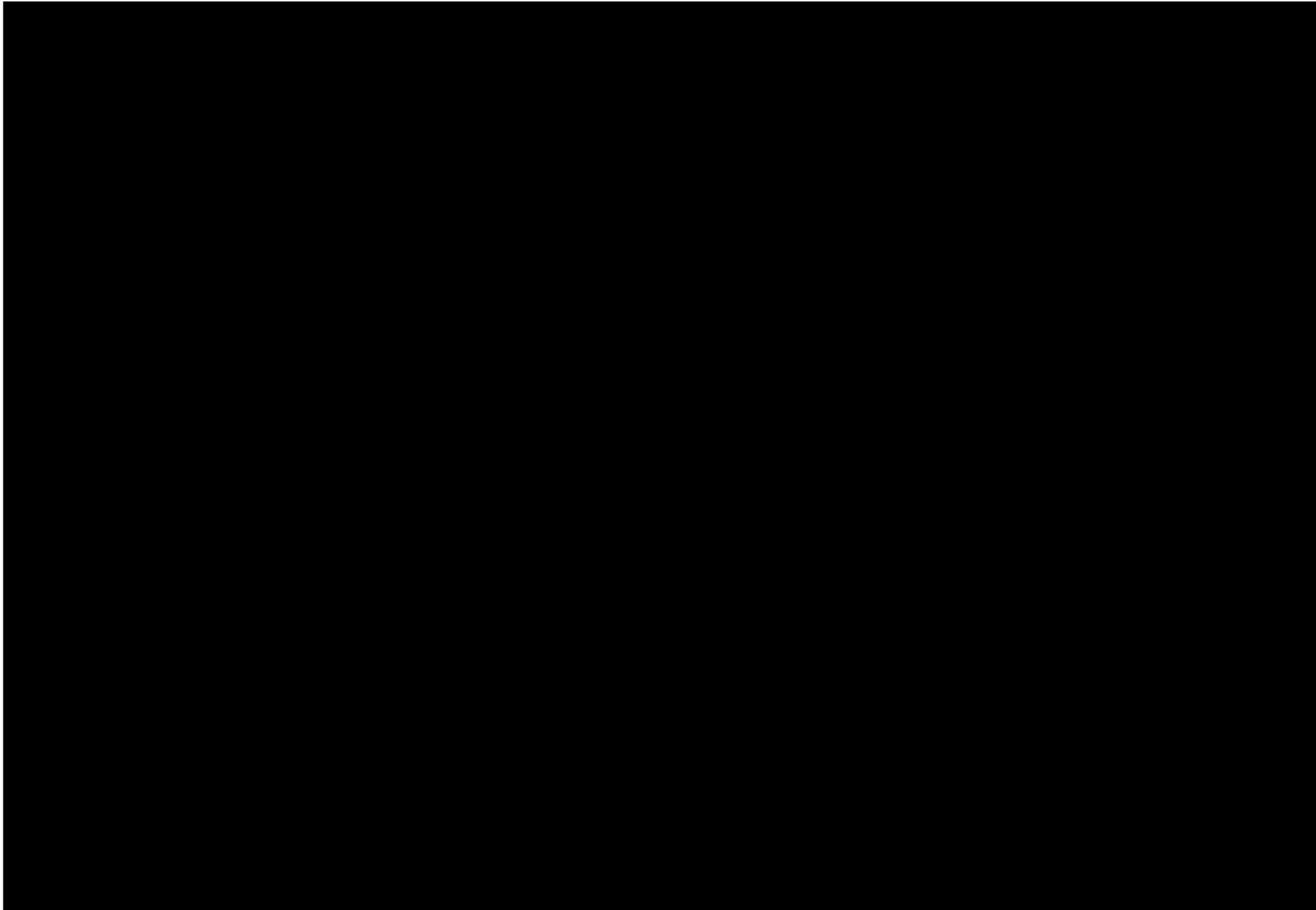




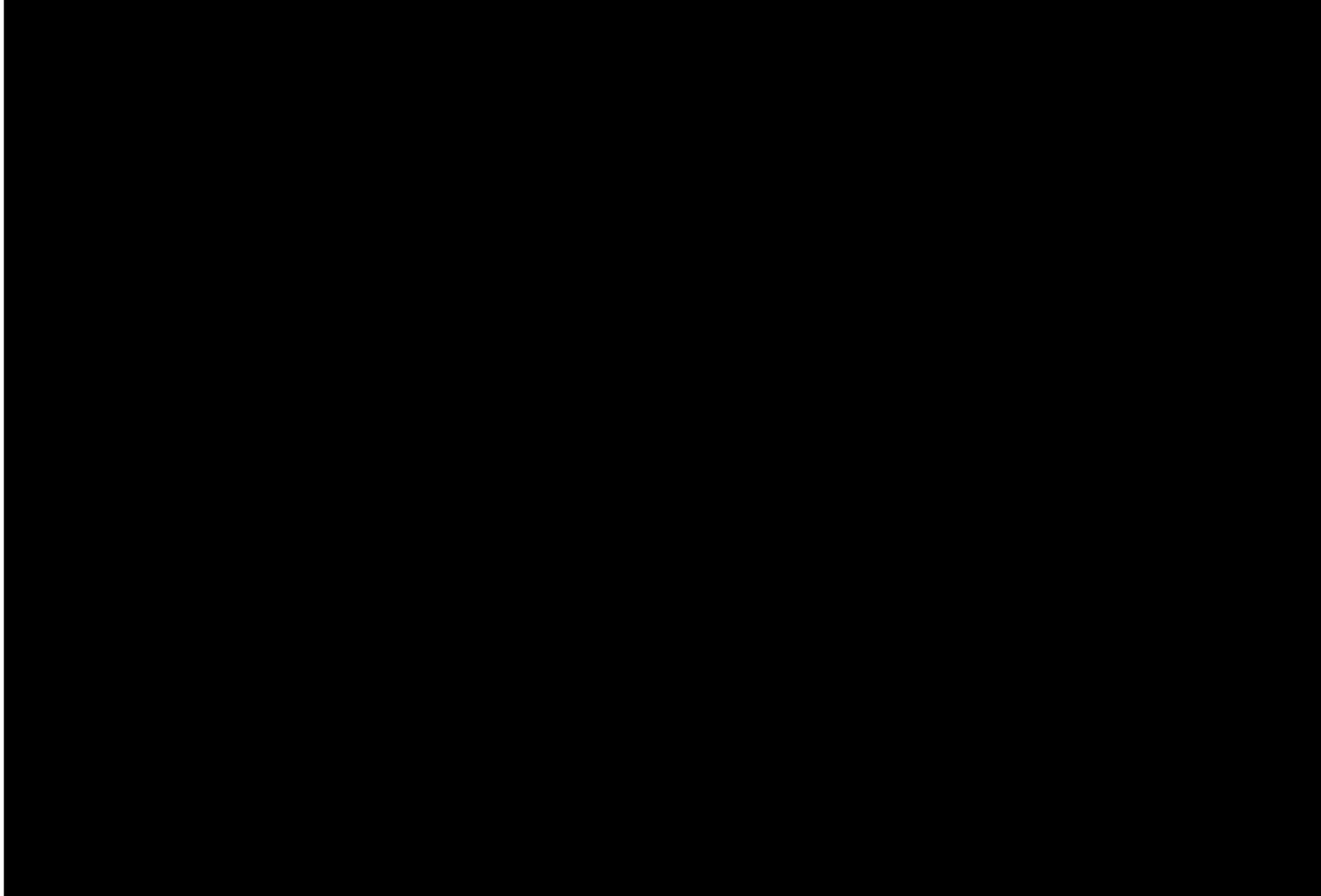


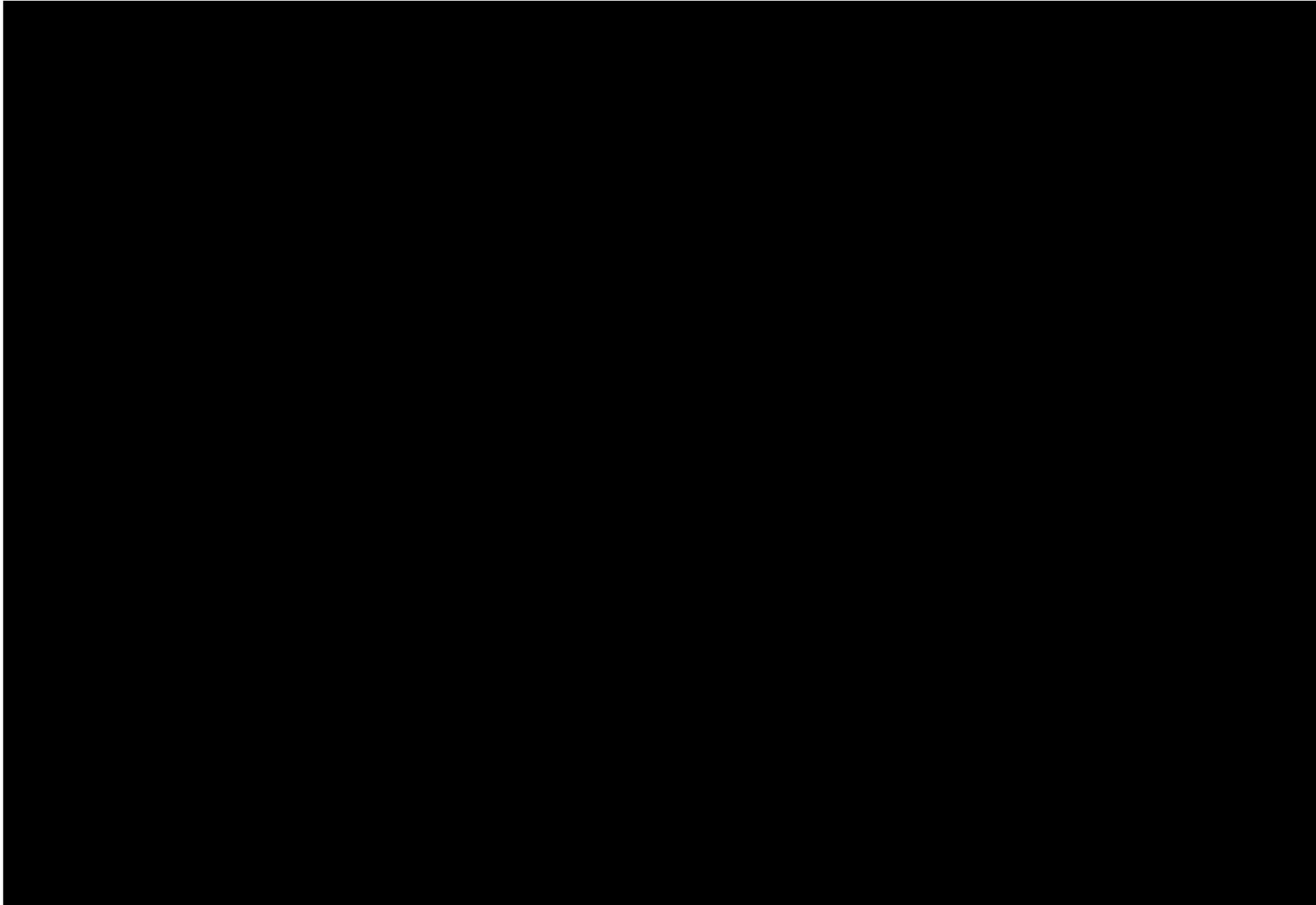


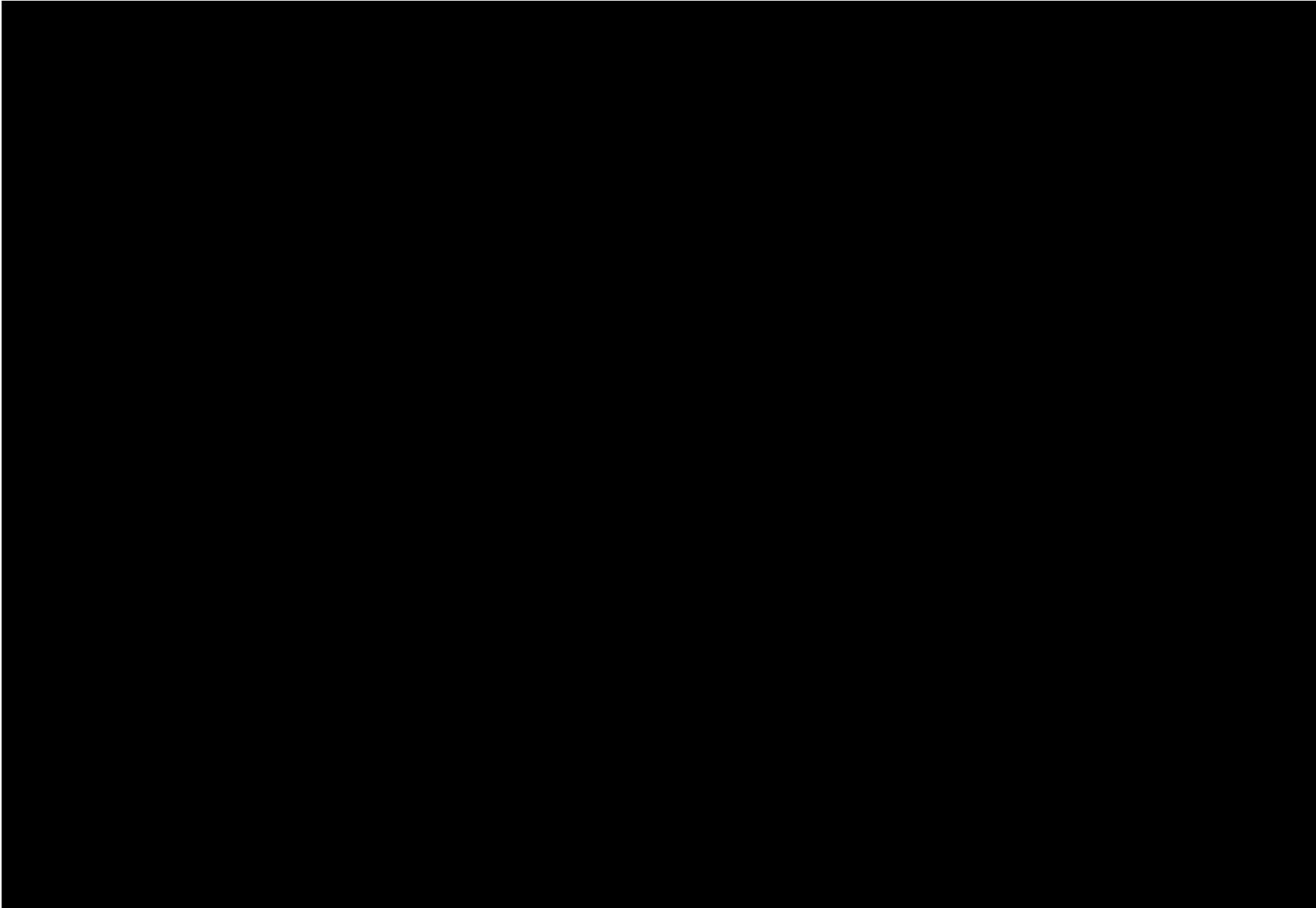








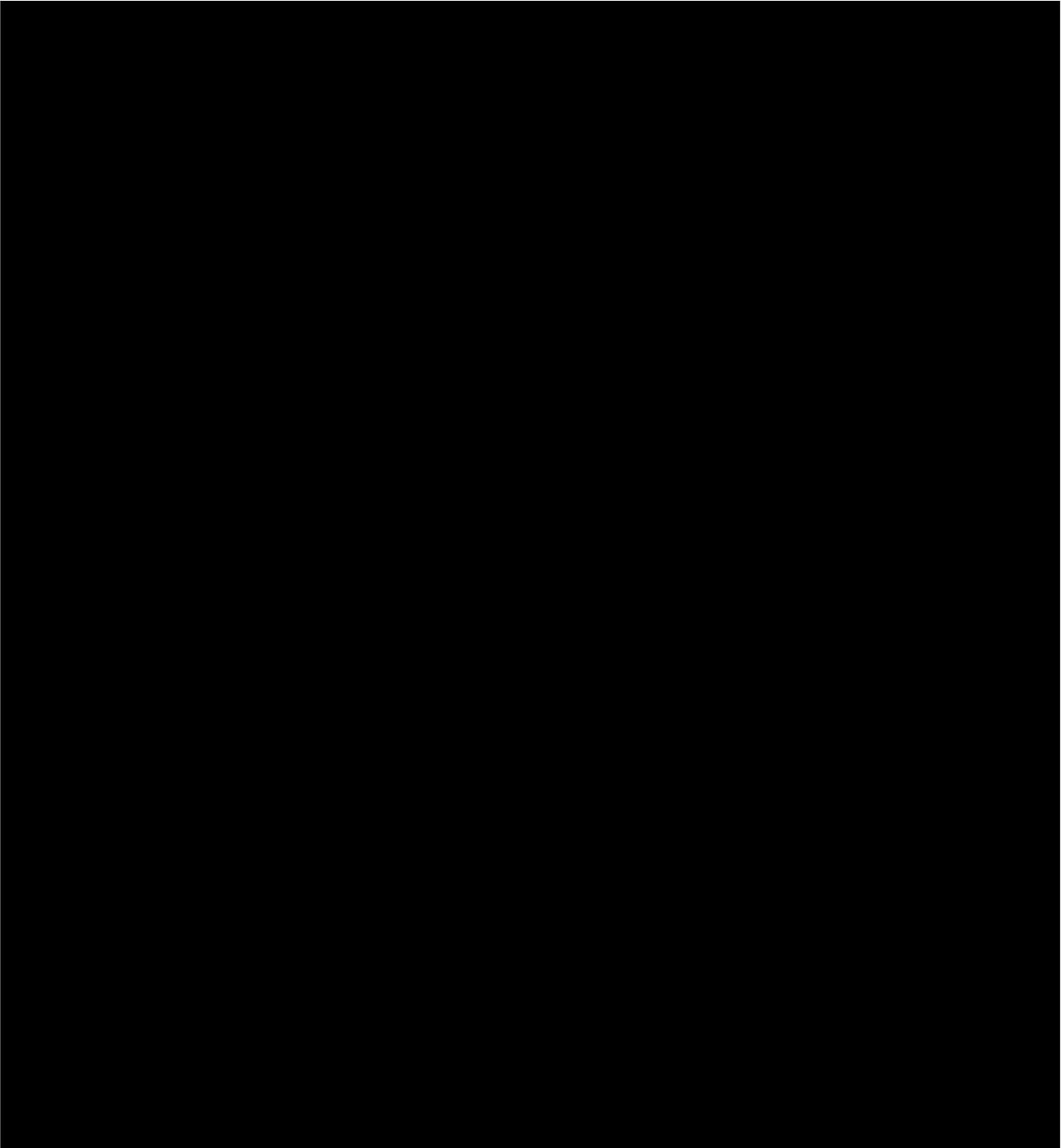


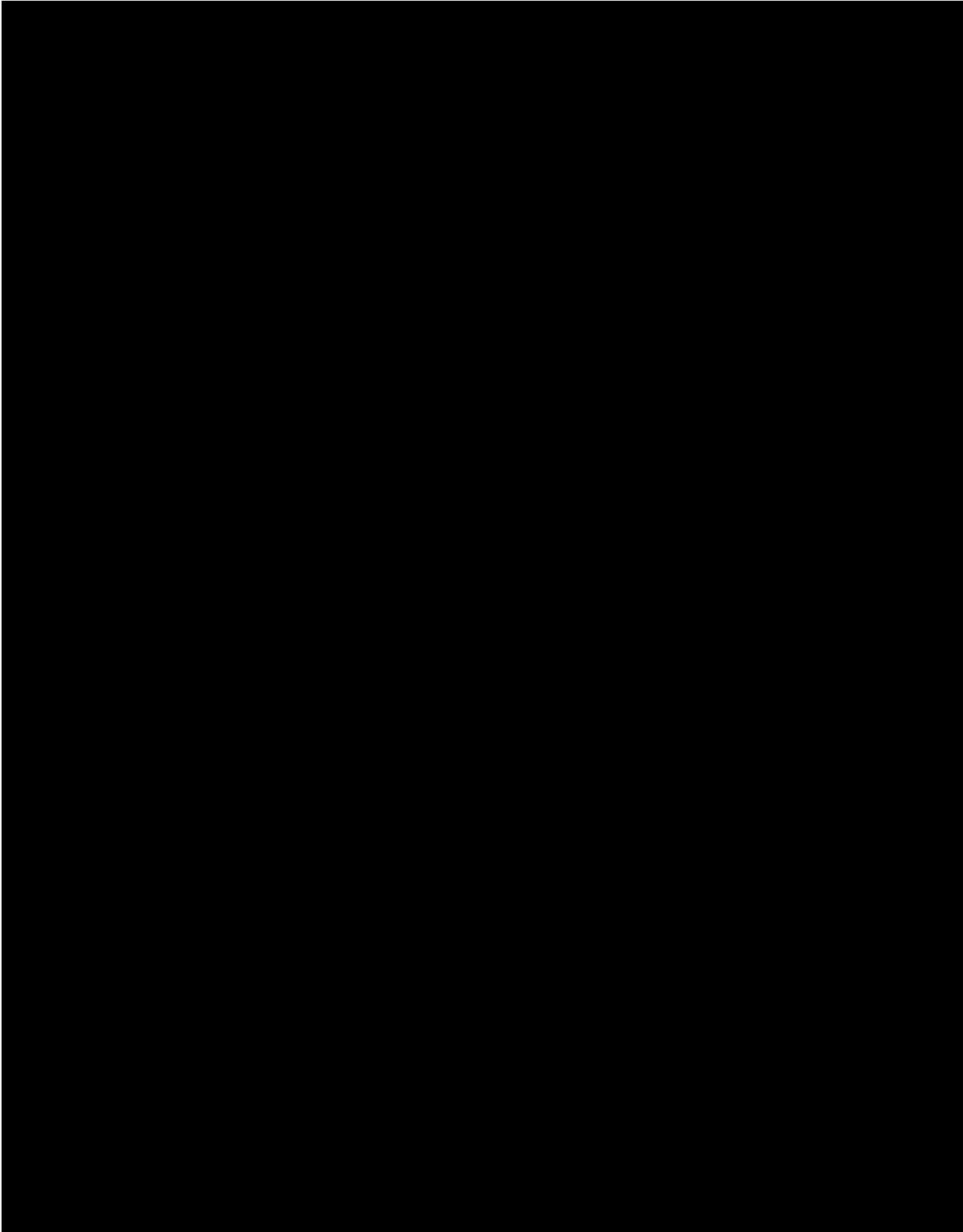


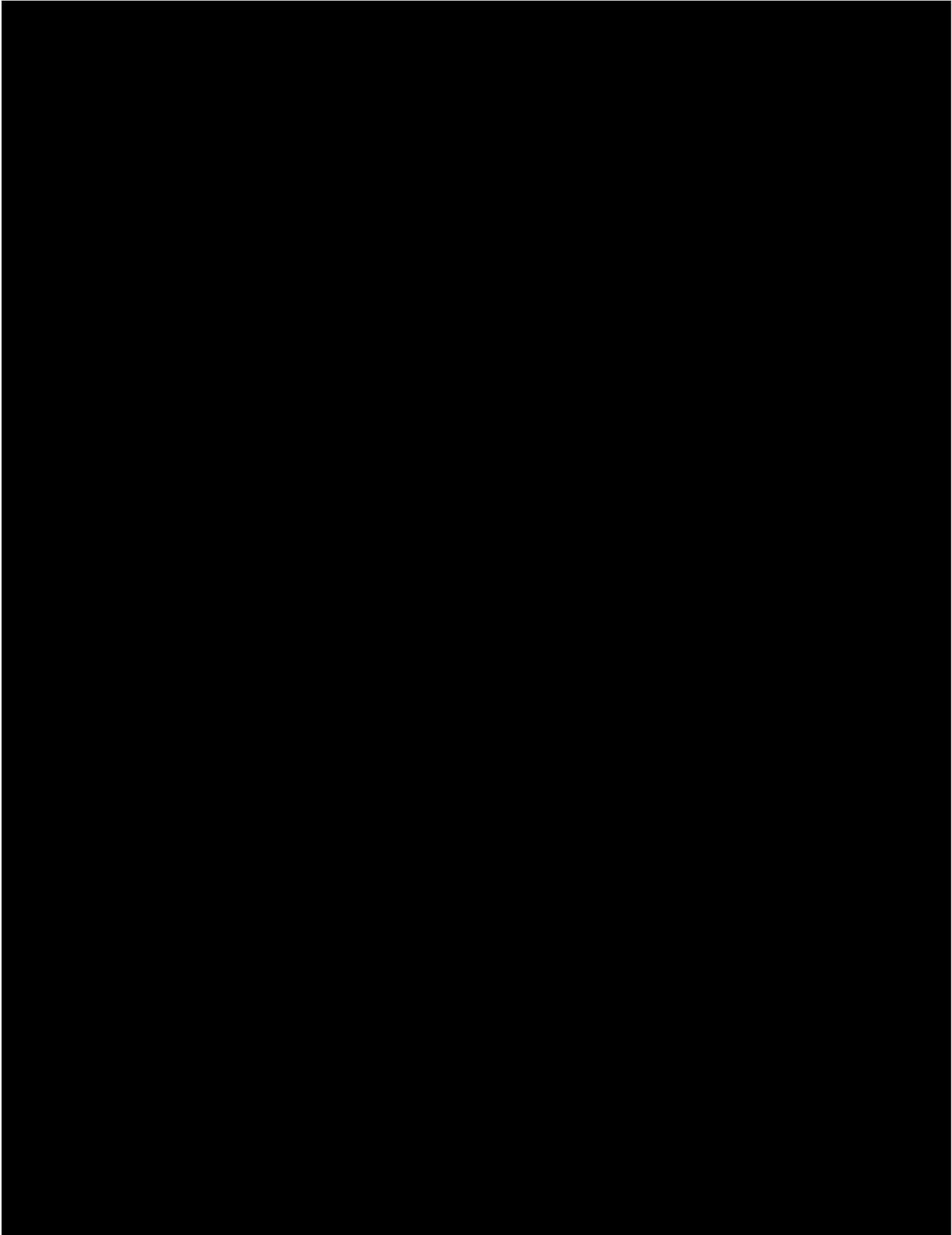
1.6 PRICING

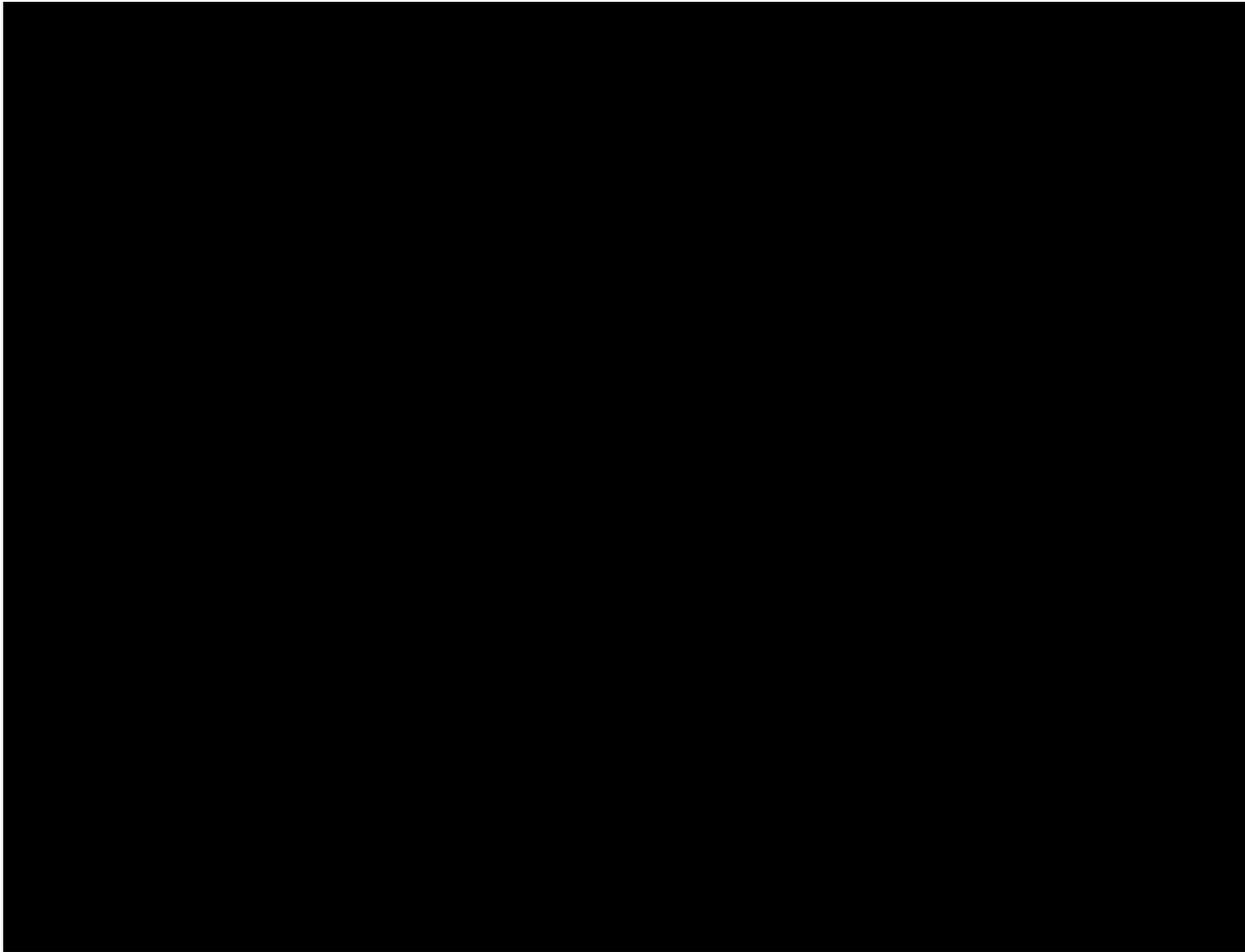


1.7 DELIVERABLES MANAGEMENT

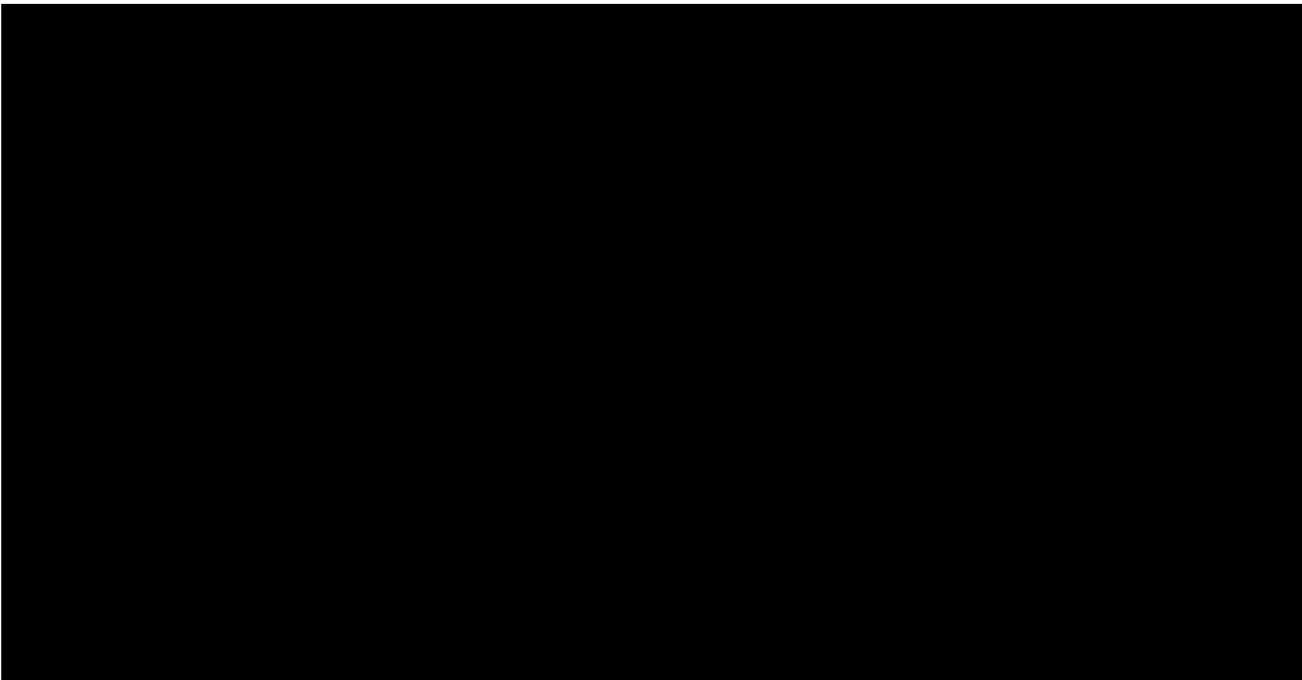






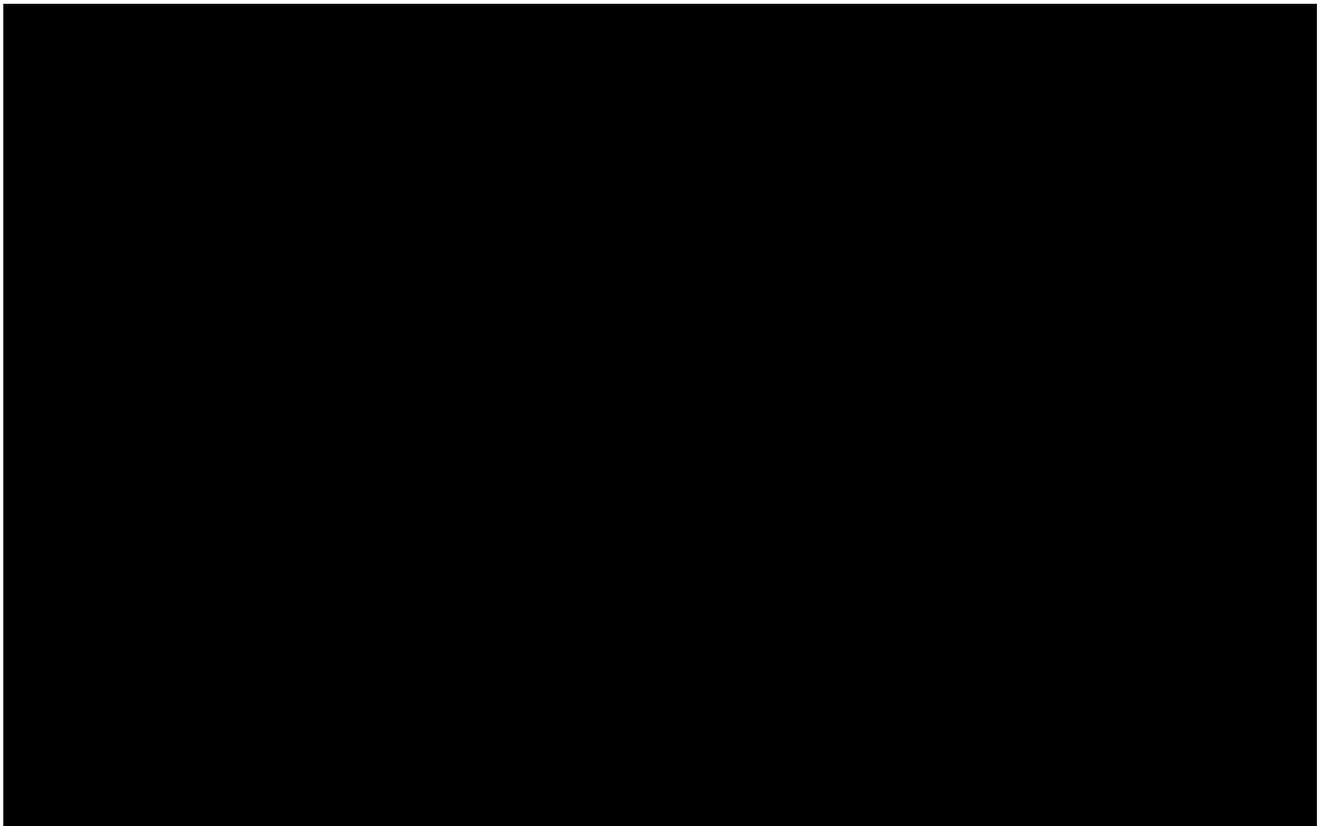


1.8 CHANGE CONTROL PROCESS

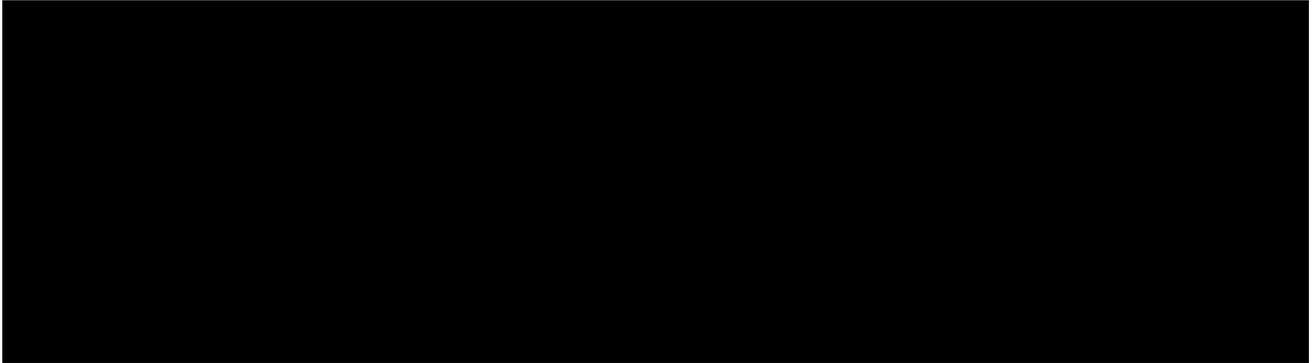




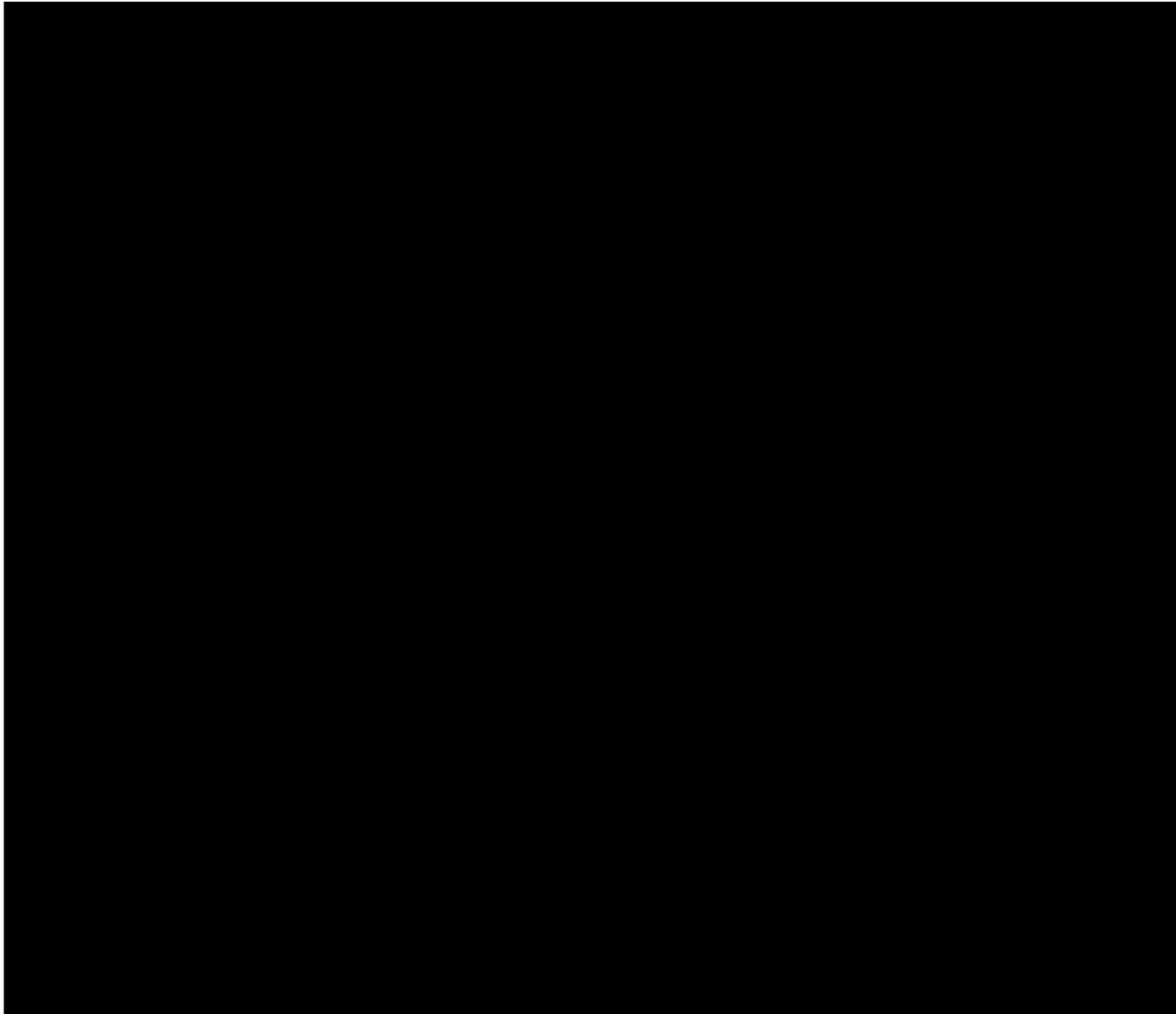
1.9 LIQUIDATED DAMAGES

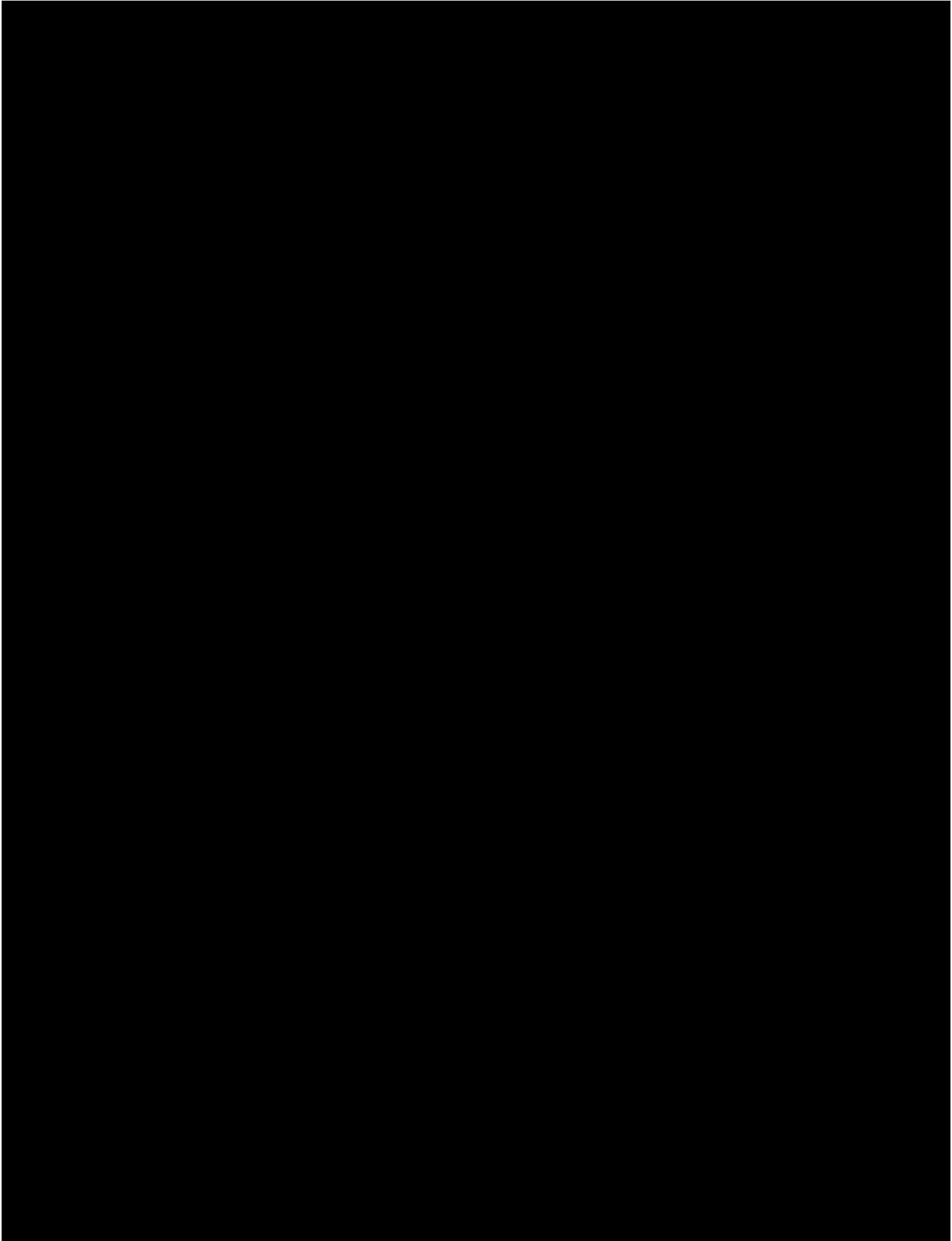


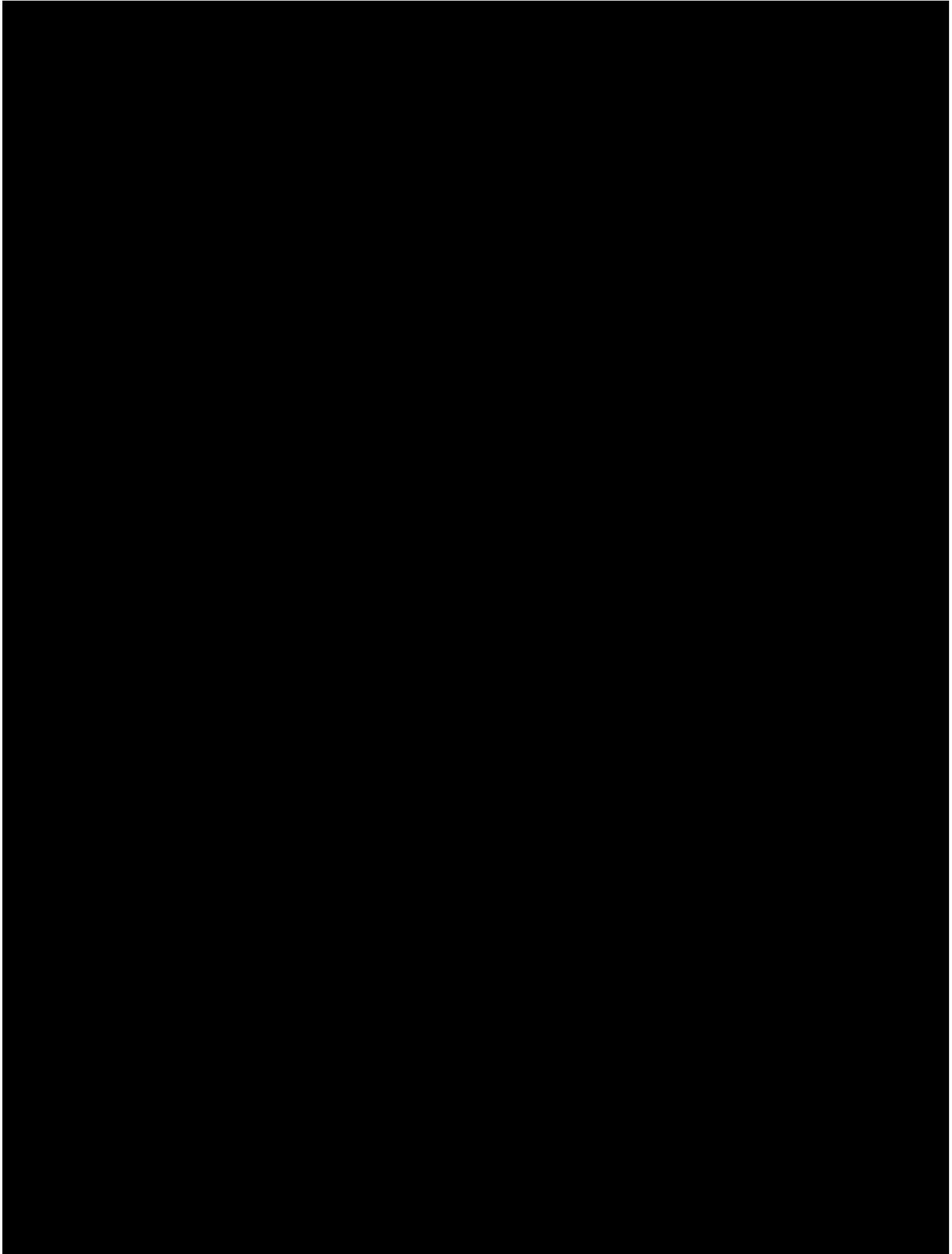
2. PROJECT MANAGEMENT

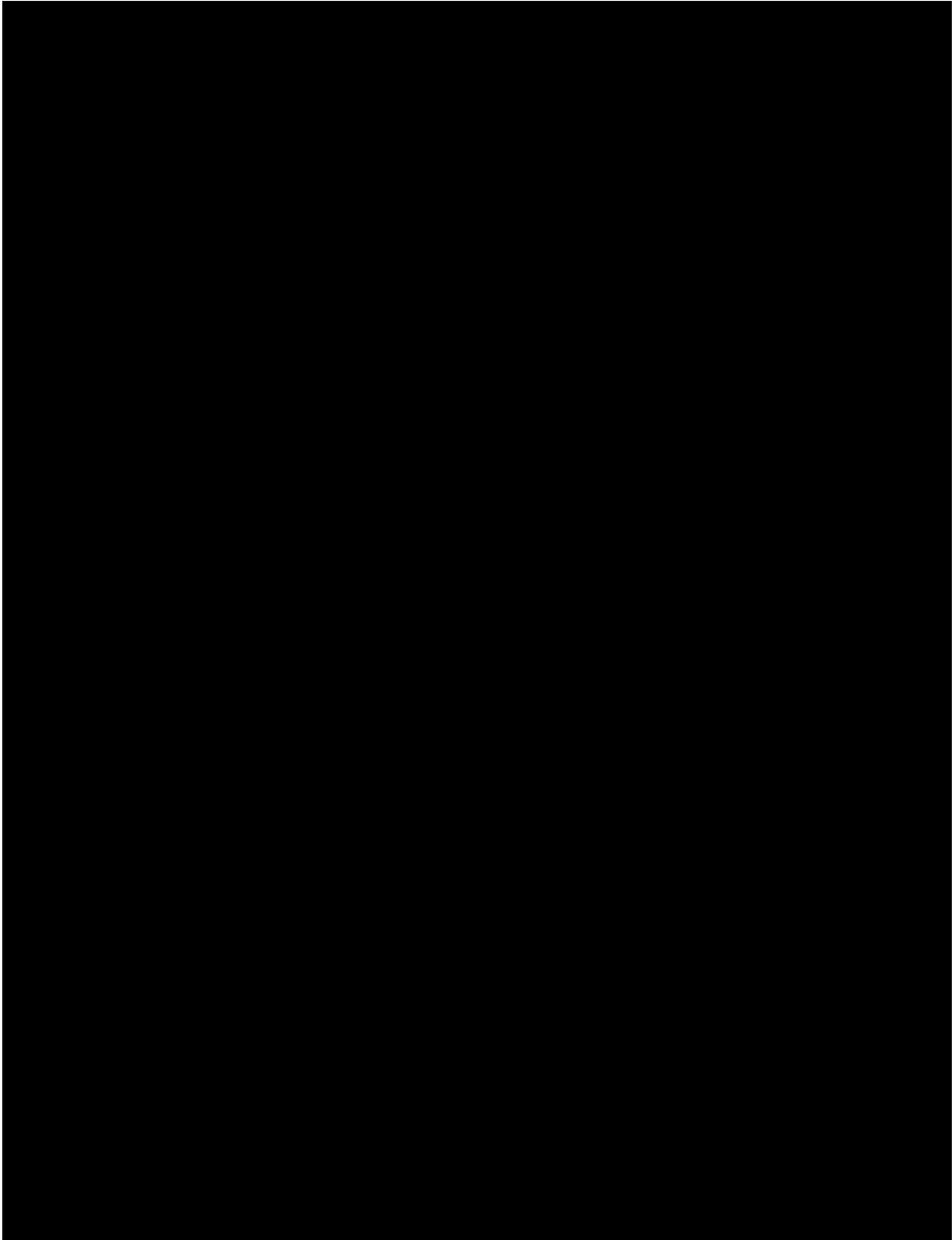


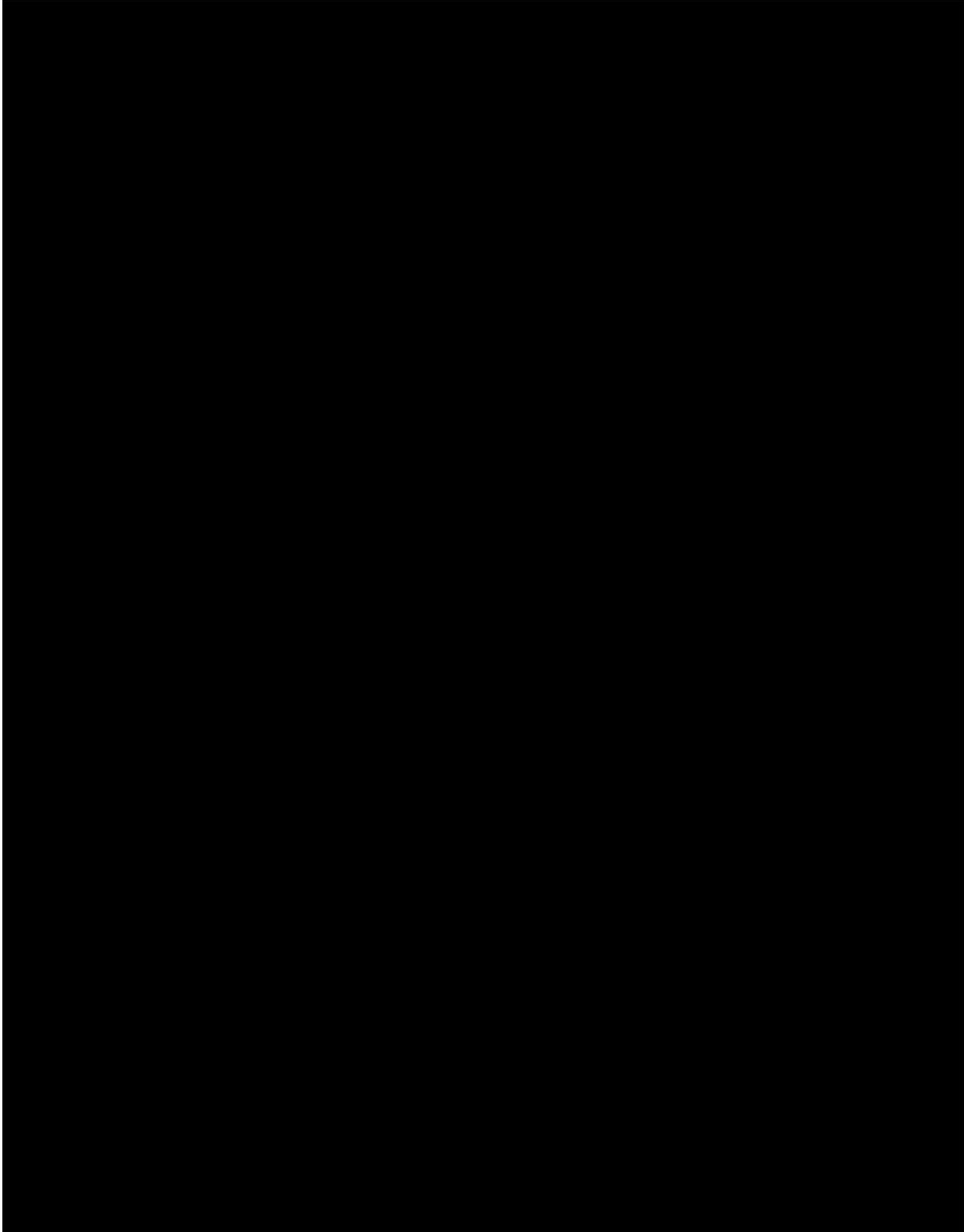
2.1 MAJOR ACTIVITIES

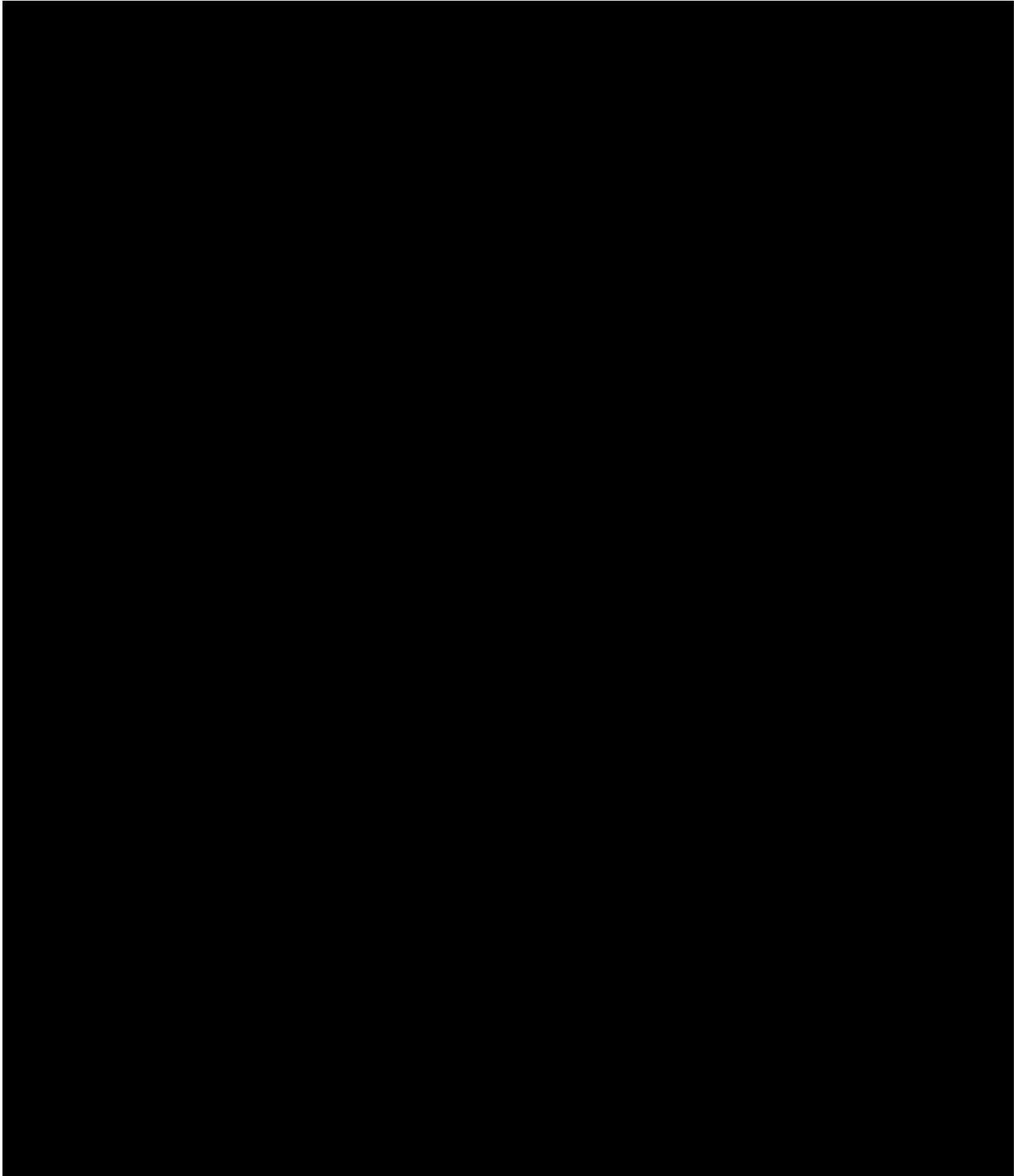


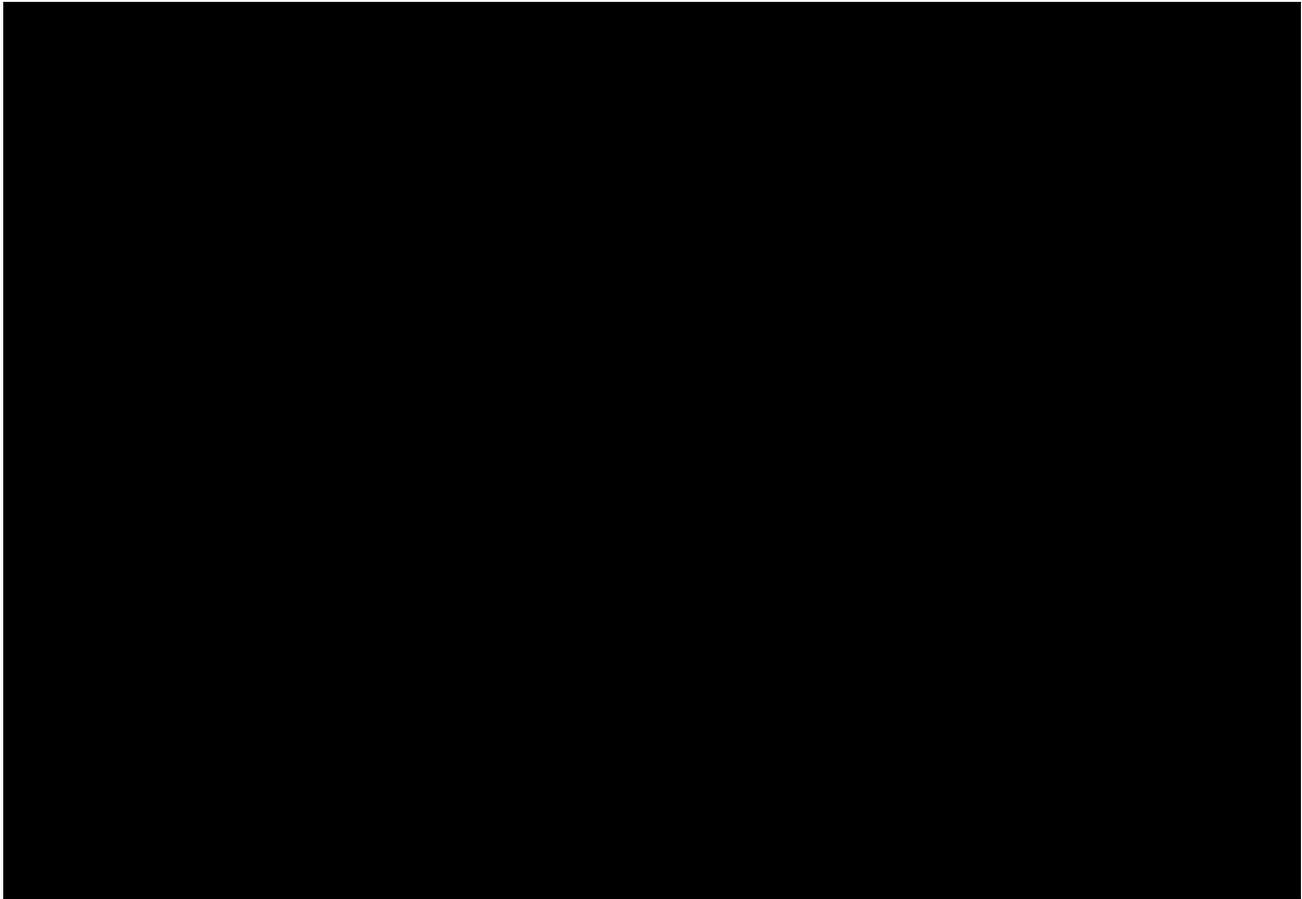




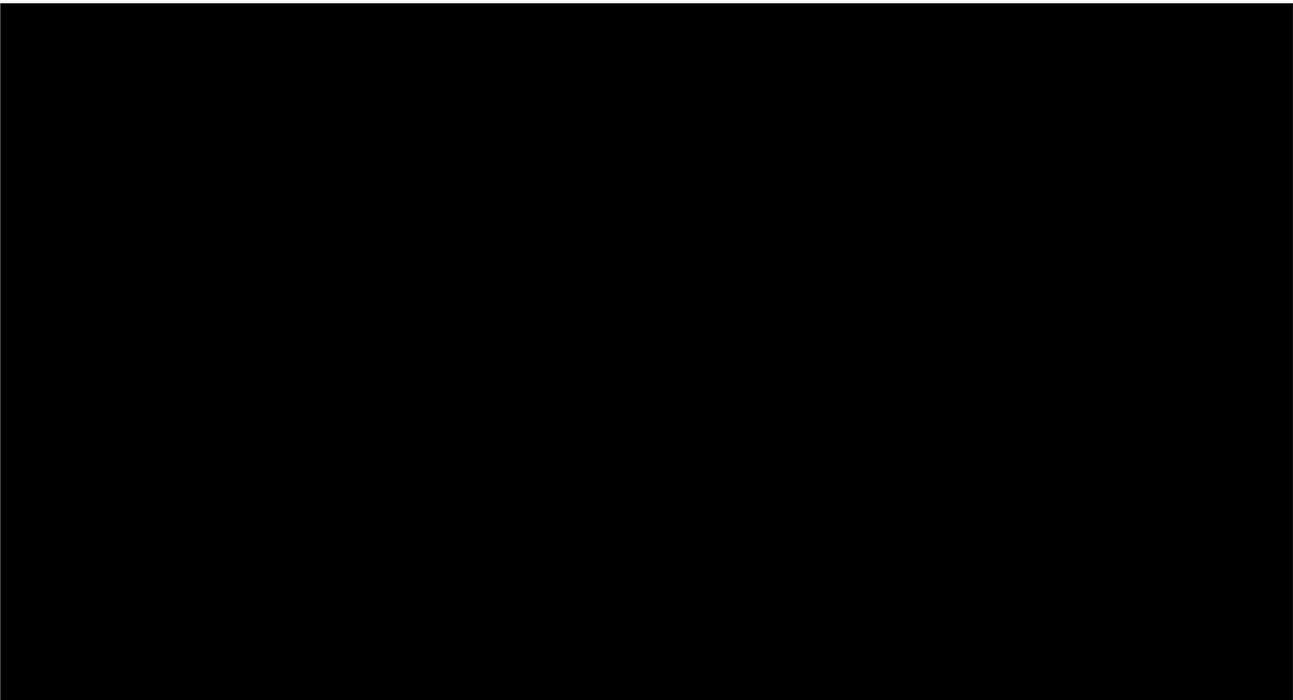


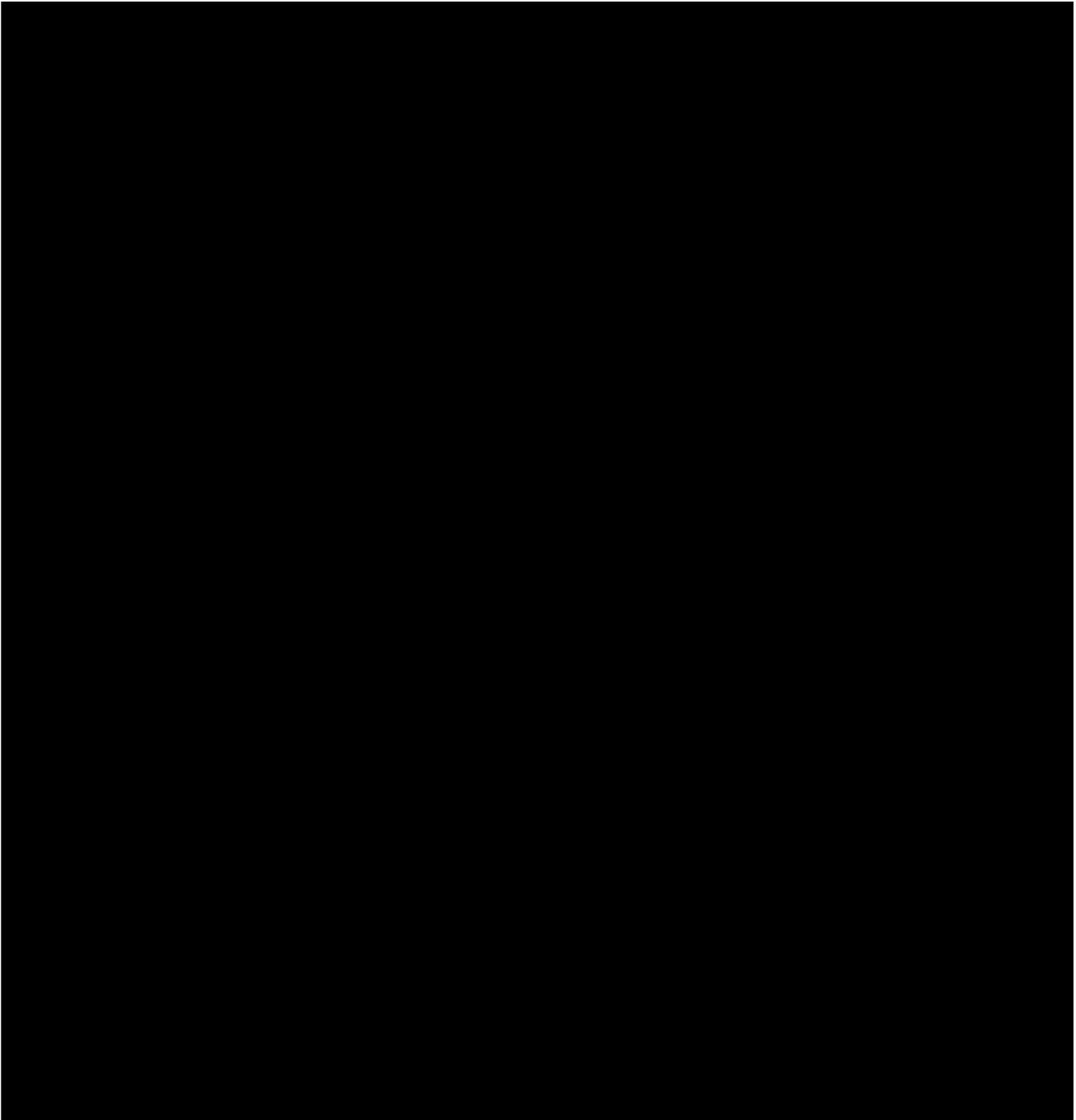






2.2 DELIVERABLES

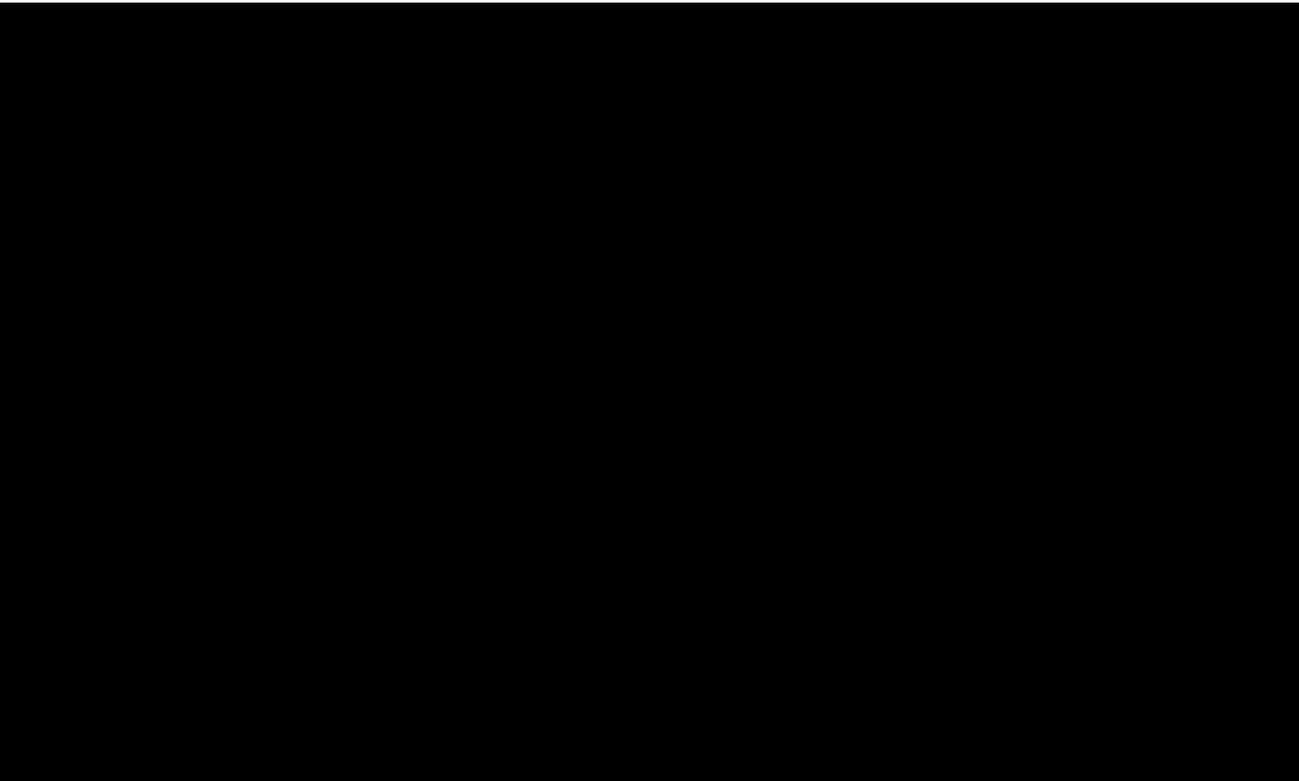




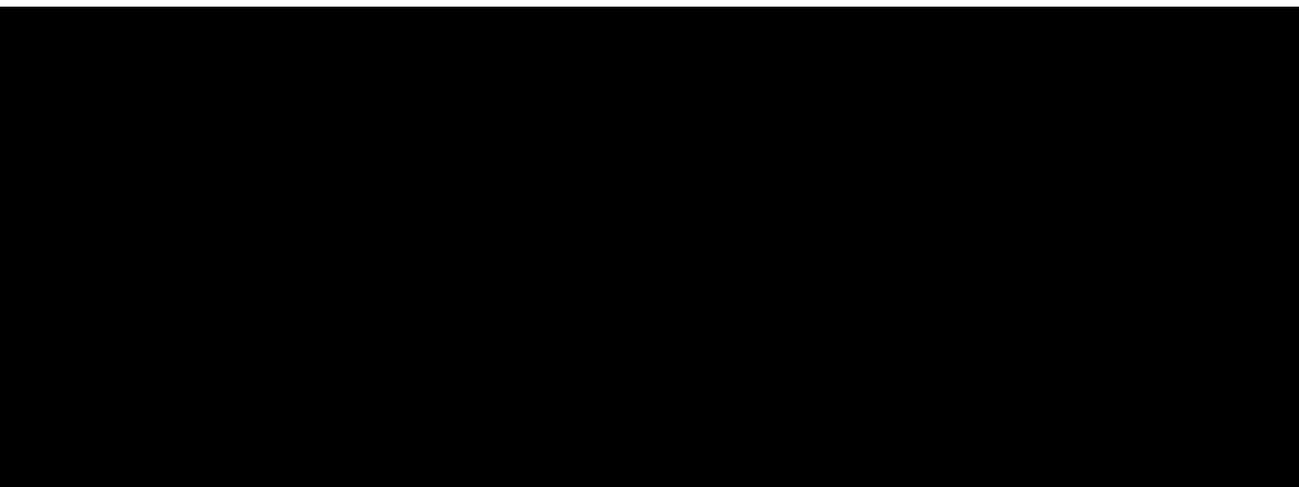
3. TECHNICAL ARCHITECTURE AND INFRASTRUCTURE DESIGN

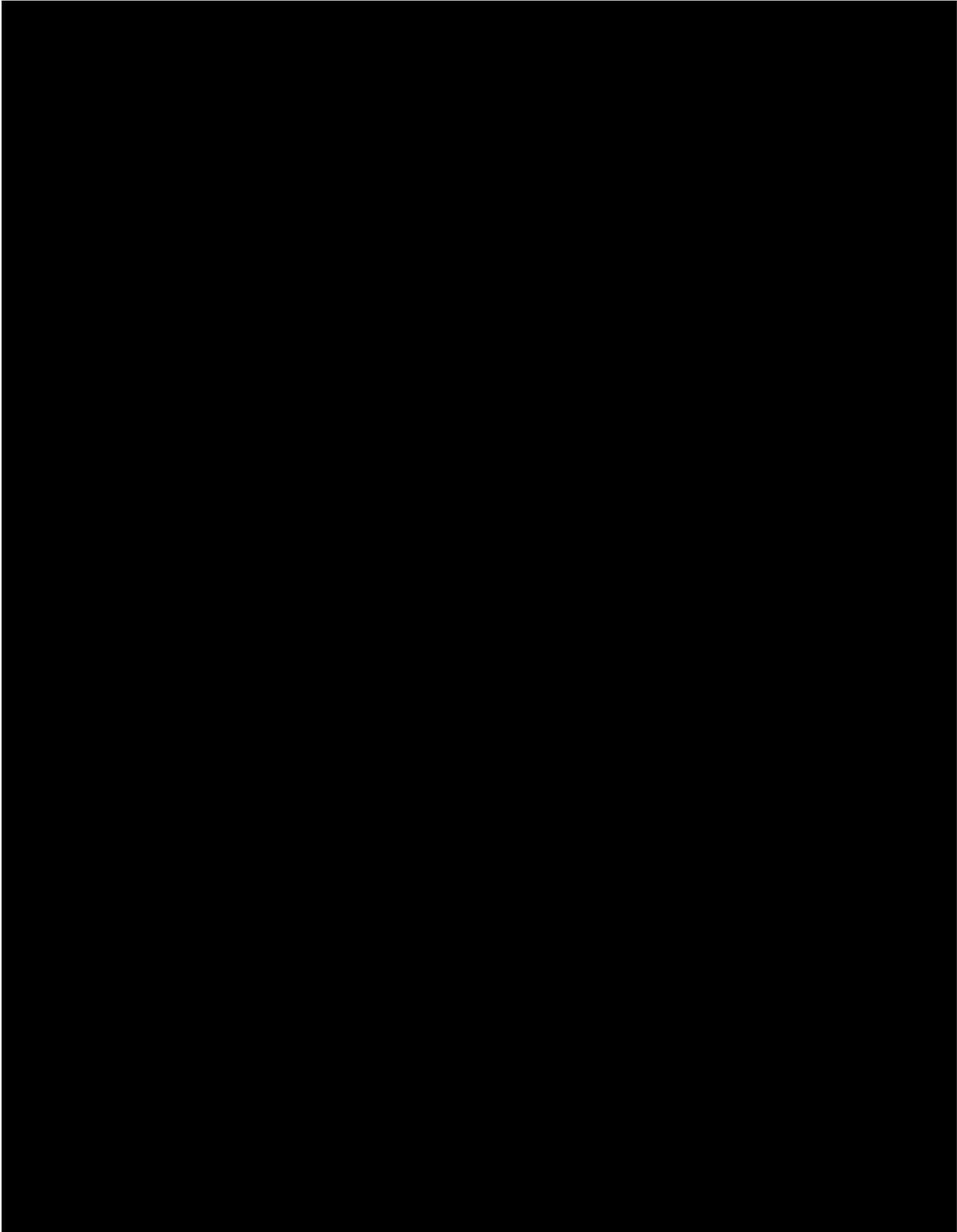


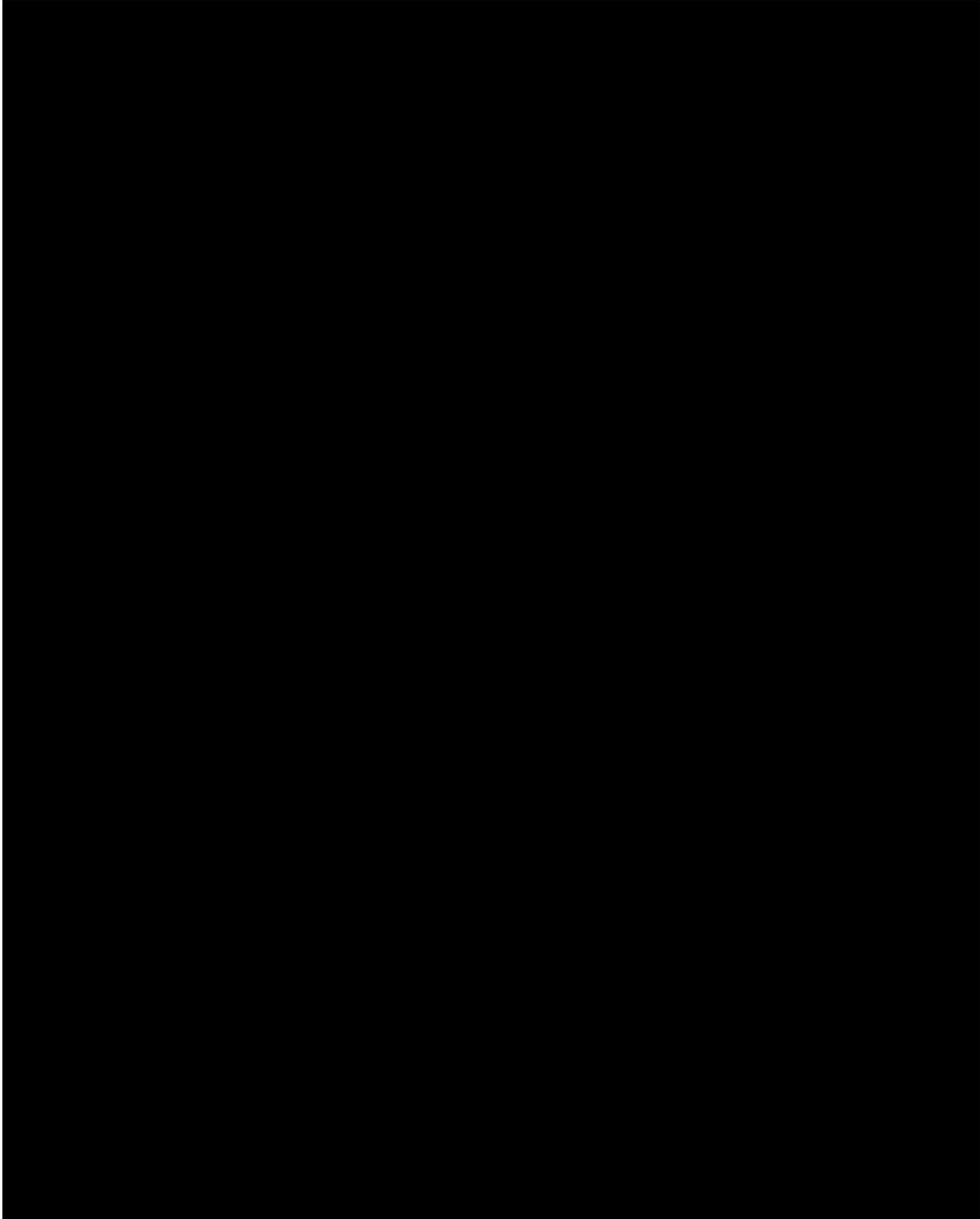
3.1 APPROACH

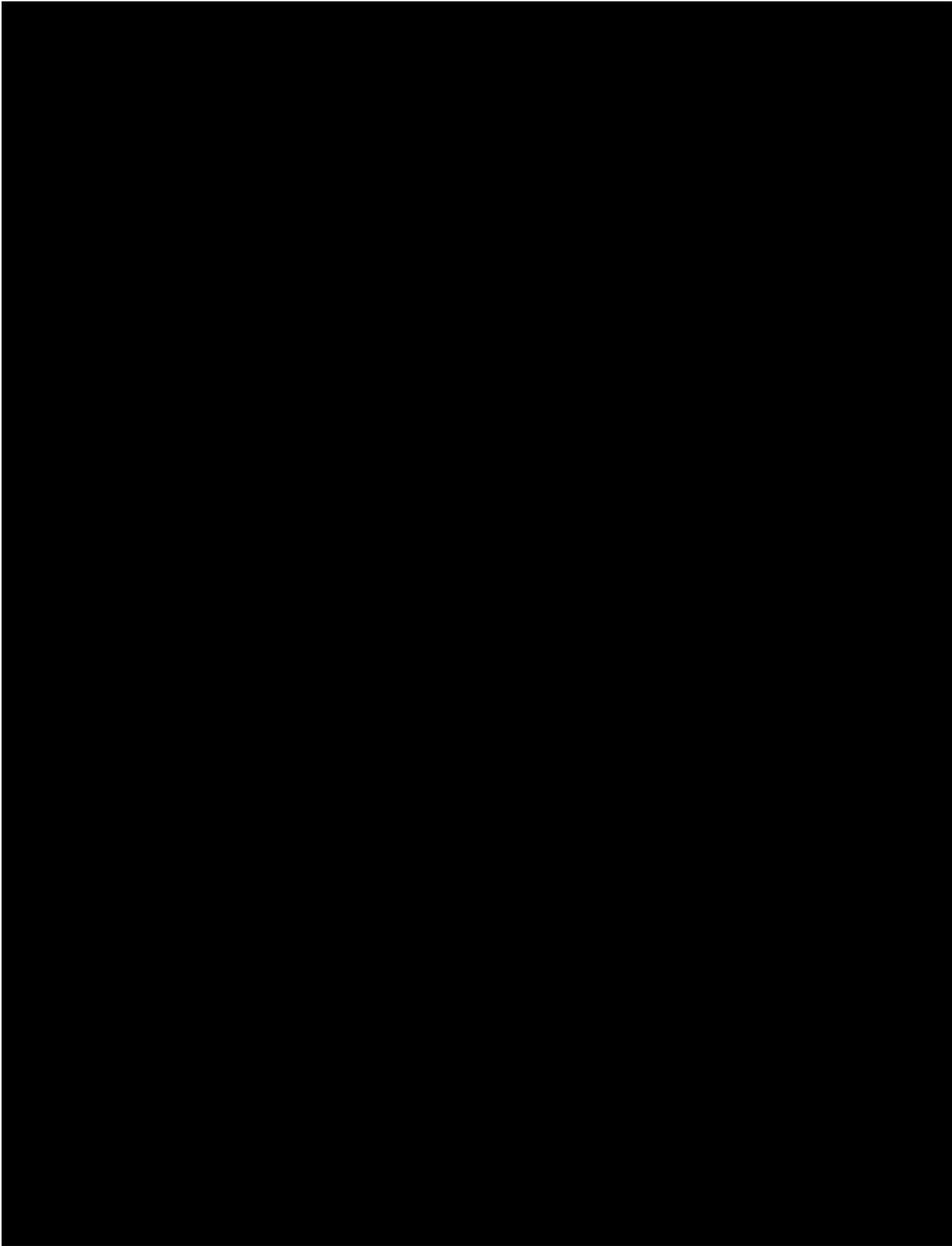


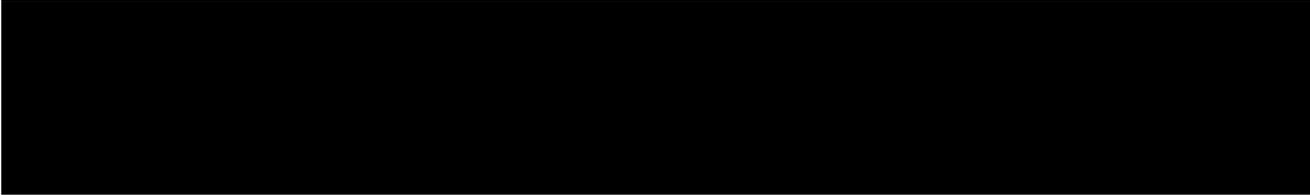
3.2 MAJOR ACTIVITIES



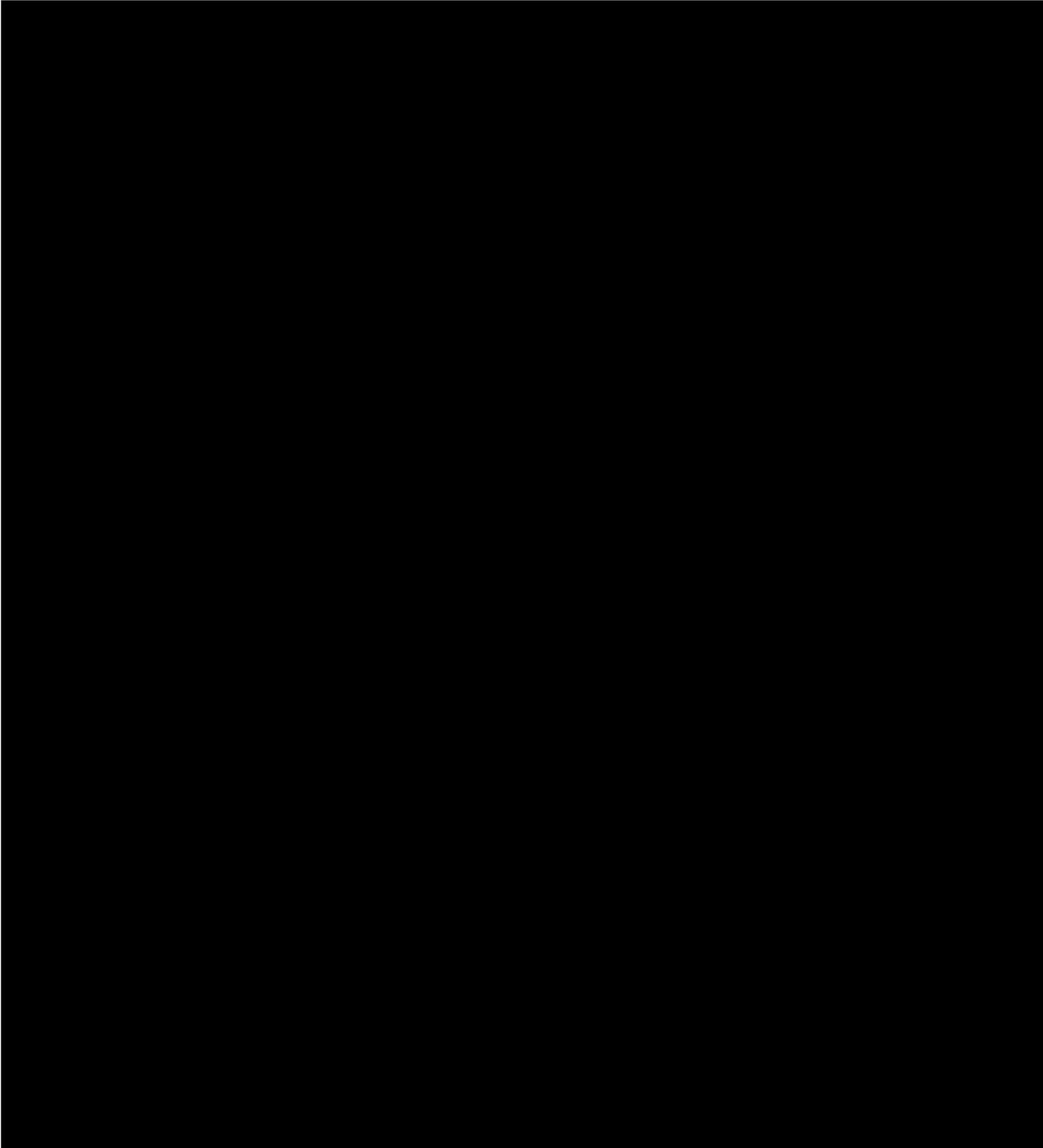








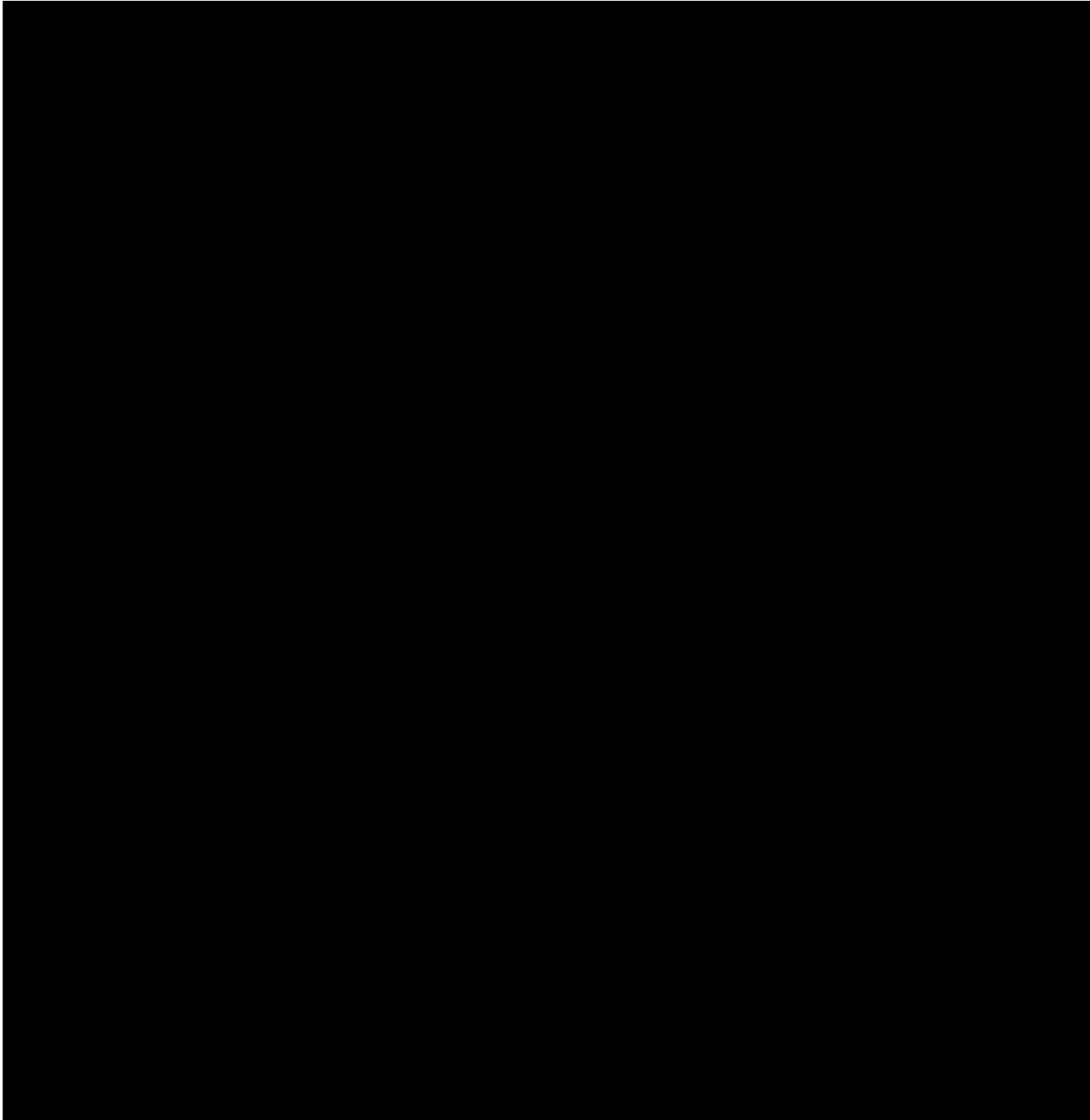
3.3 DELIVERABLES



4. SYSTEM CONFIGURATION

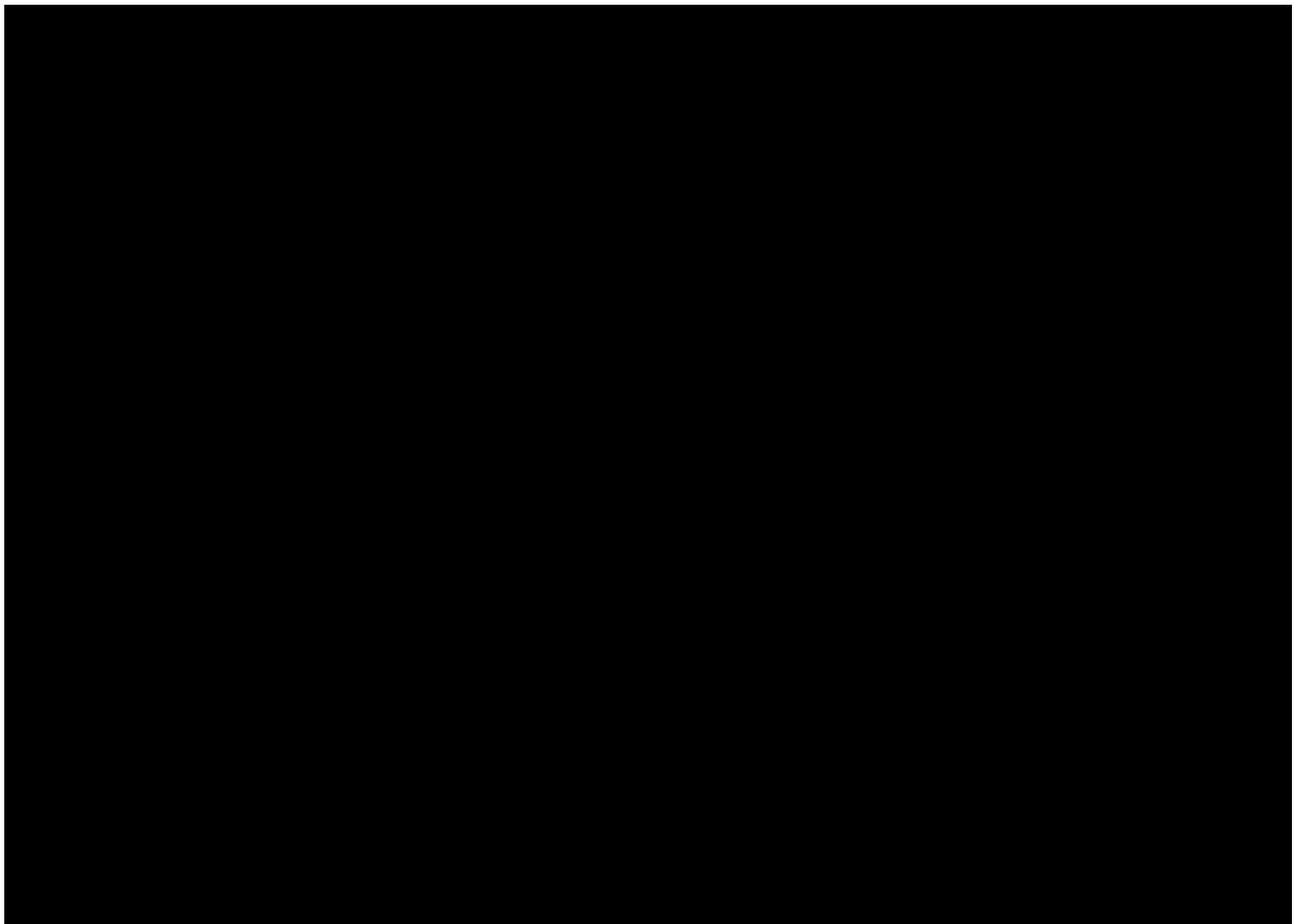


4.1 MAJOR ACTIVITIES

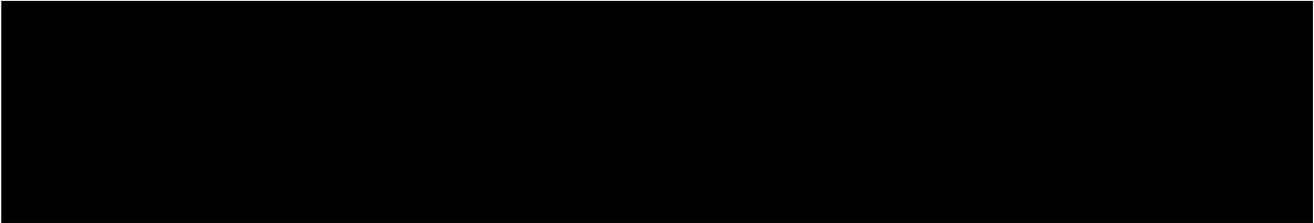




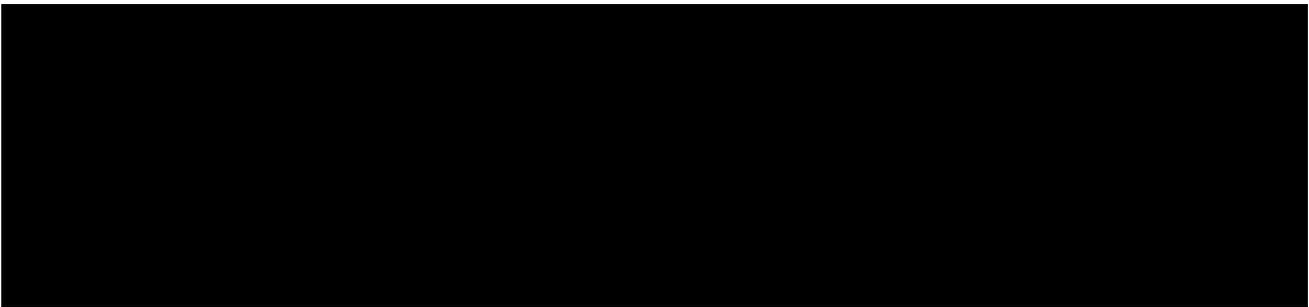
4.2 DELIVERABLES



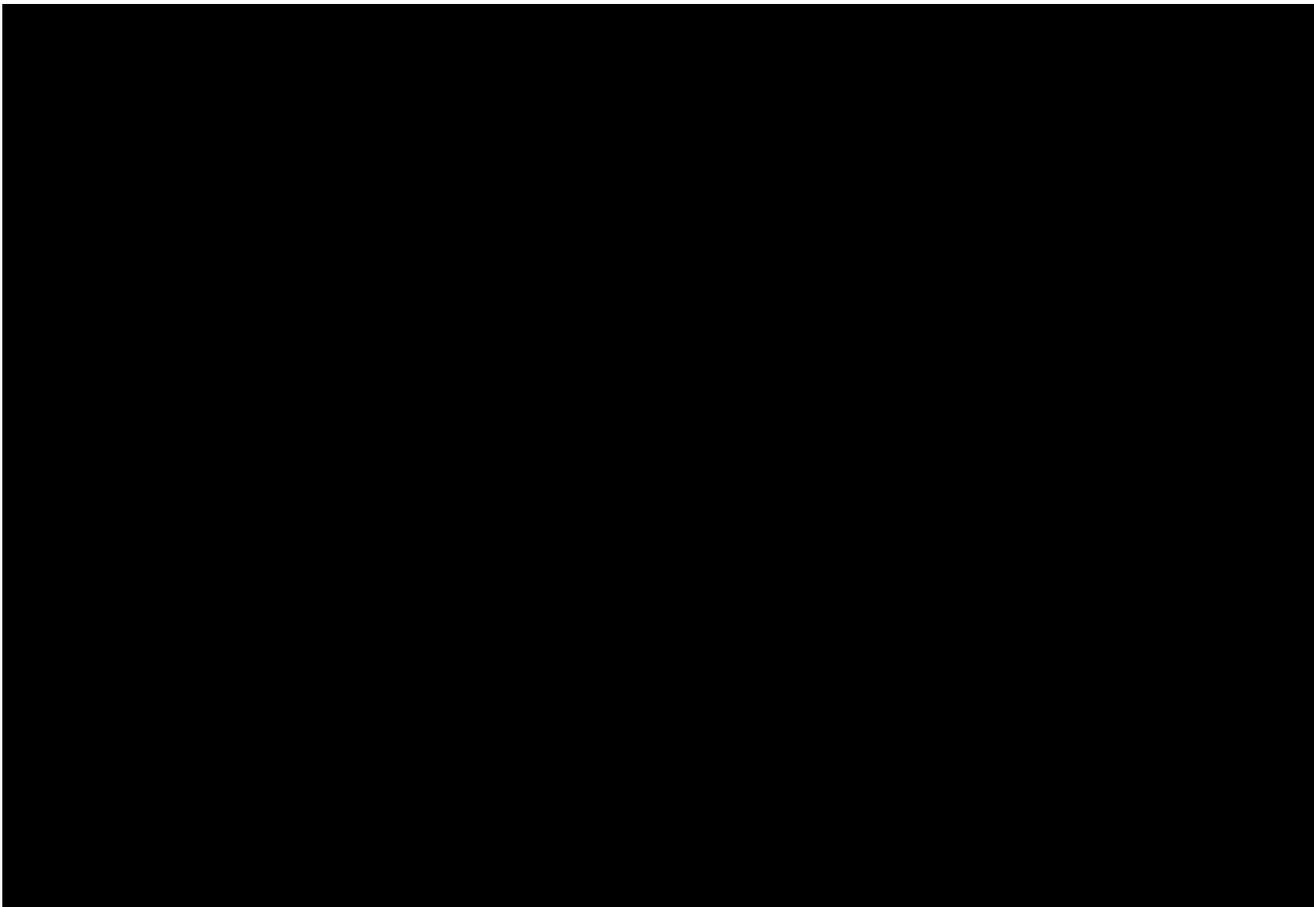
5. MODIFICATIONS (REPORTS, EXTENSIONS, FORMS, AND WORKFLOW)

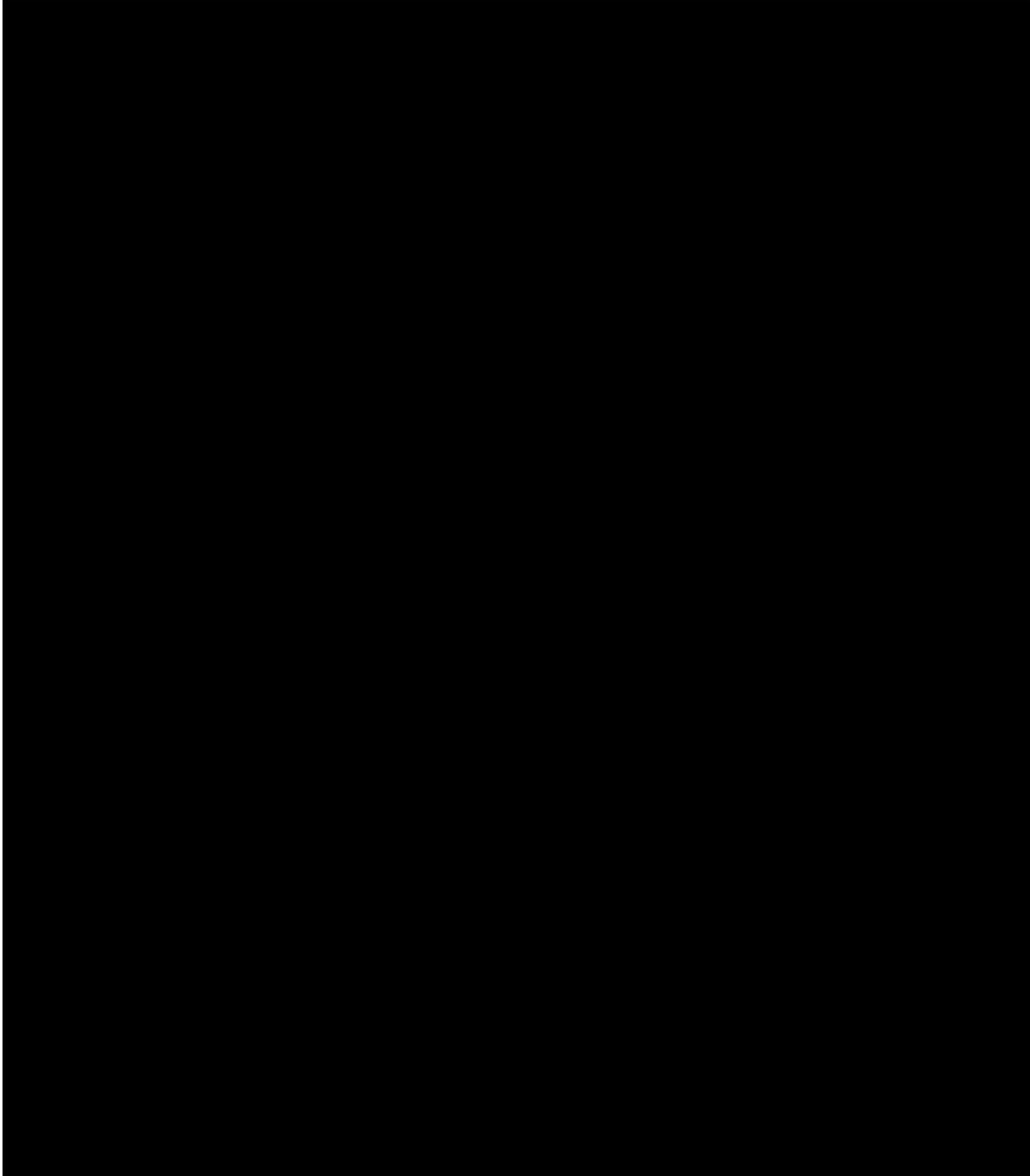


5.1 APPROACH



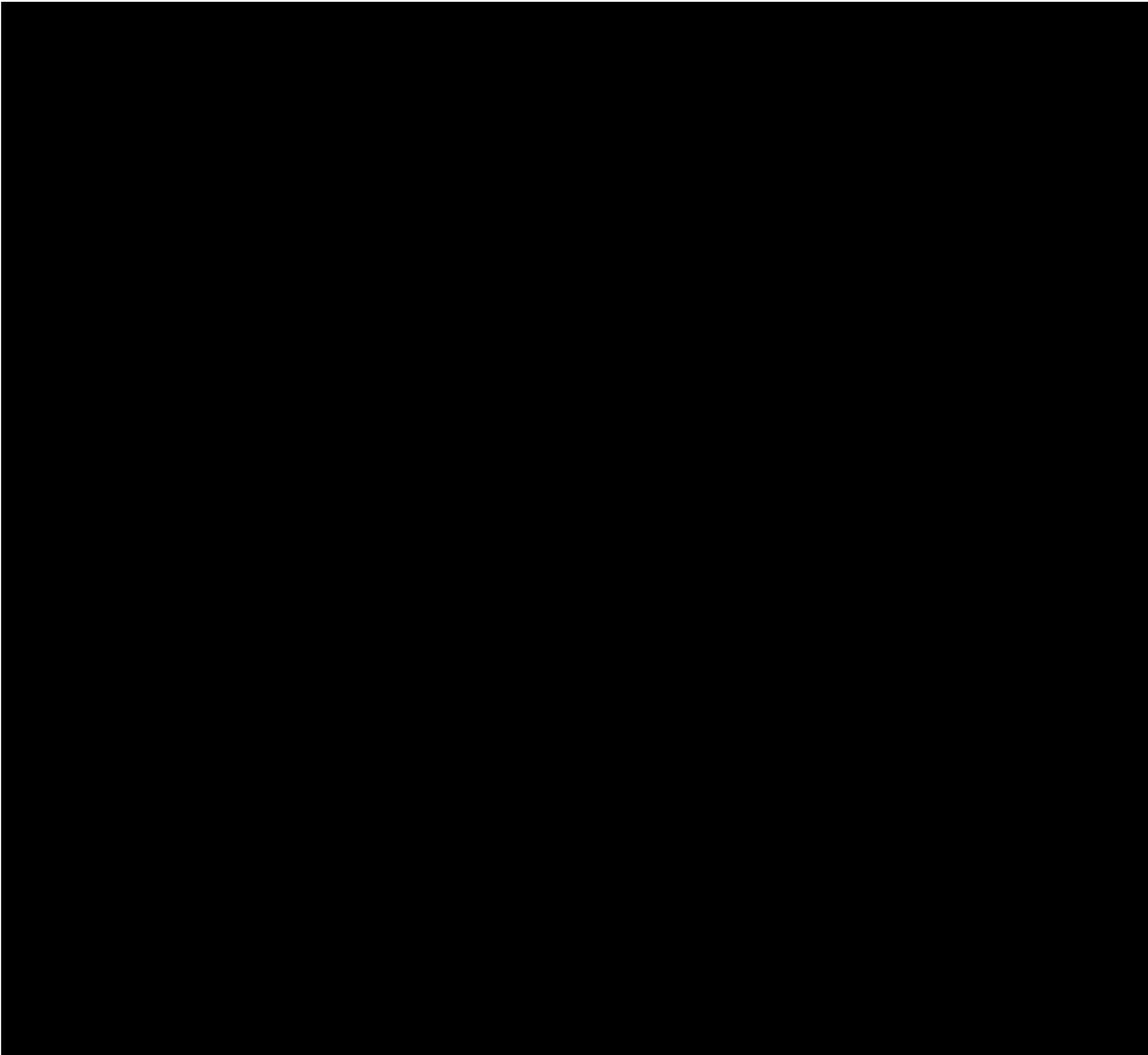
5.2 MAJOR ACTIVITIES



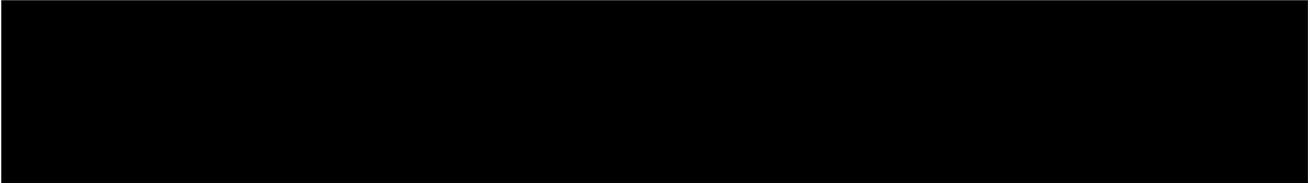




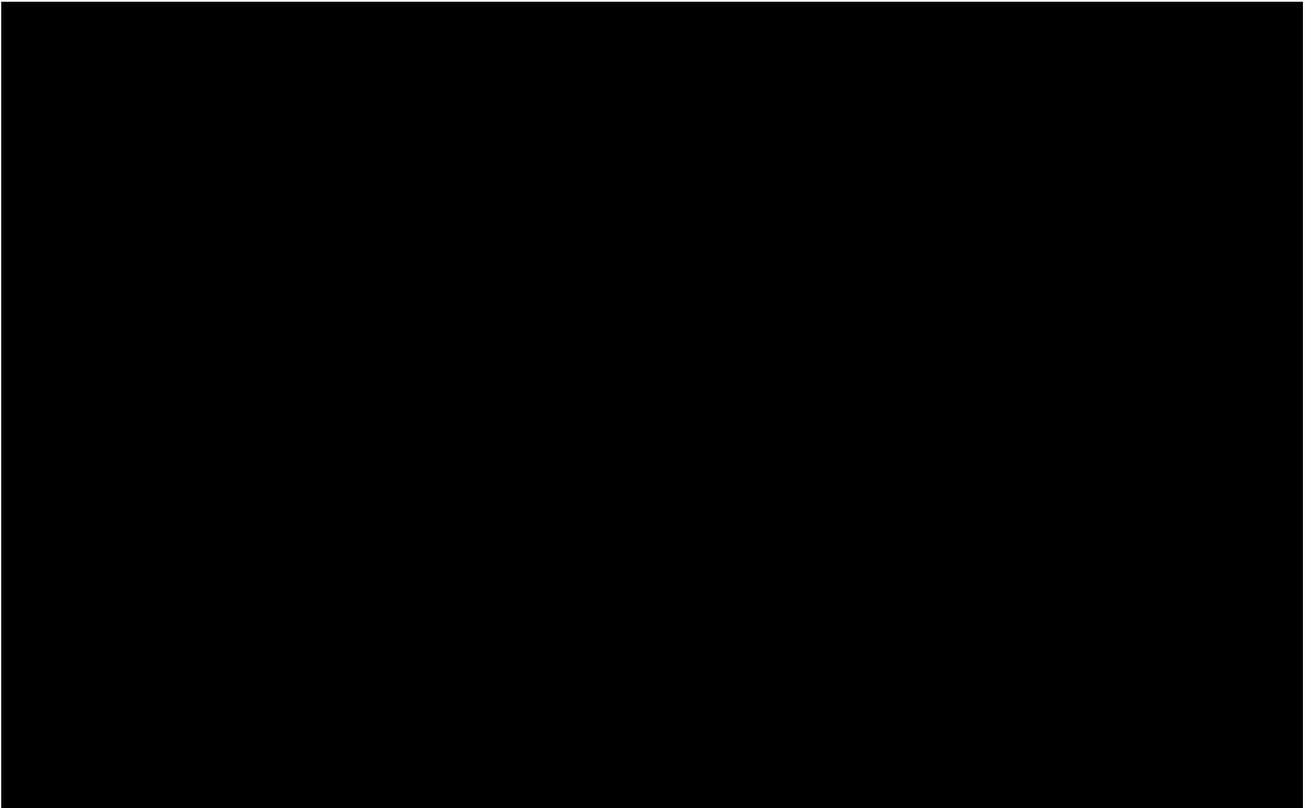
5.3 DELIVERABLES



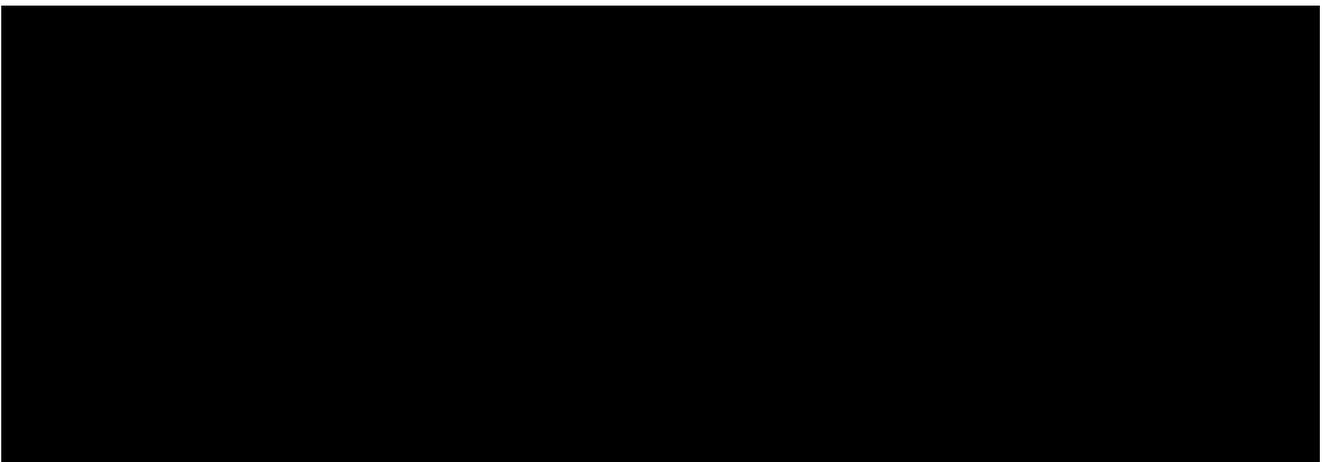
6. AUTOMATED INTERFACES

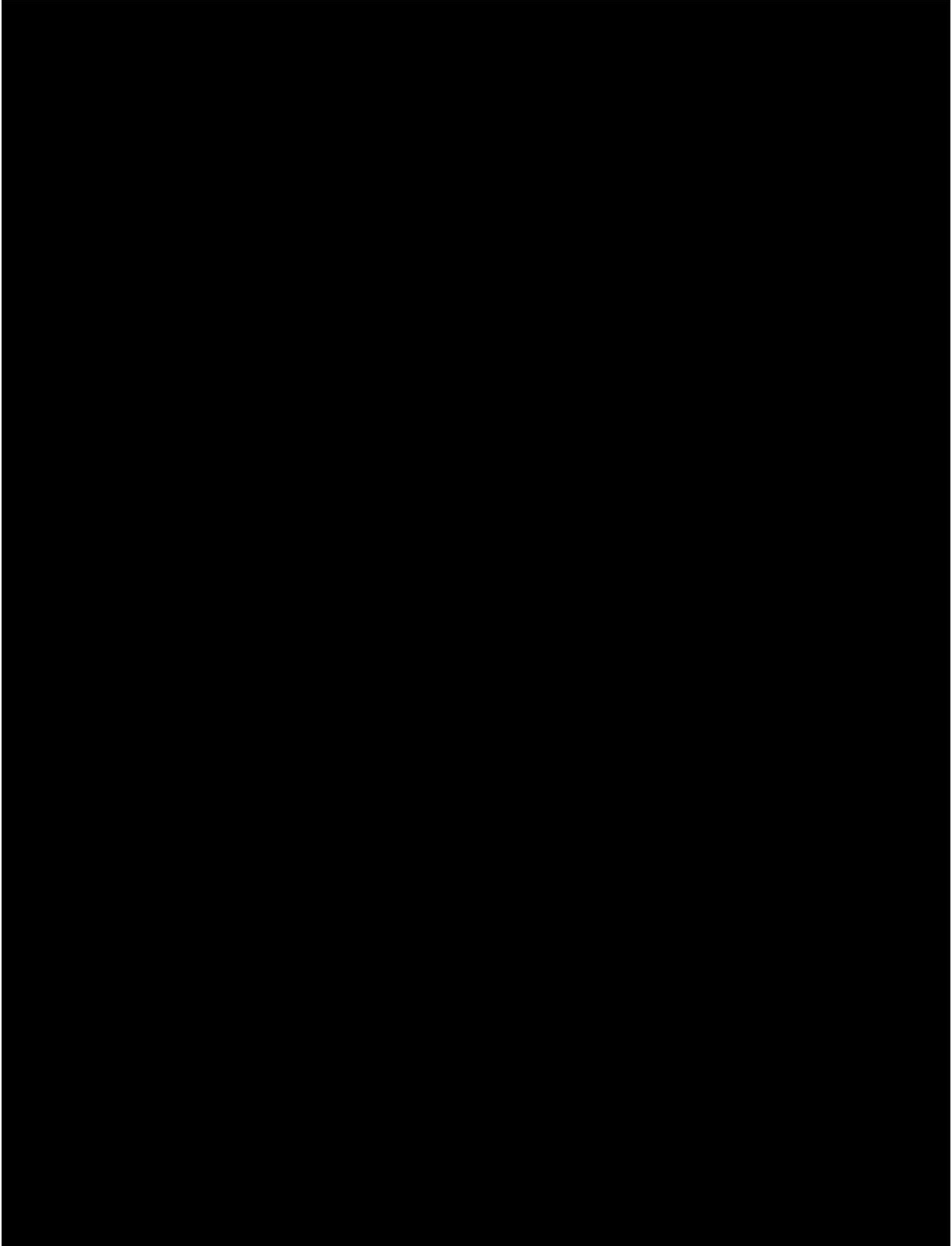


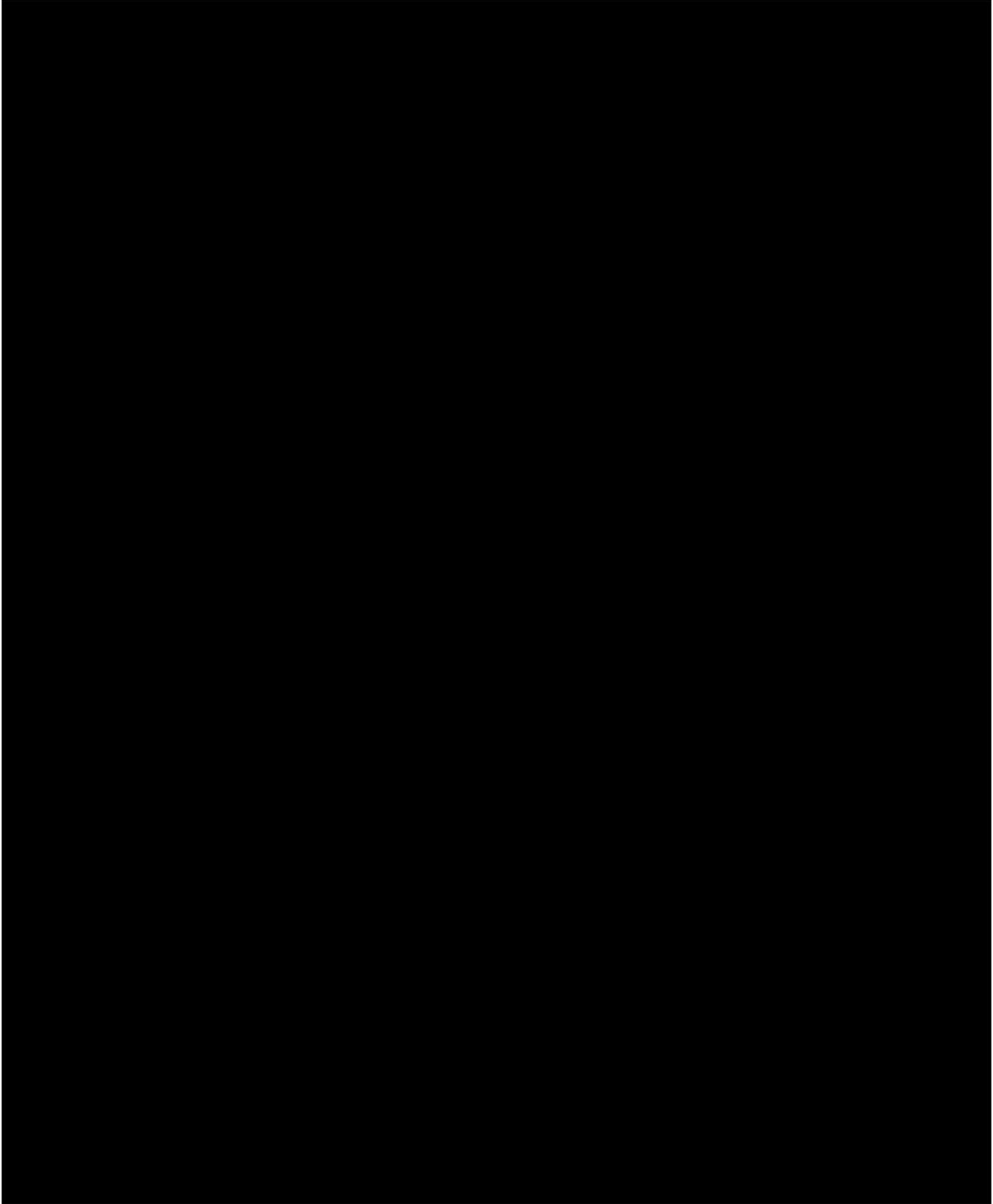
6.1 APPROACH

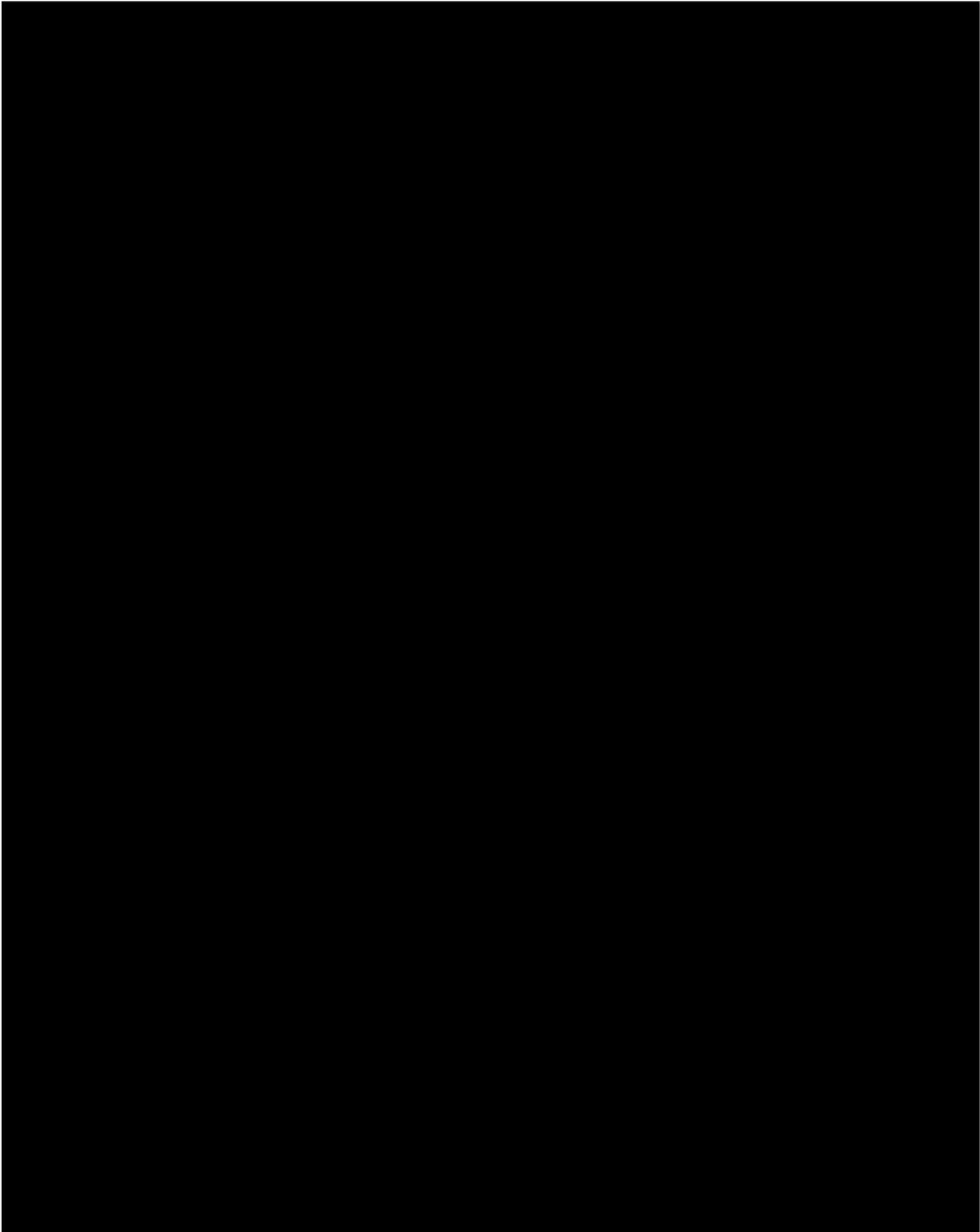


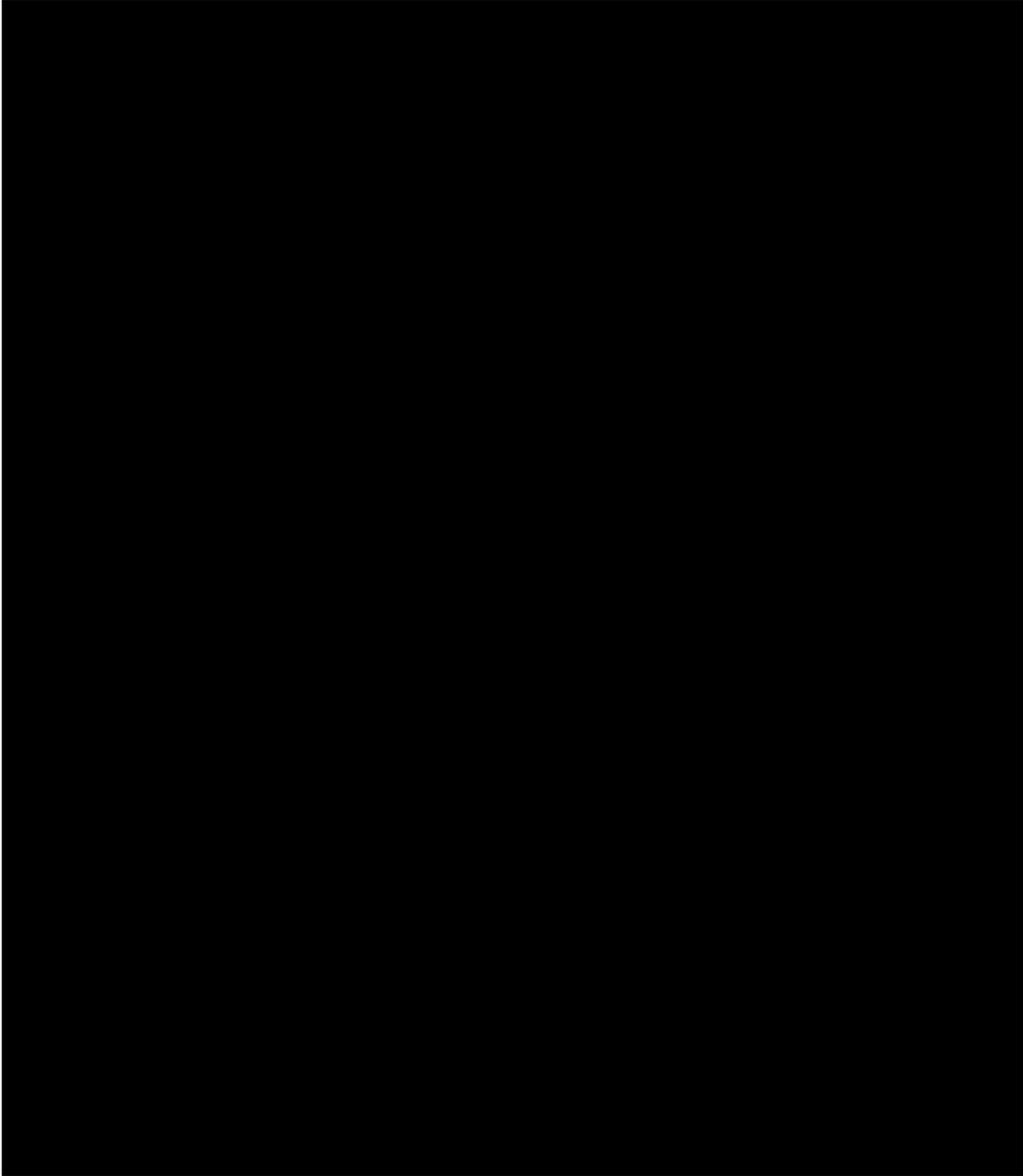
6.2 MAJOR ACTIVITIES



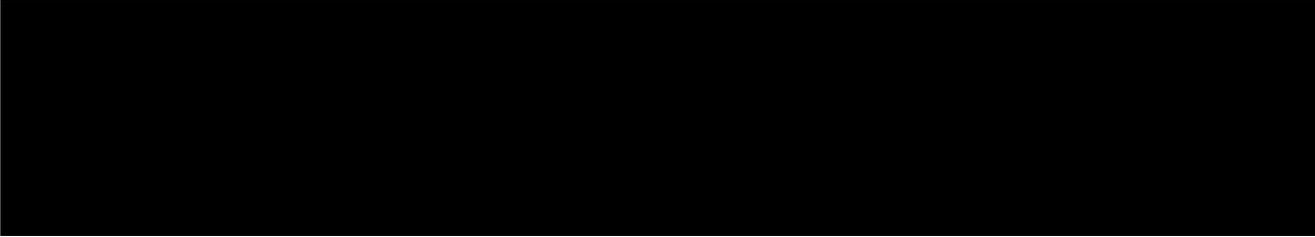




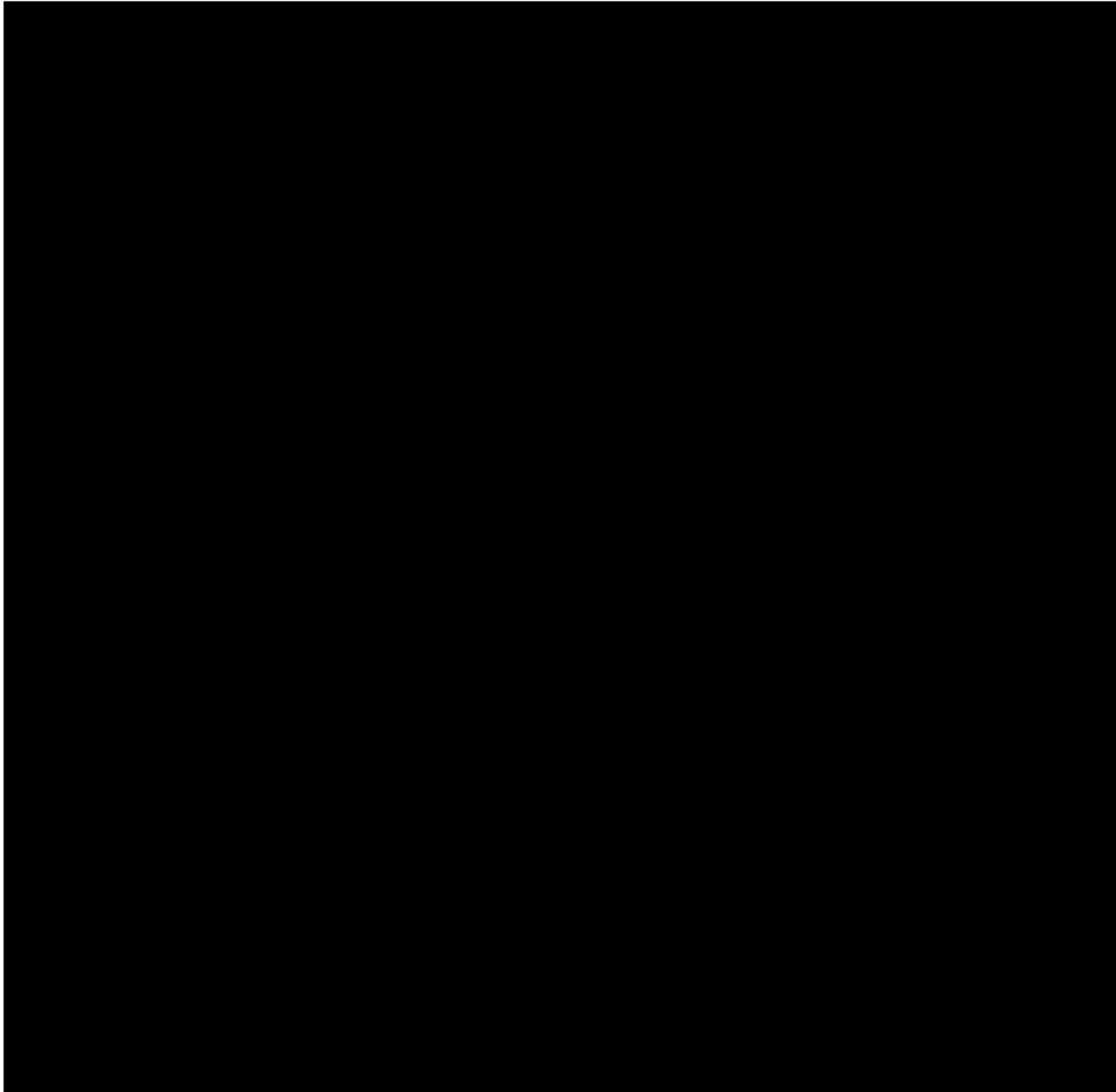




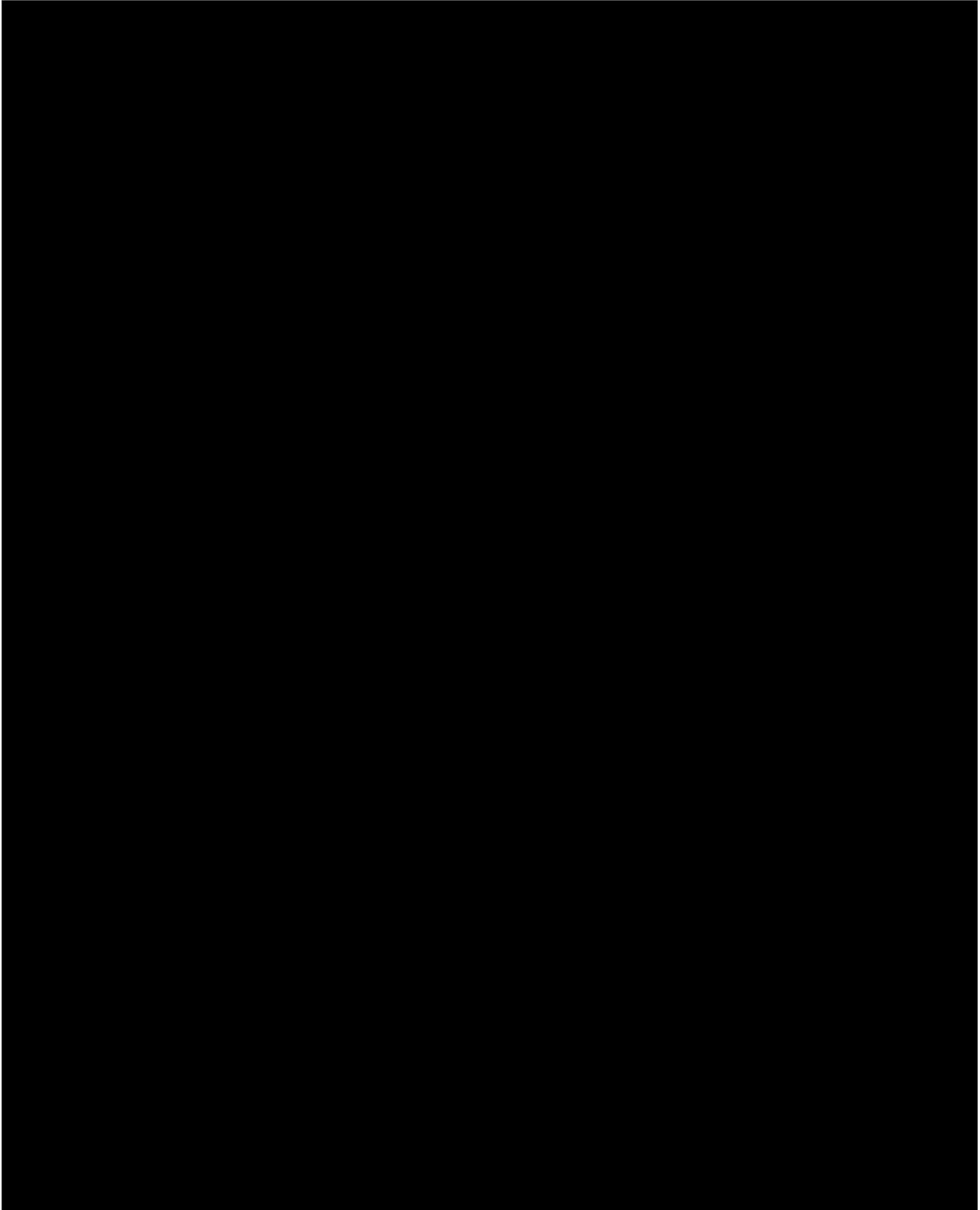
7. DATA CONVERSION

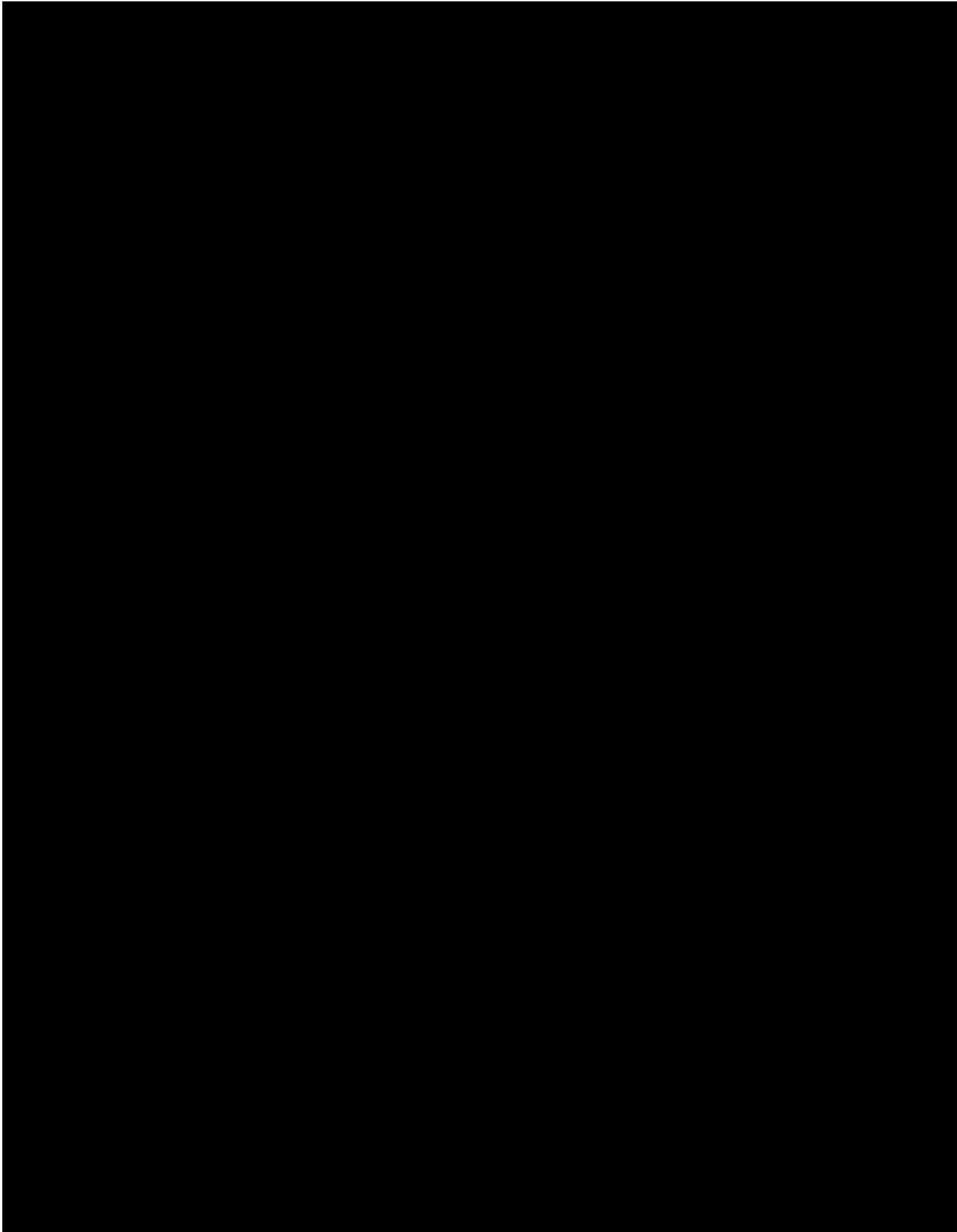


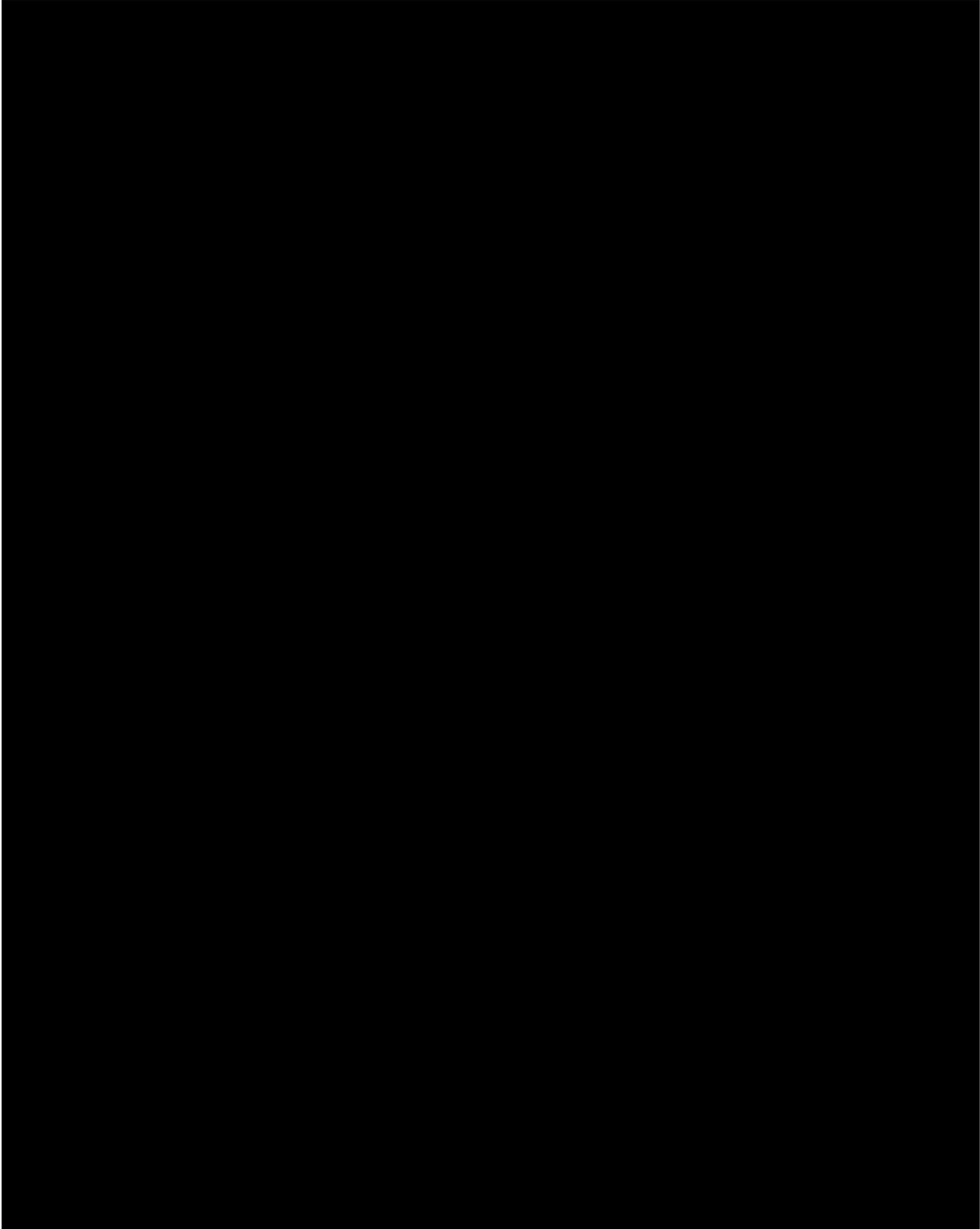
7.1 APPROACH

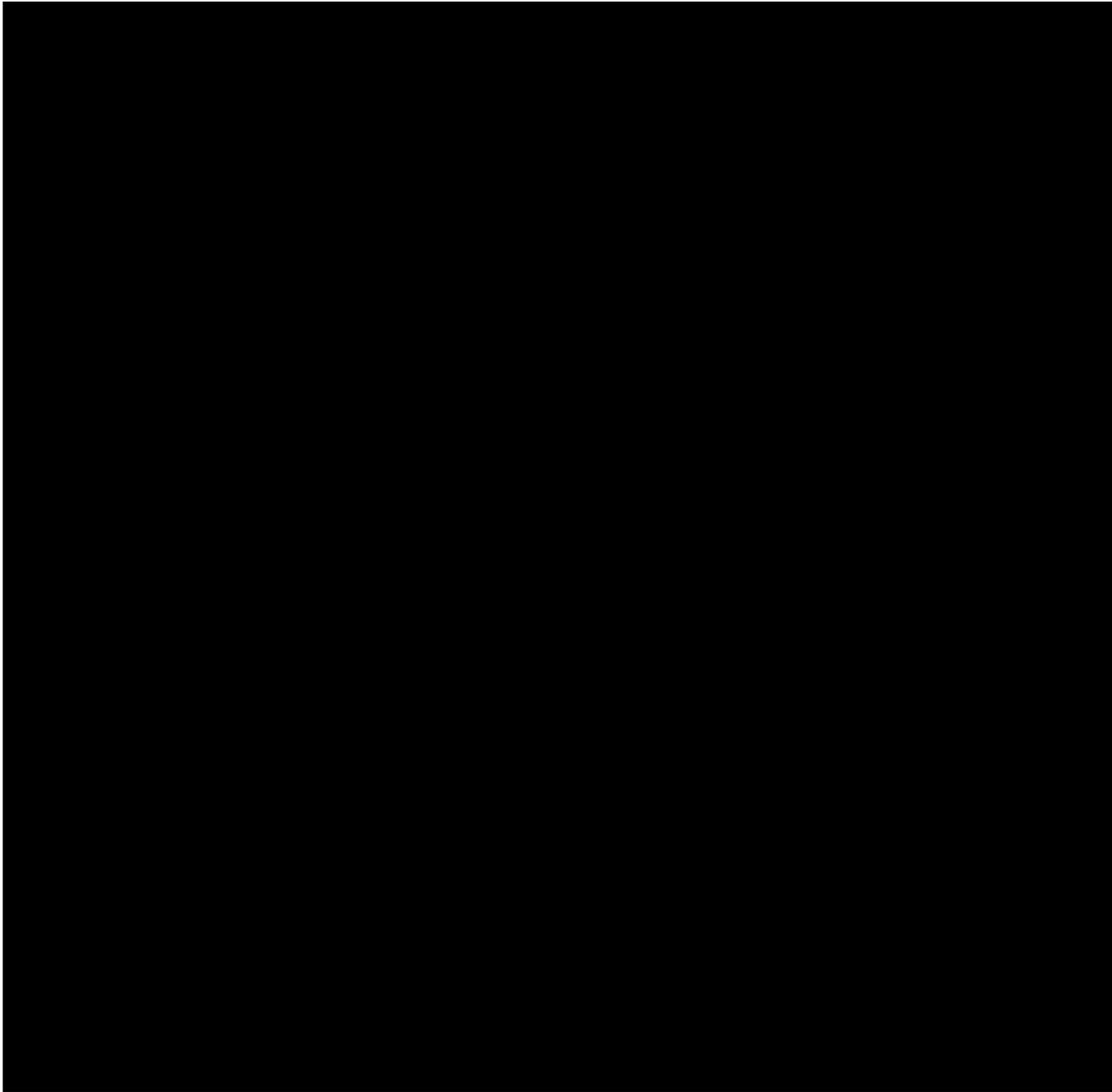


7.2 MAJOR ACTIVITIES

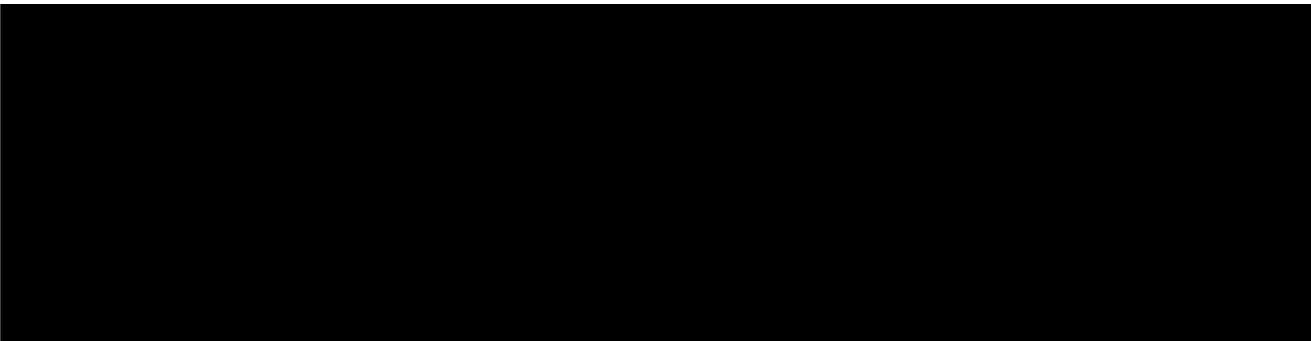




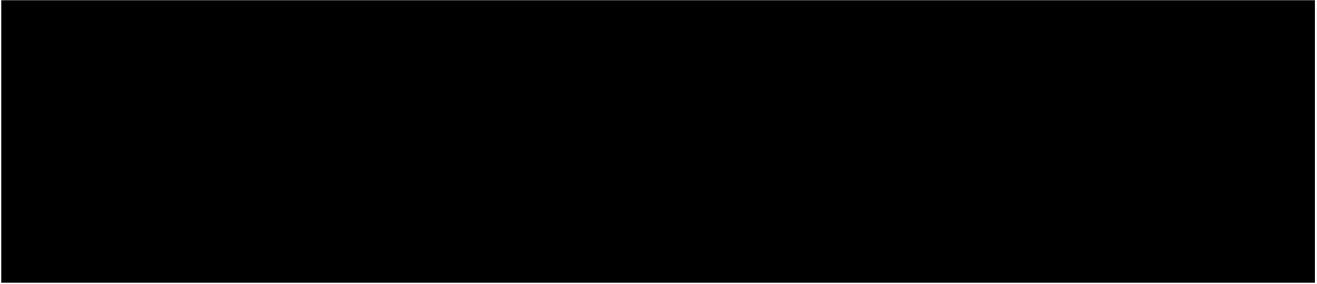




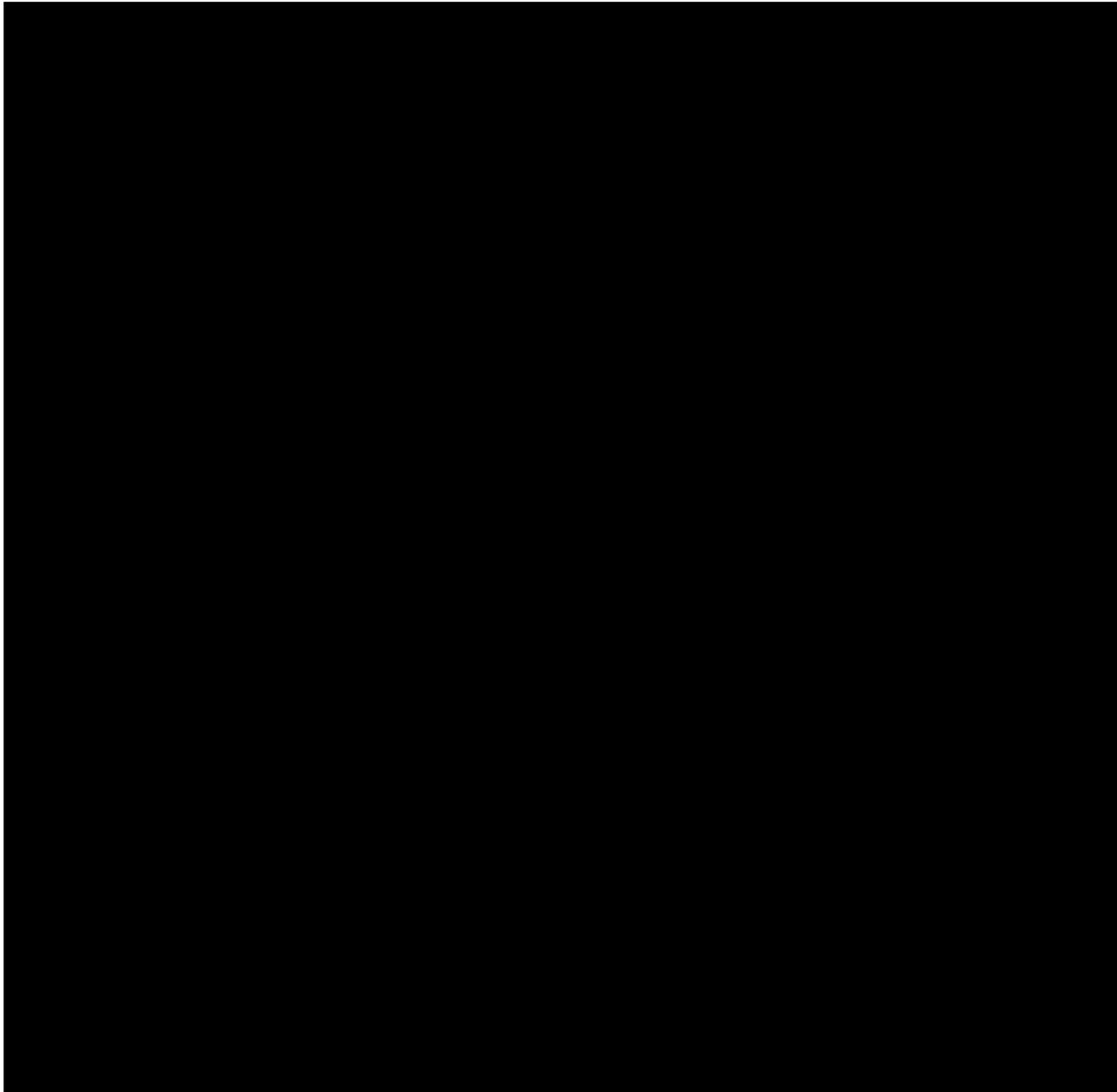
7.3 DELIVERABLES

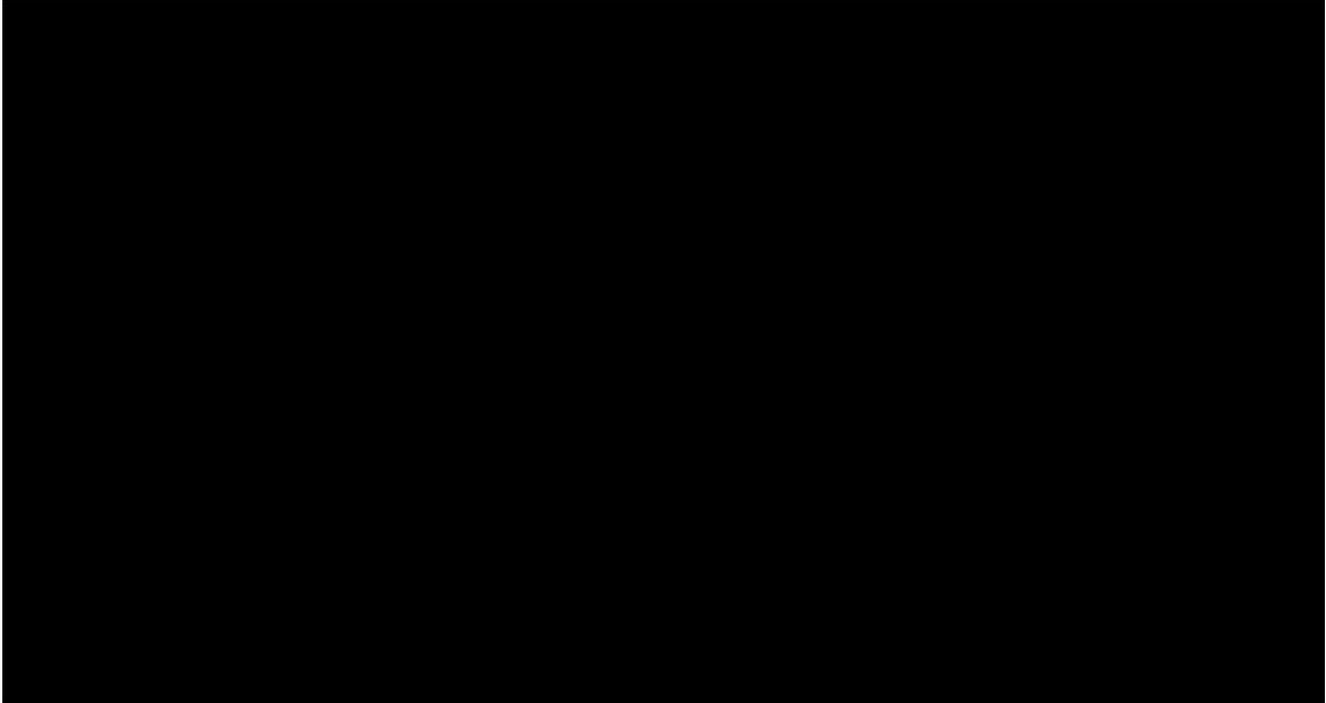


8. SECURITY CONFIGURATION

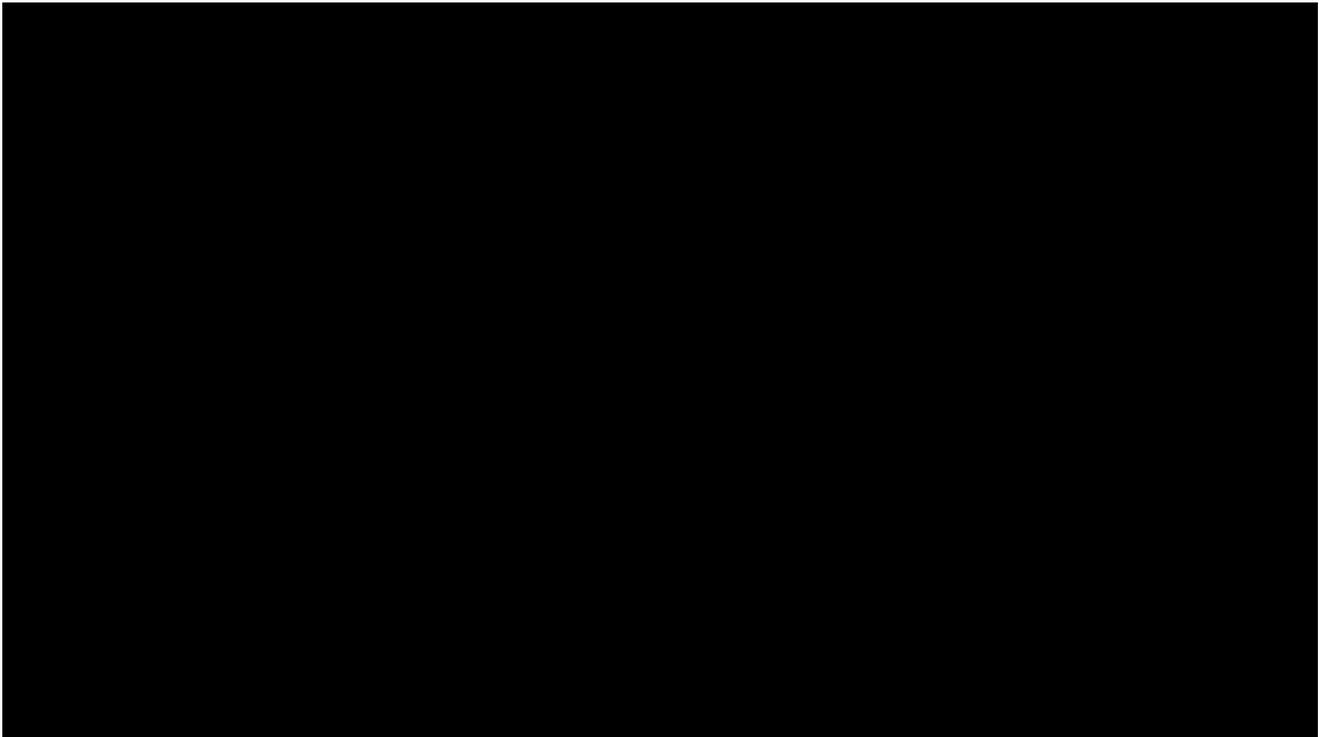


8.1 MAJOR ACTIVITIES





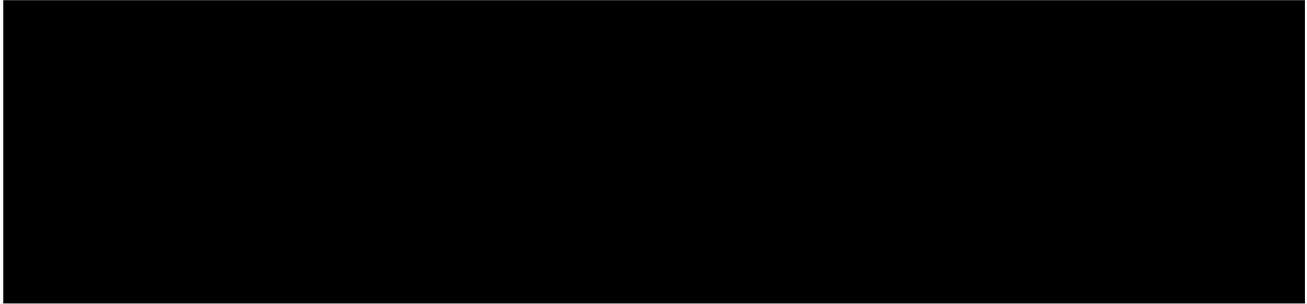
8.2 DELIVERABLES



9. TESTING



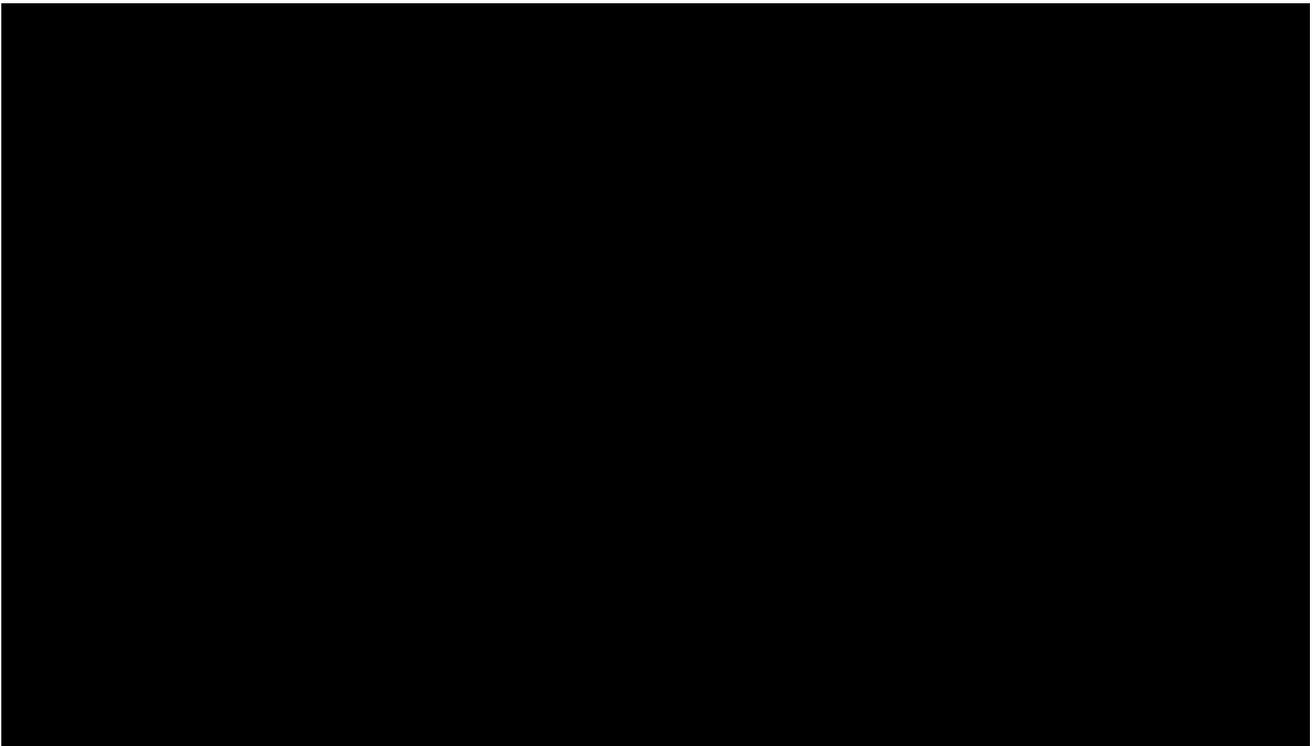
9.1 APPROACH

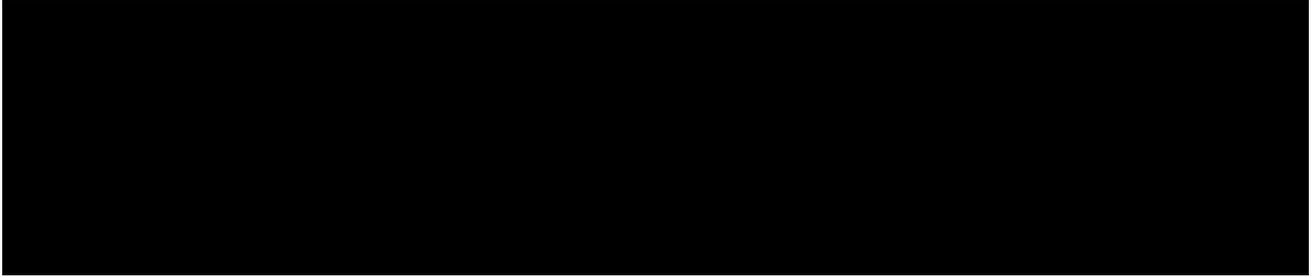


9.2 TESTING TOOLS

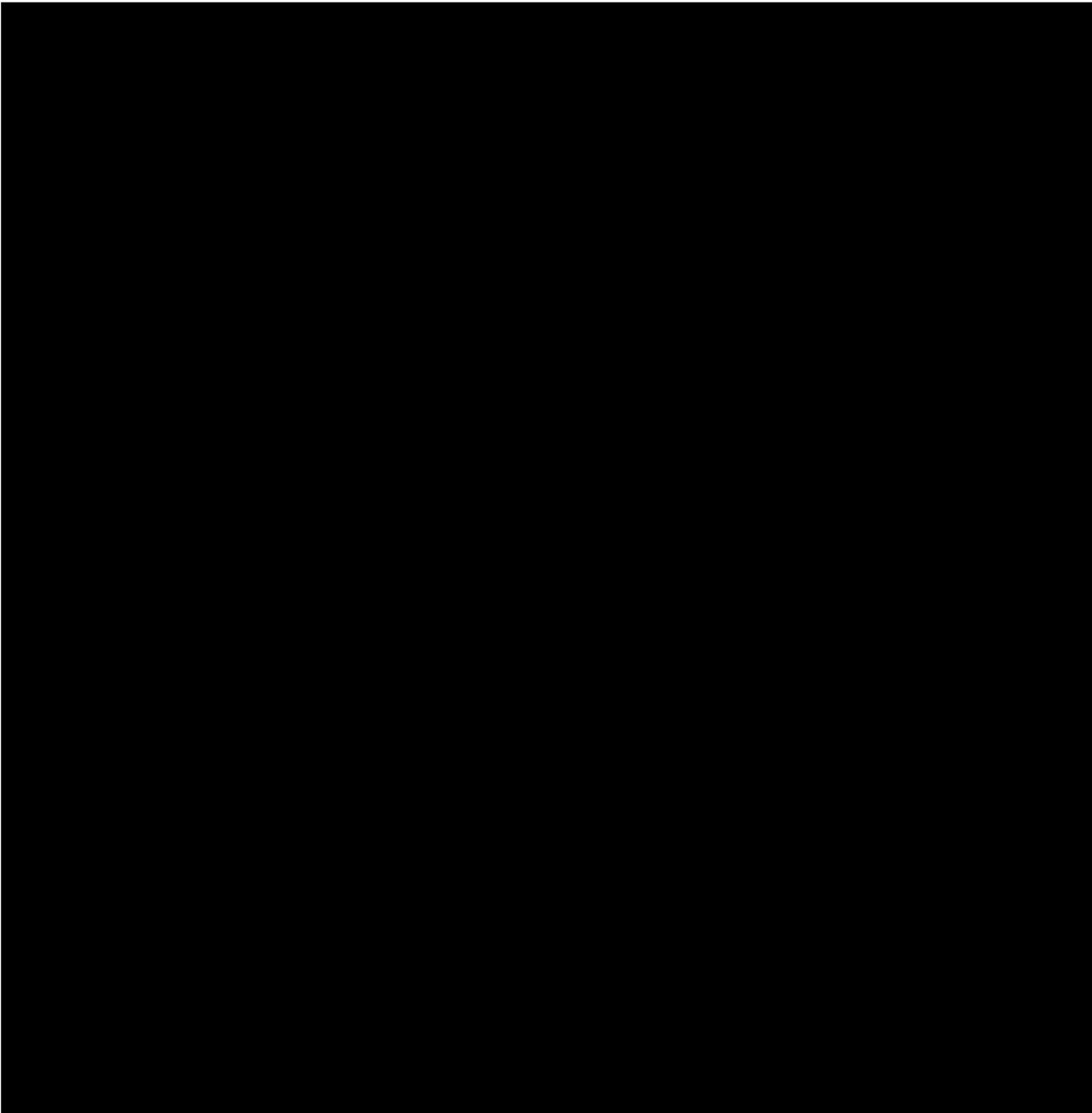


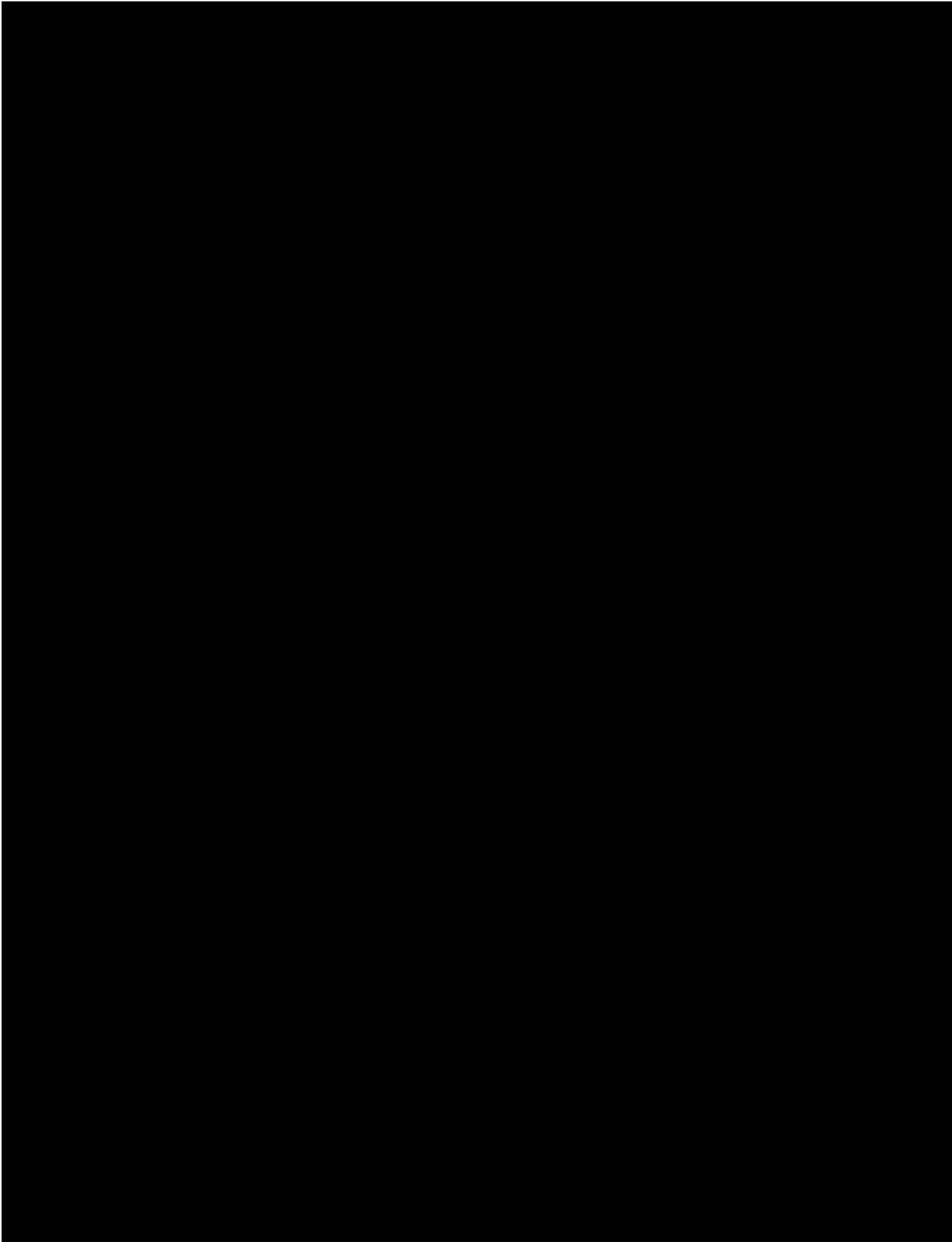
9.3 PROBLEM AND INCIDENT MANAGEMENT

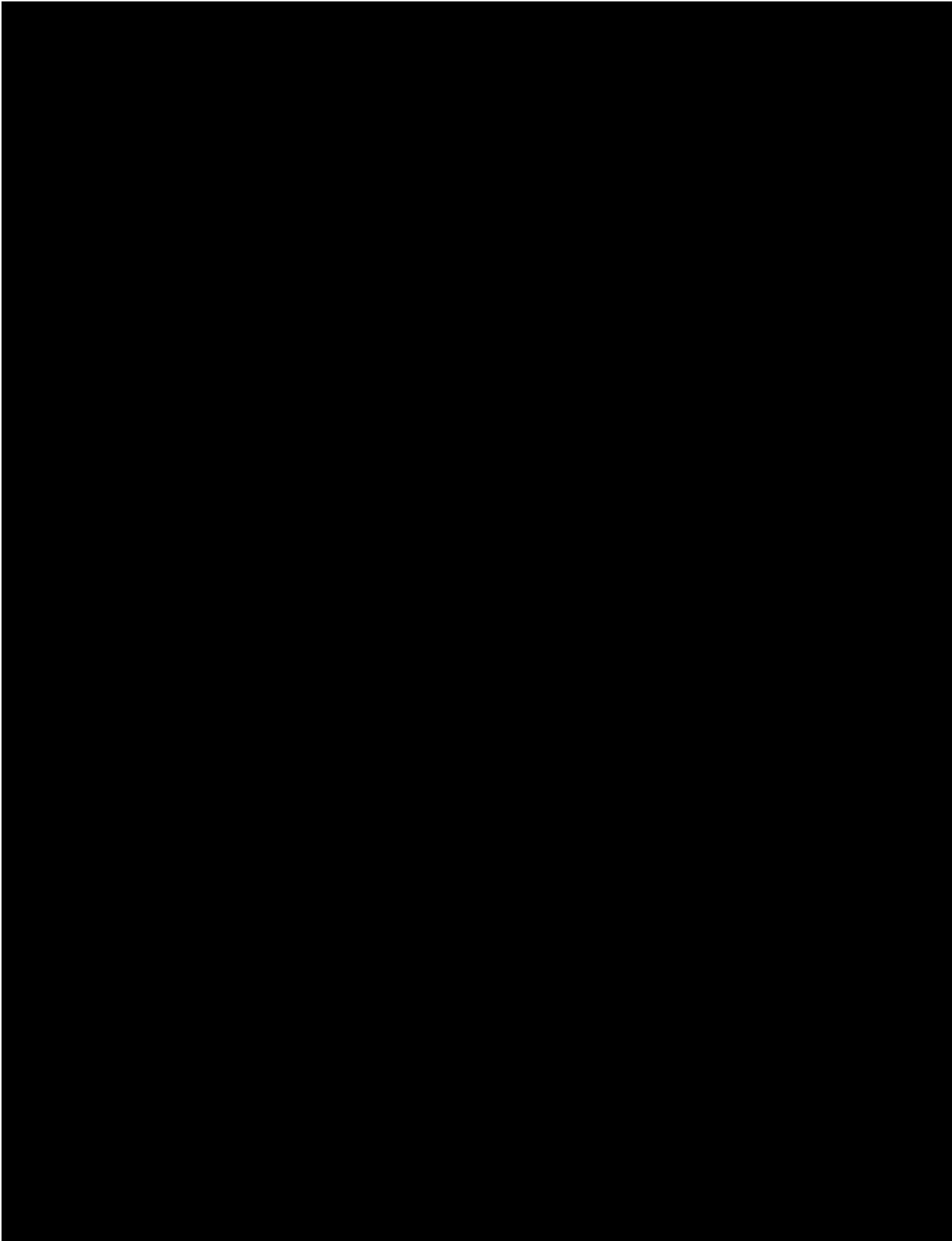


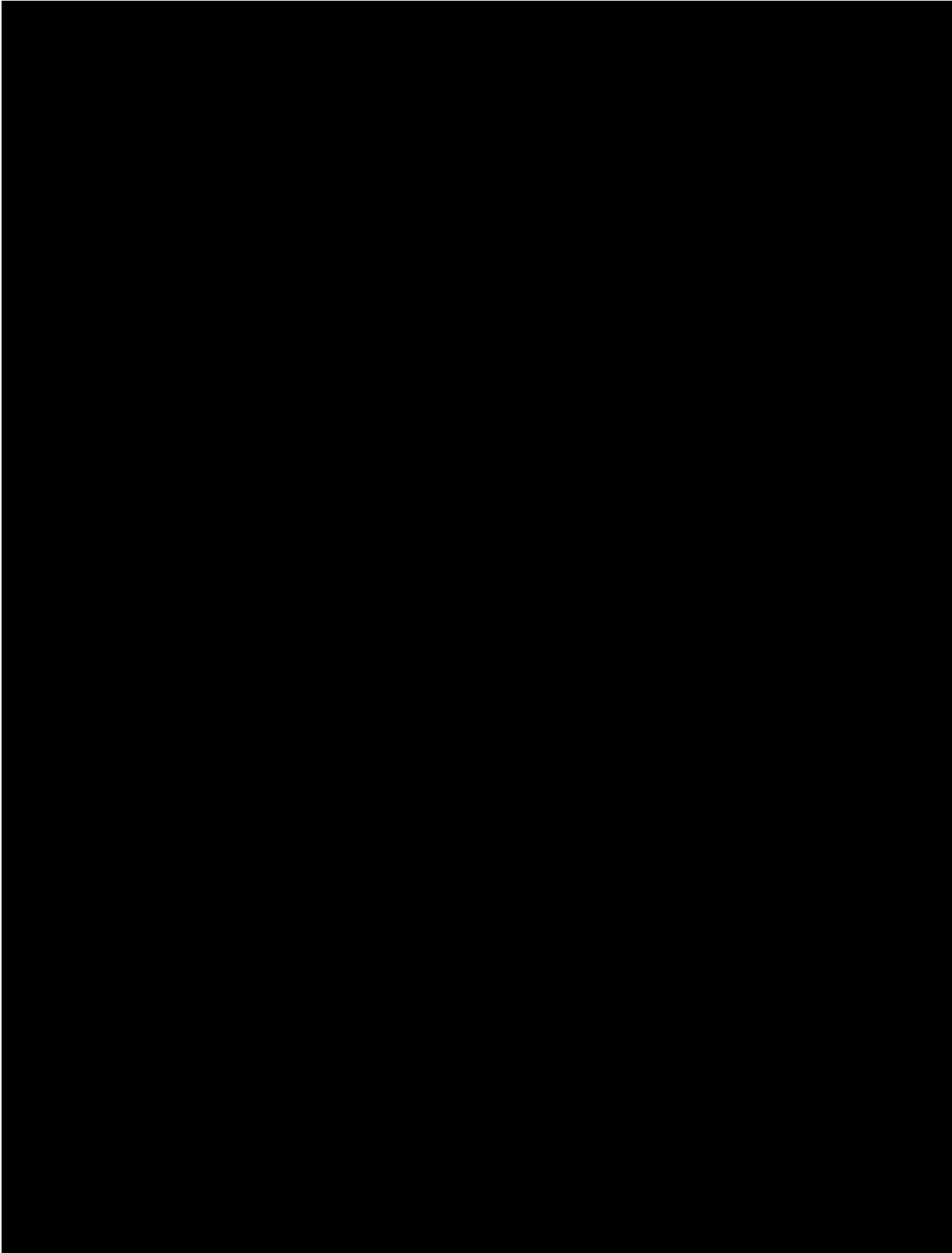


9.4 MAJOR ACTIVITIES

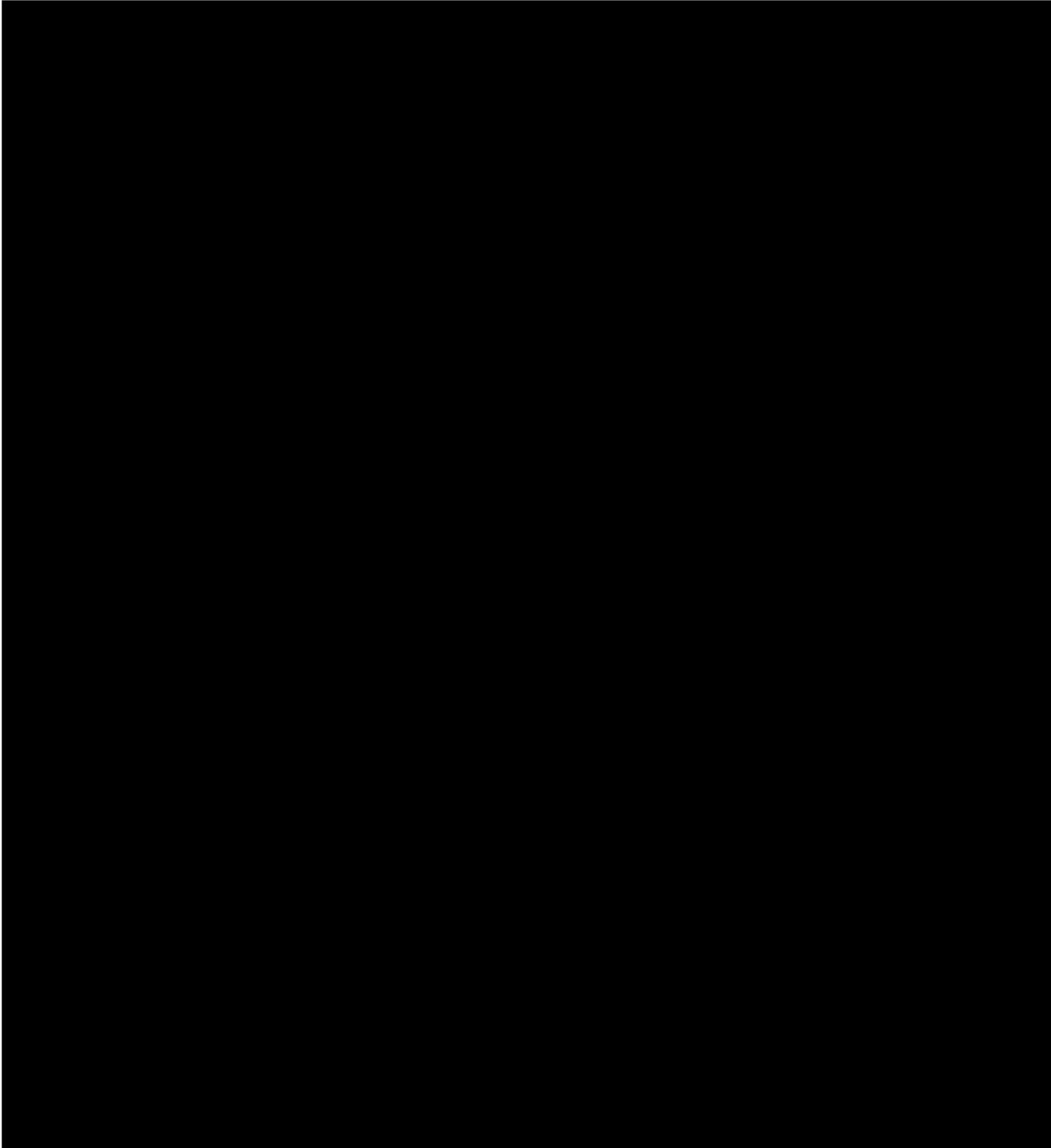




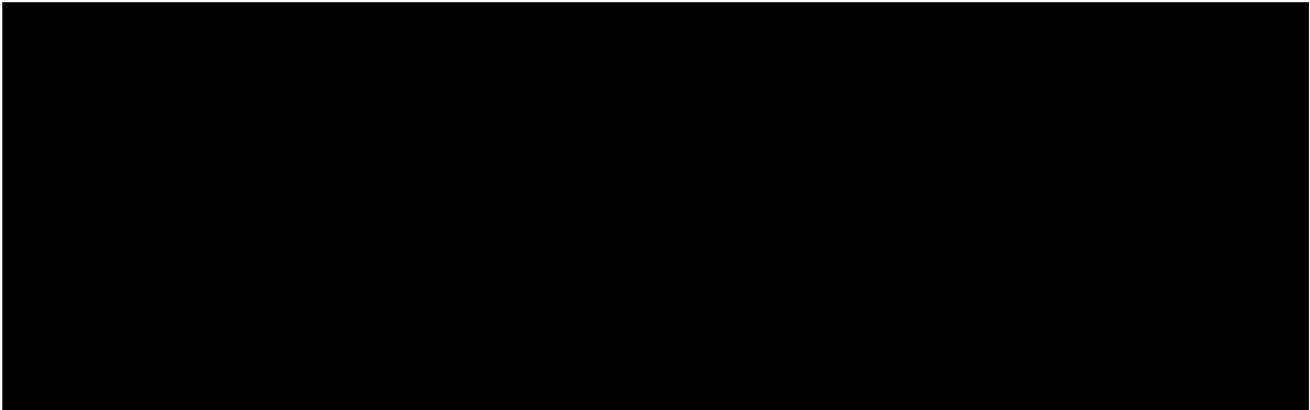




9.5 DELIVERABLES



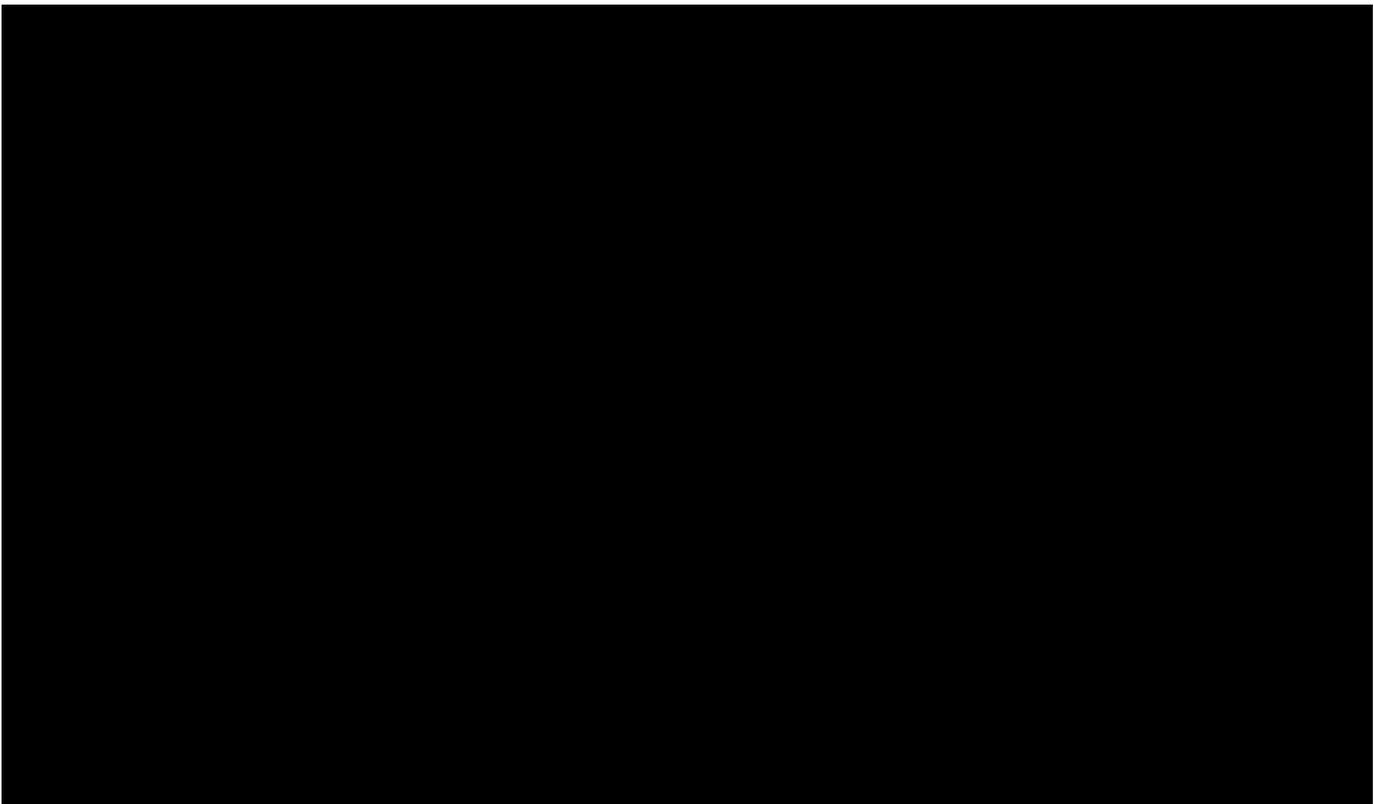
10. TRAINING

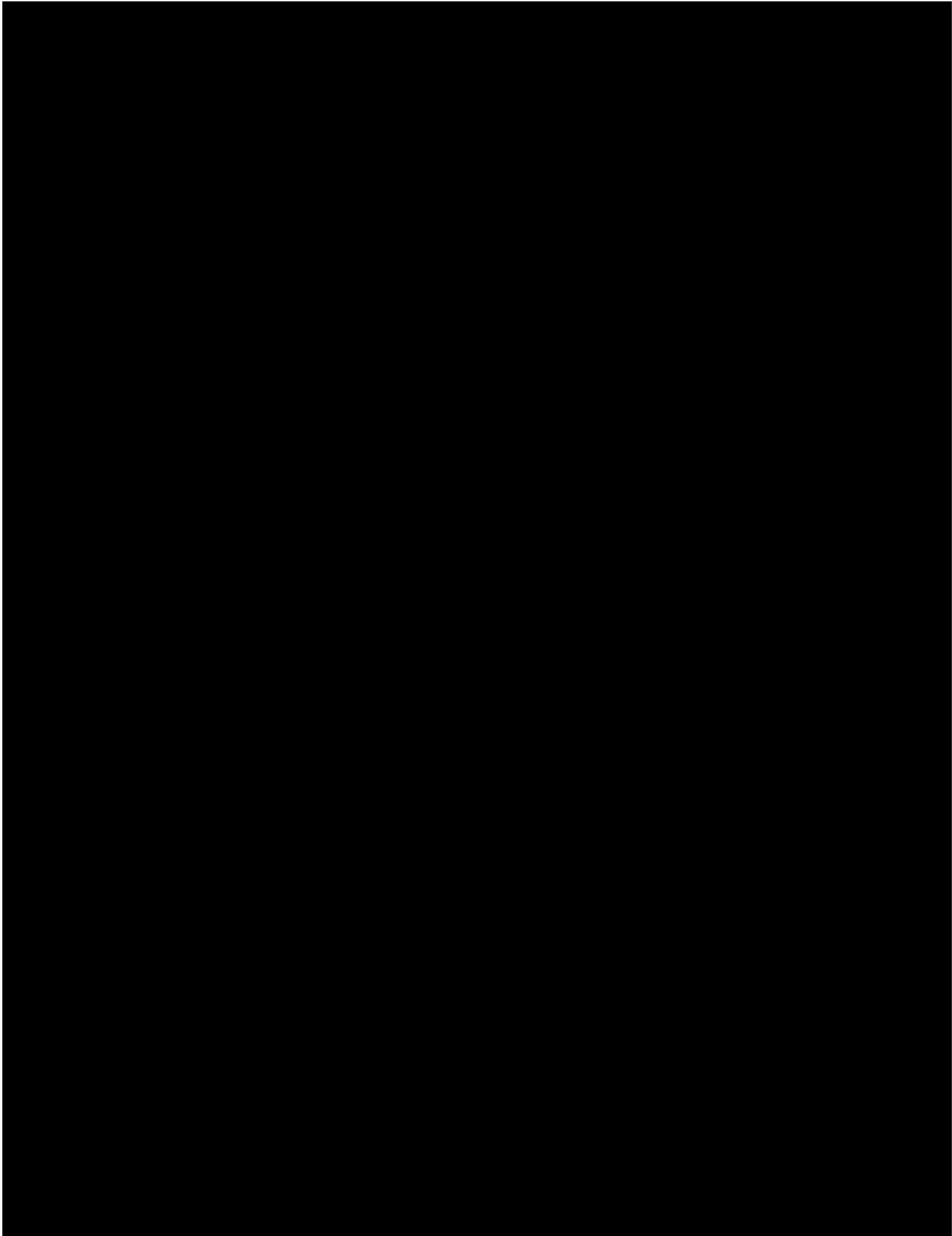


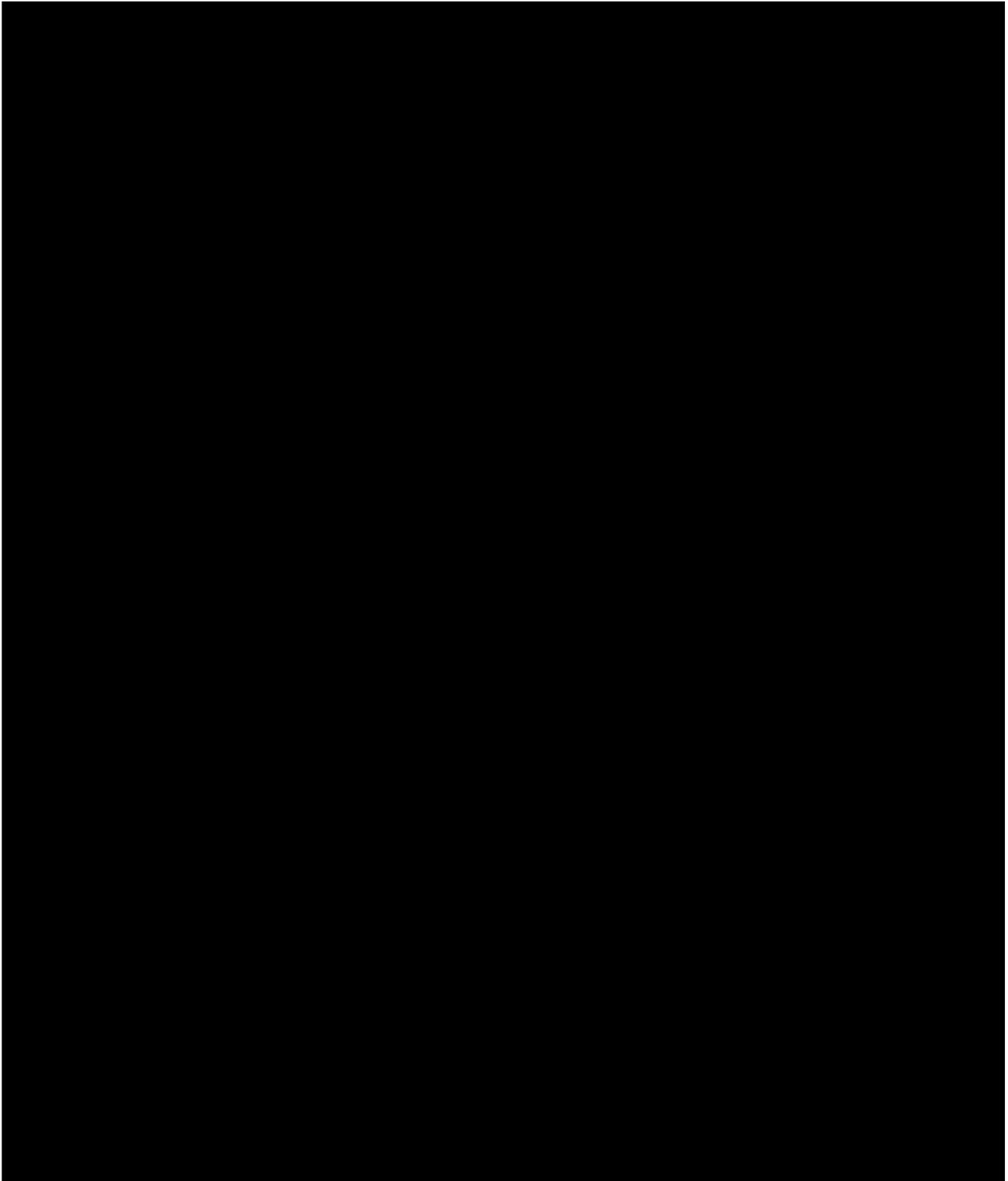
10.1 APPROACH



10.2 MAJOR ACTIVITIES

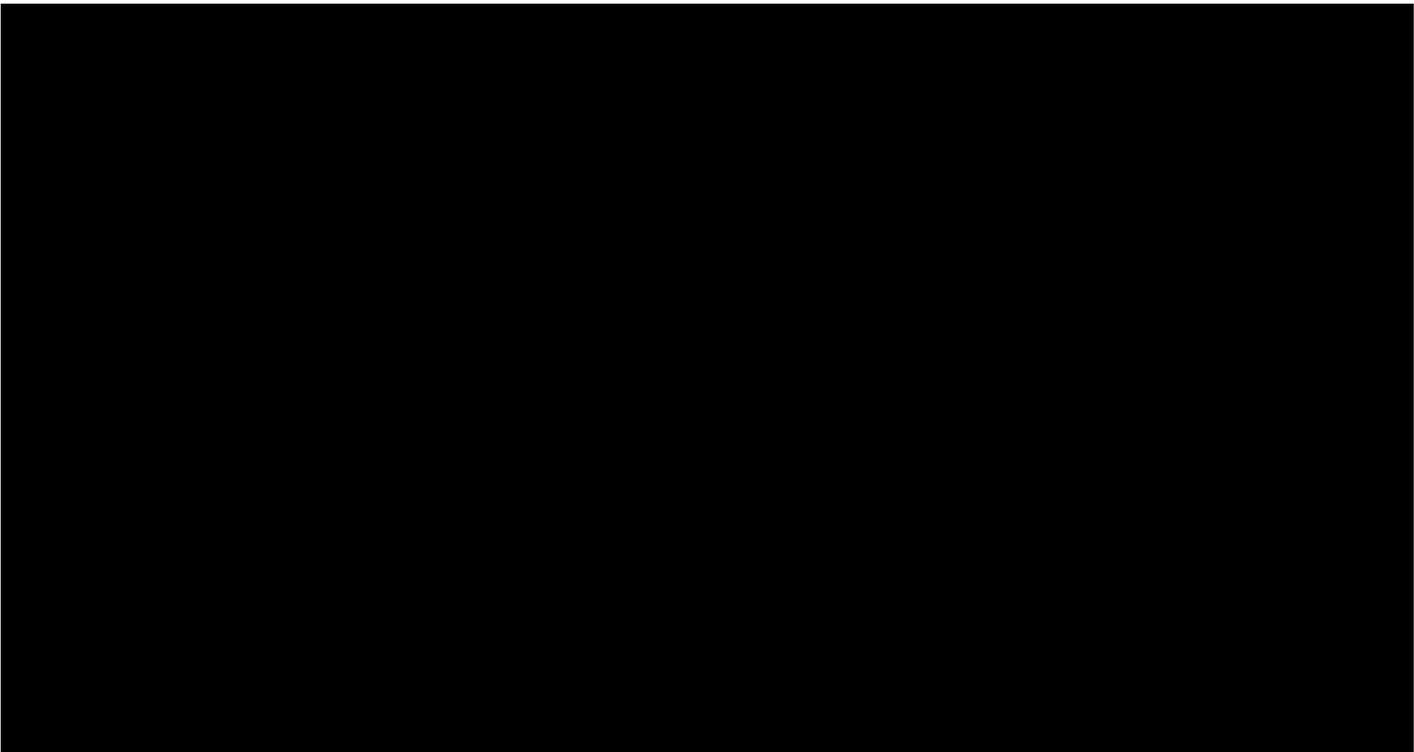








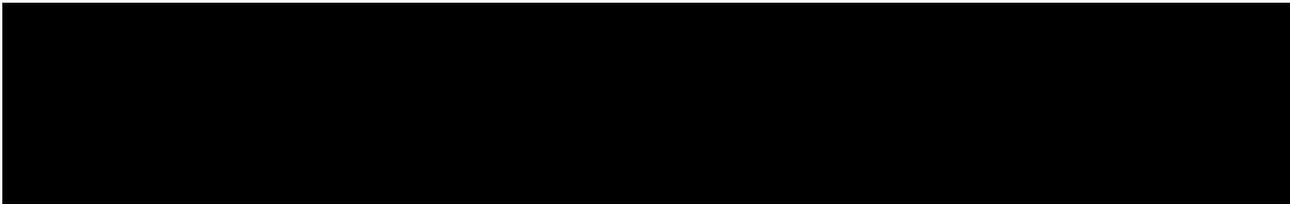
10.3 DELIVERABLES



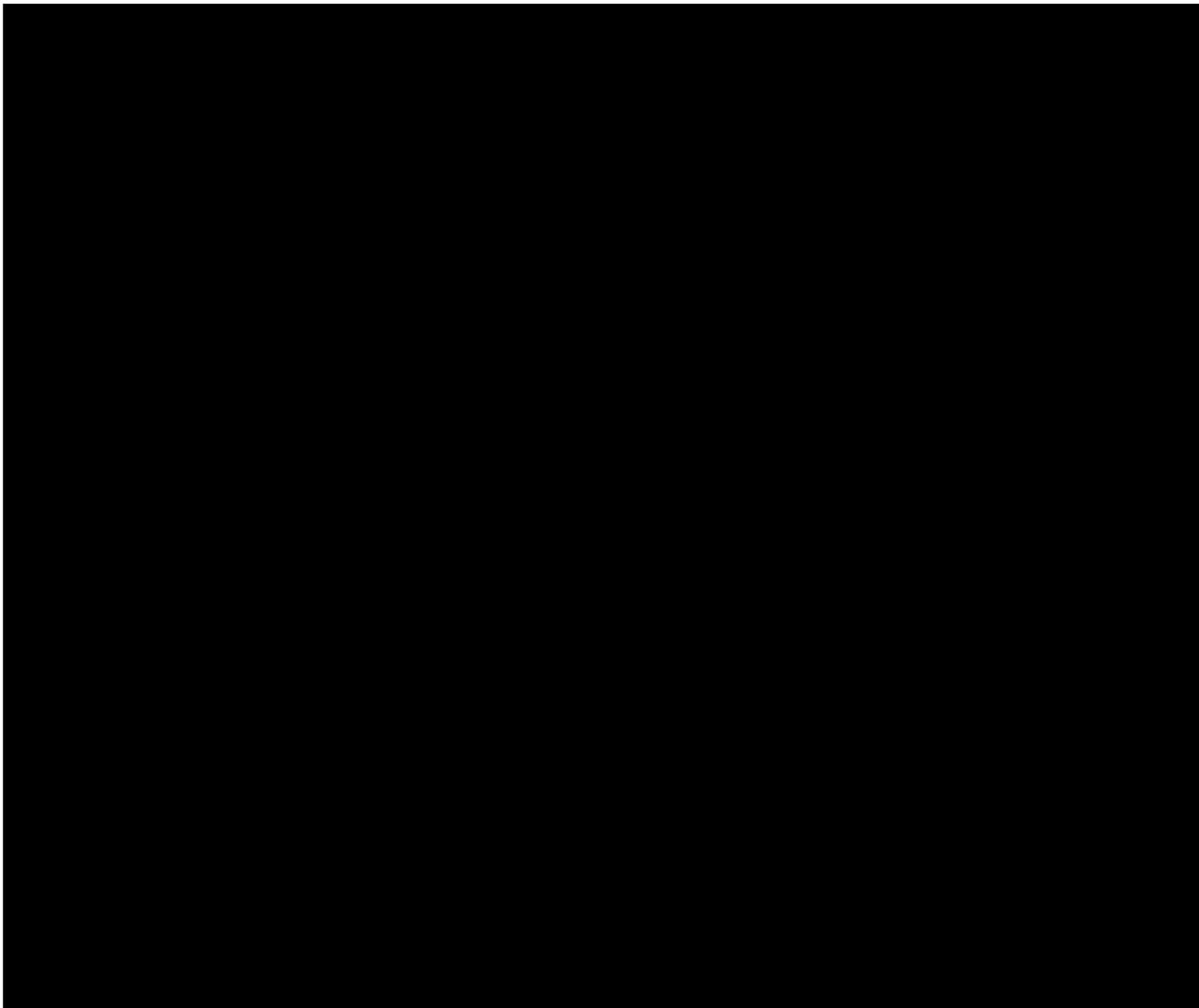
11. ORGANIZATIONAL CHANGE MANAGEMENT

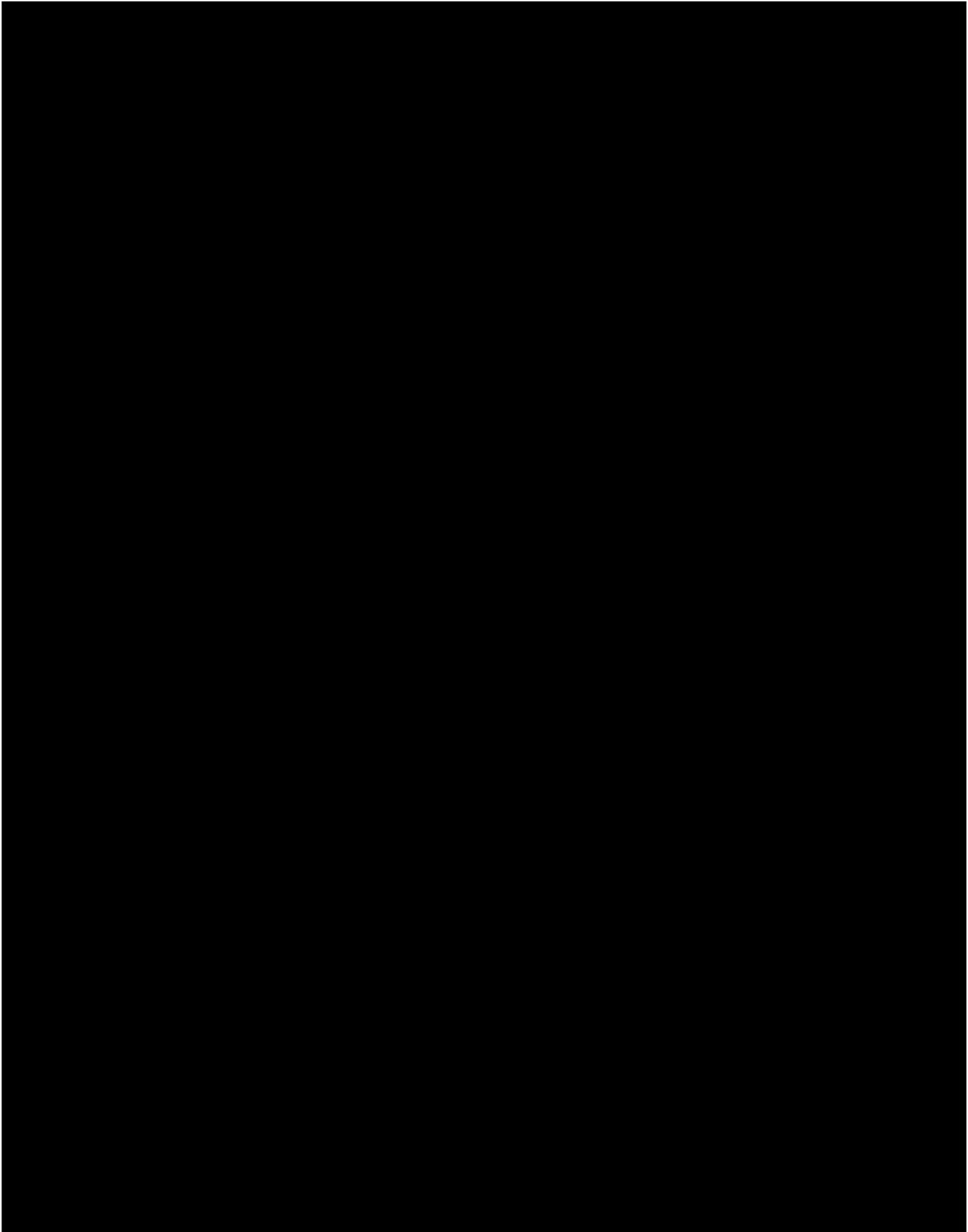


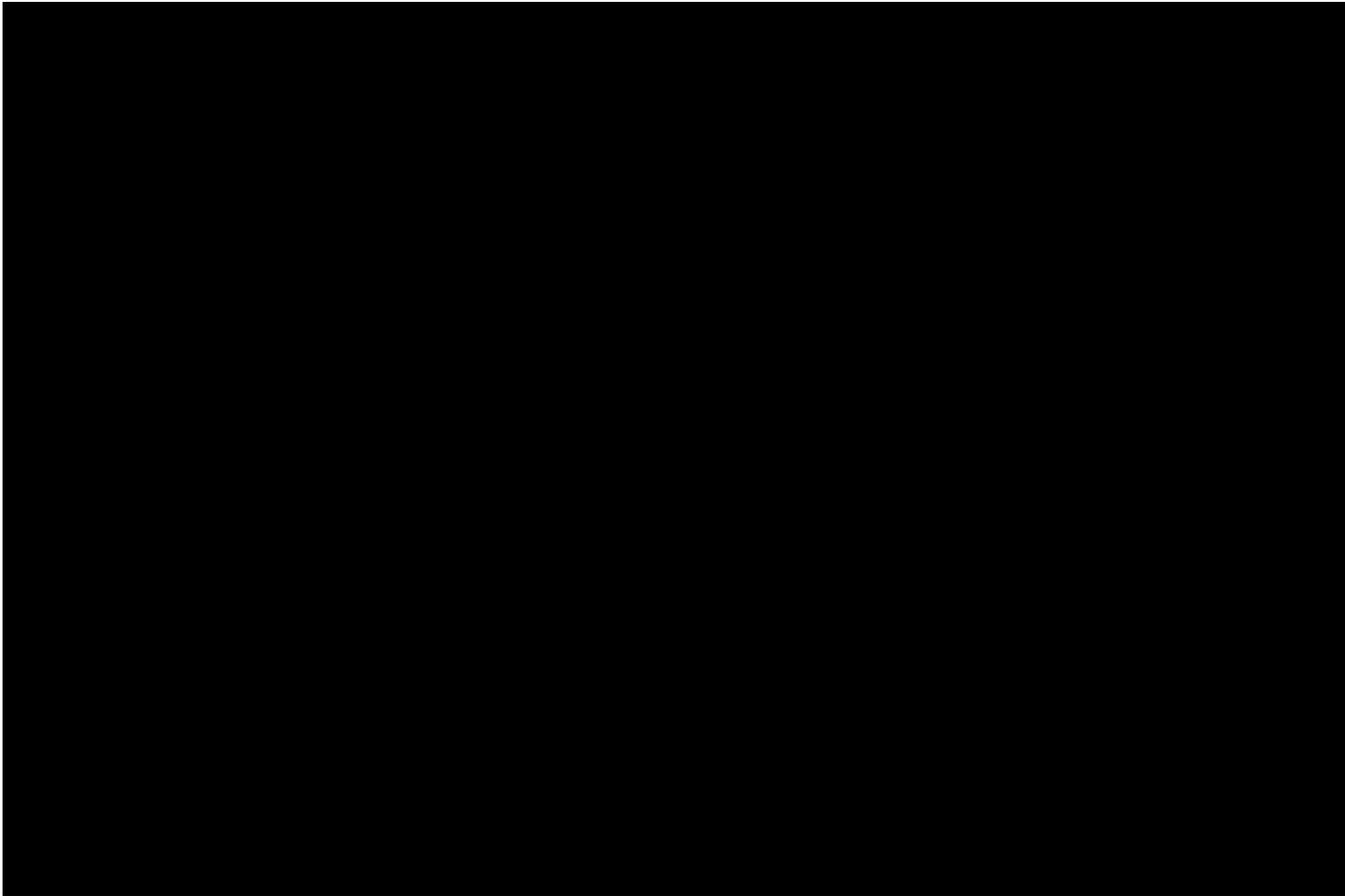
11.1 APPROACH



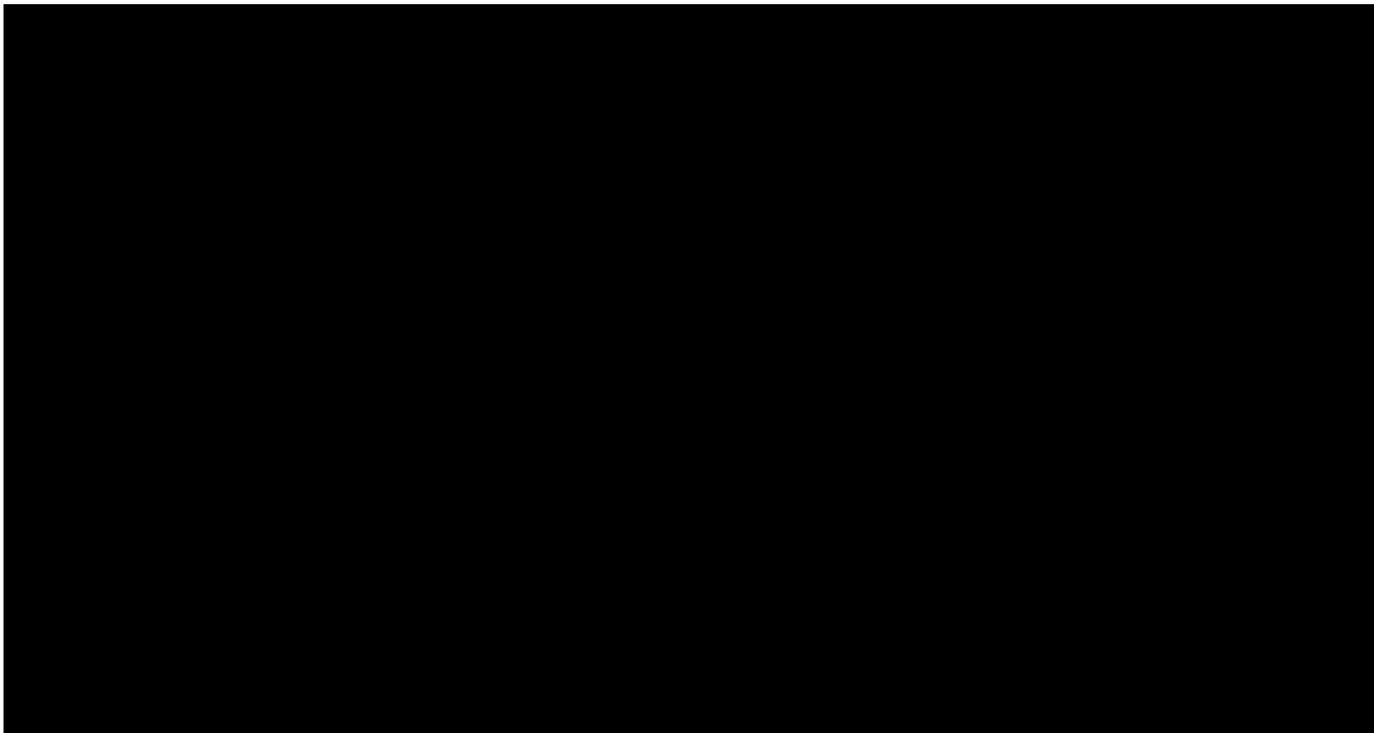
11.2 MAJOR ACTIVITIES

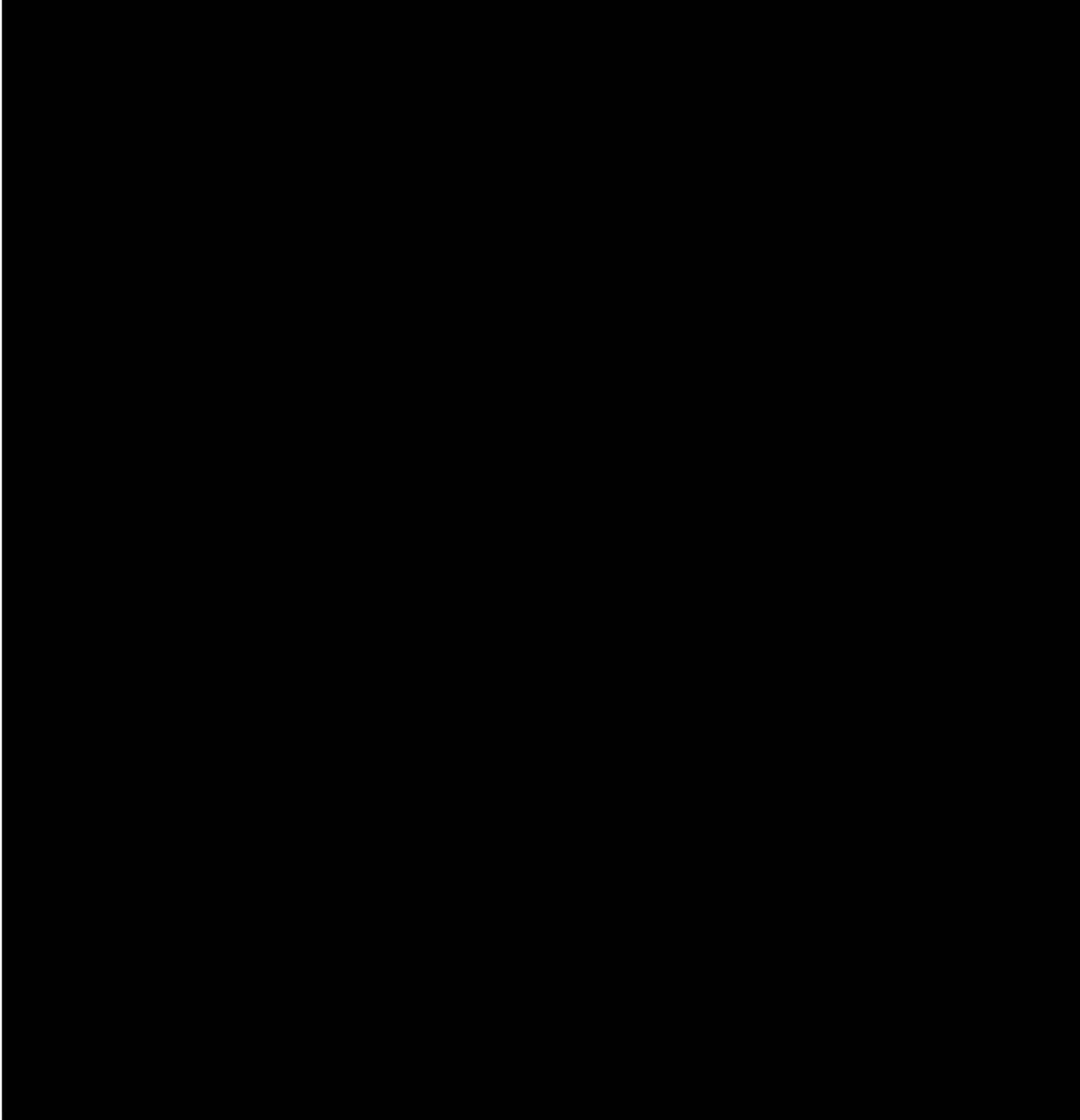






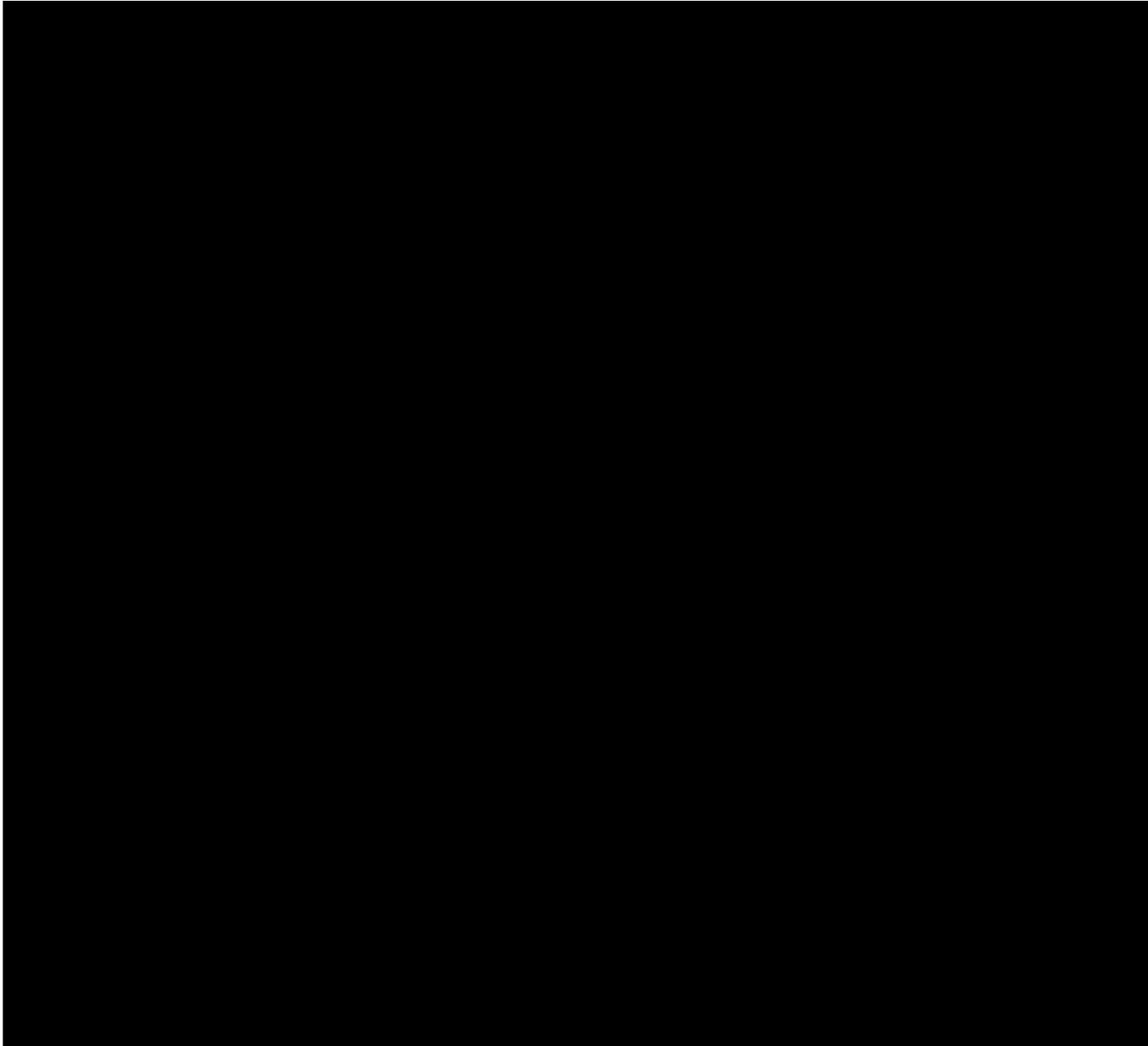
11.3 DELIVERABLES



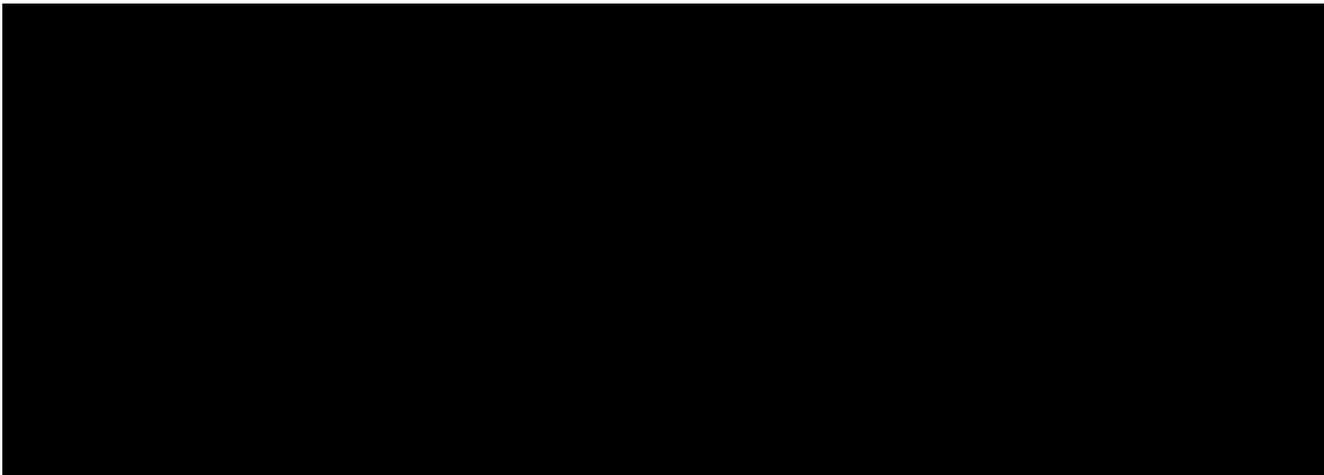


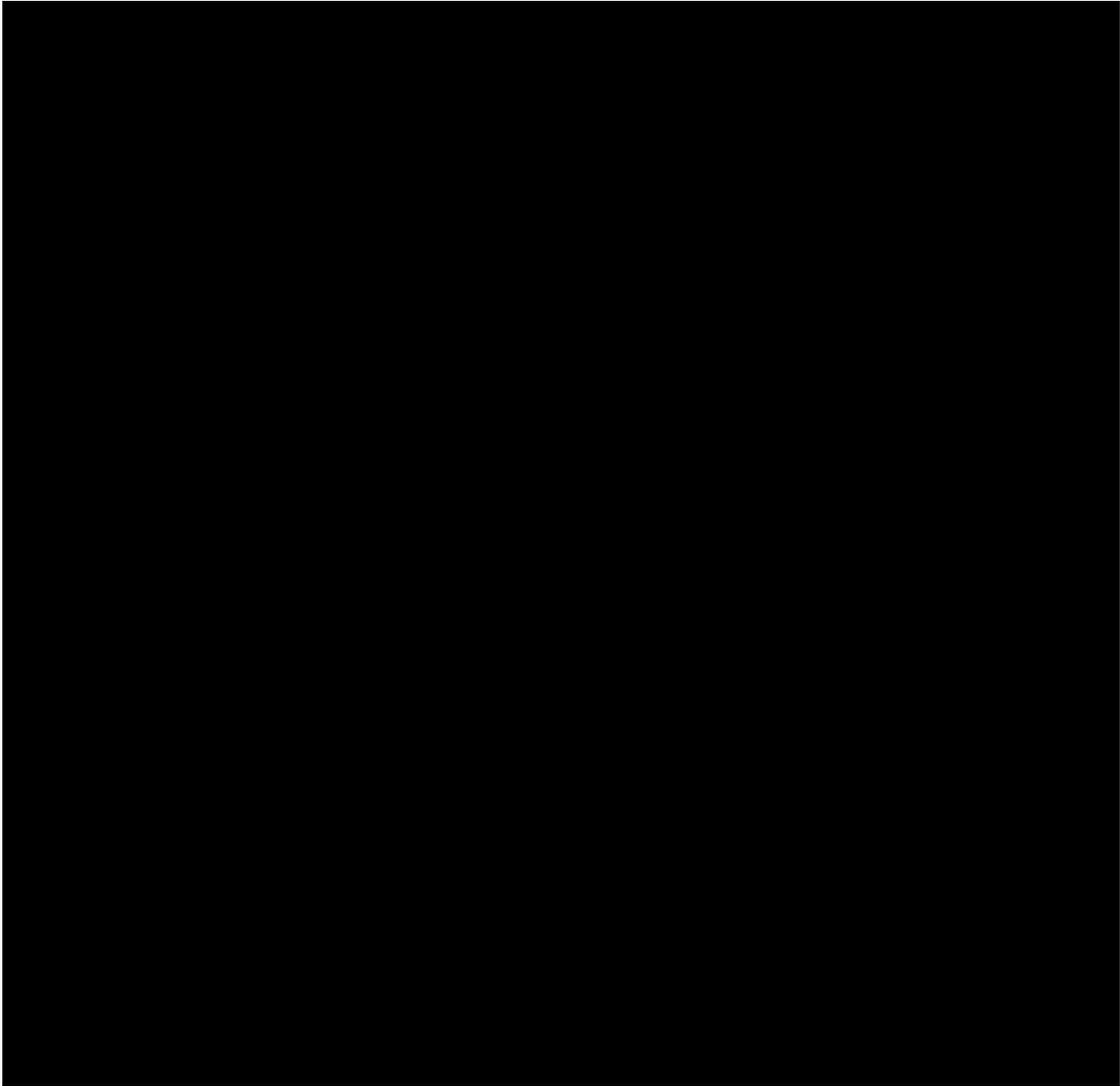
12. DEPLOYMENT SUPPORT

12.1 MAJOR ACTIVITIES

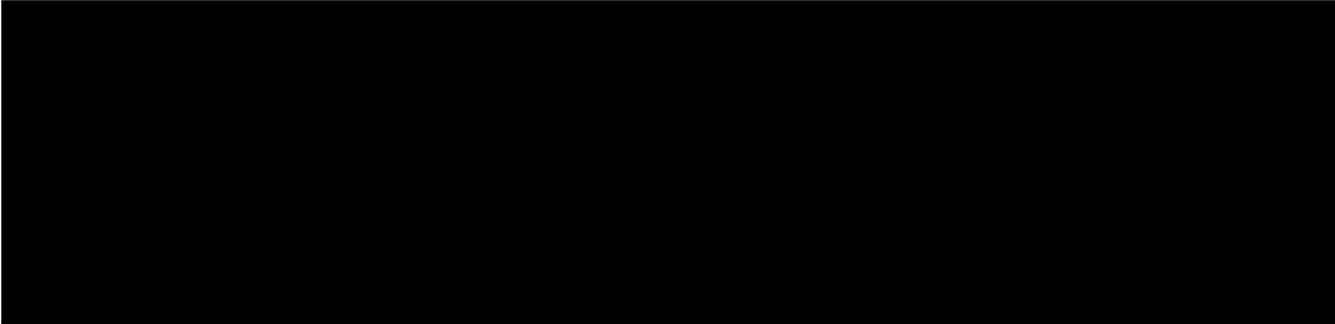


12.2 DELIVERABLES

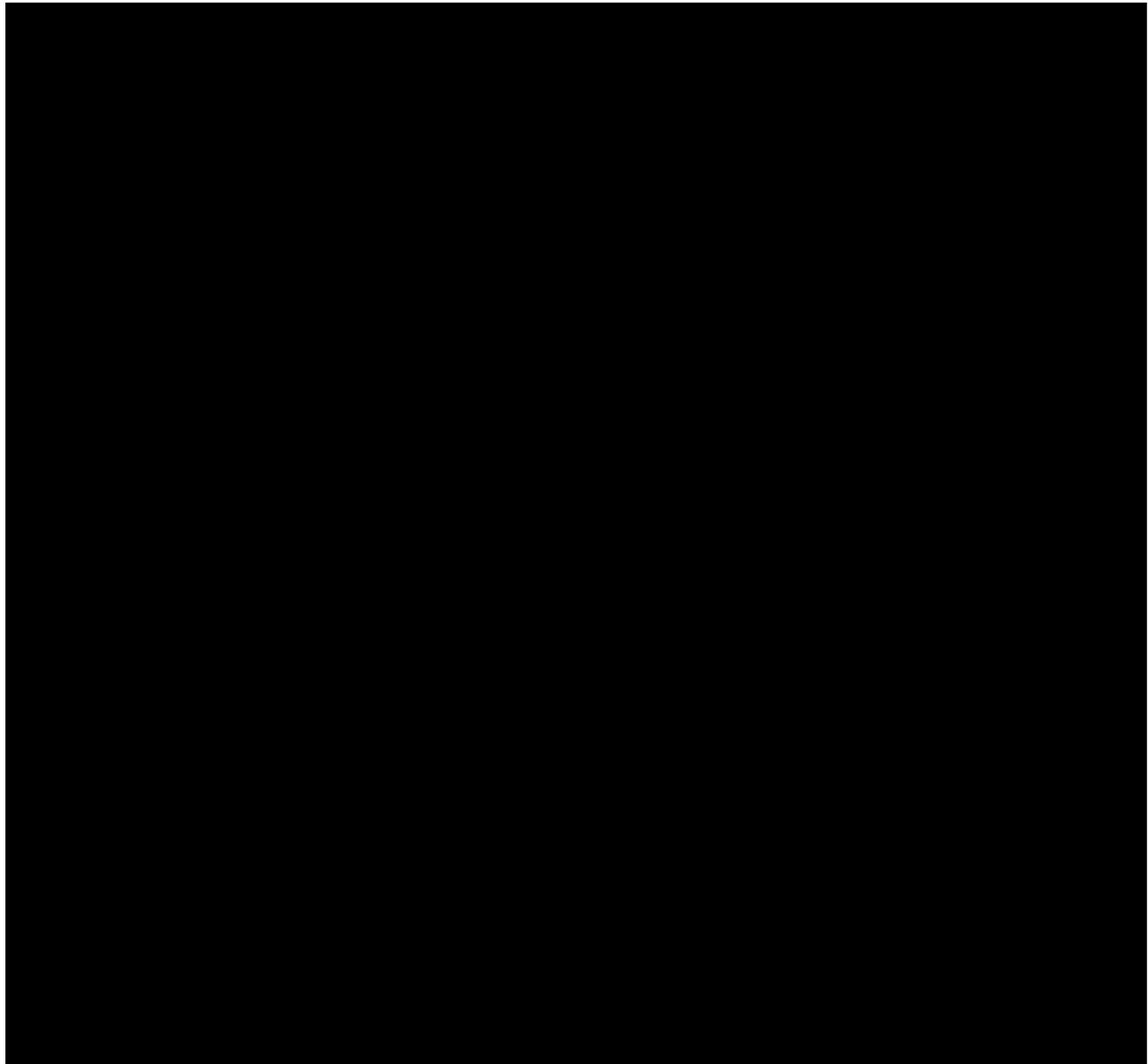


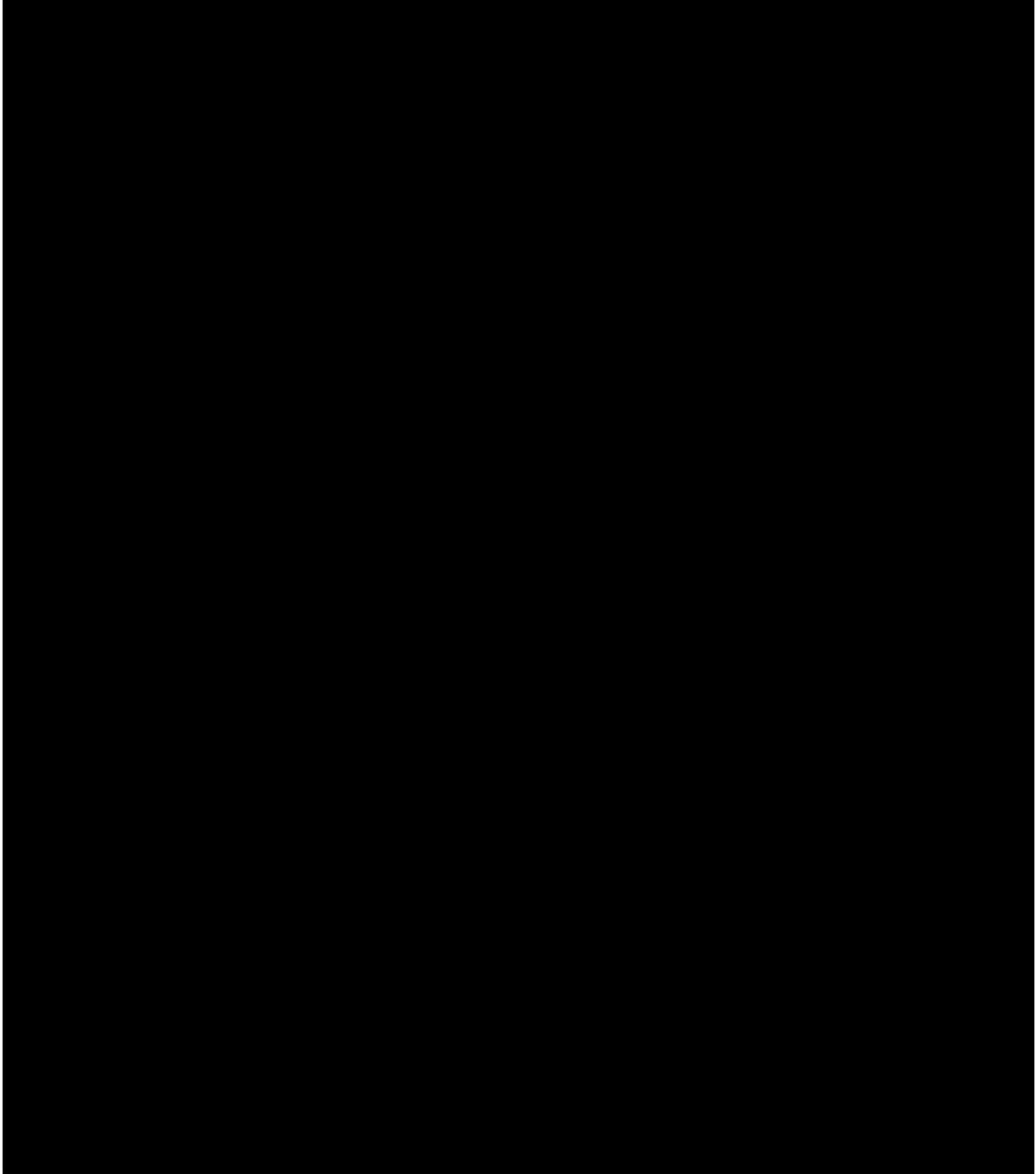


13. POST GO-LIVE SUPPORT

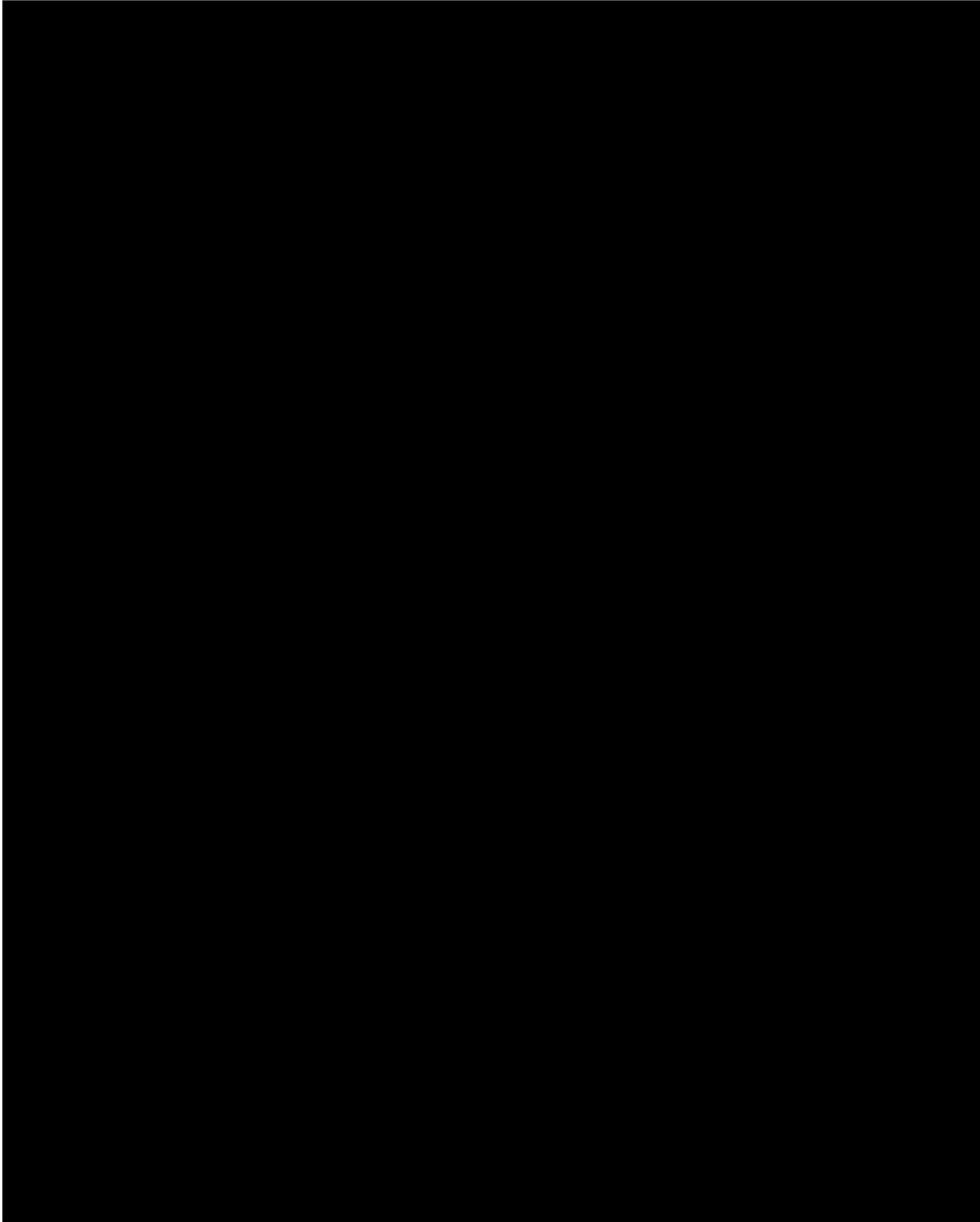


13.1 RESPONSIBILITY MATRIX

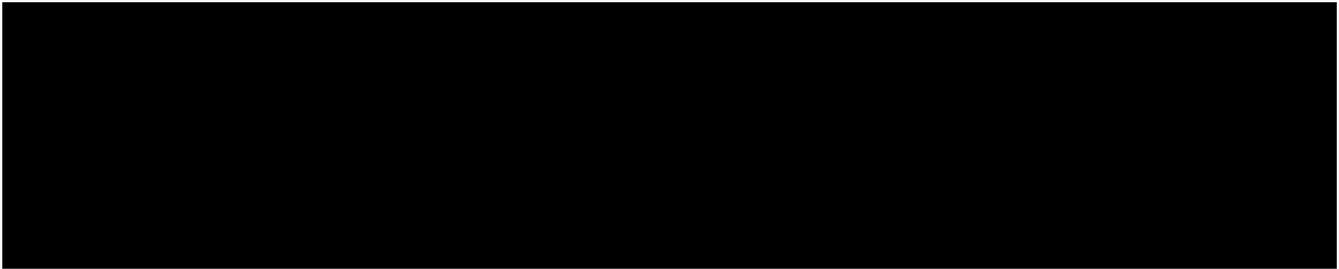




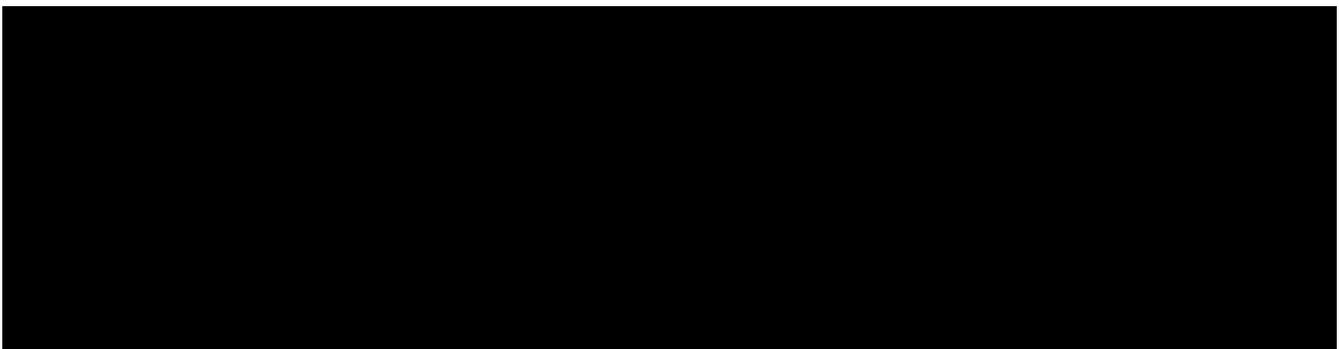
13.2 DELIVERABLES



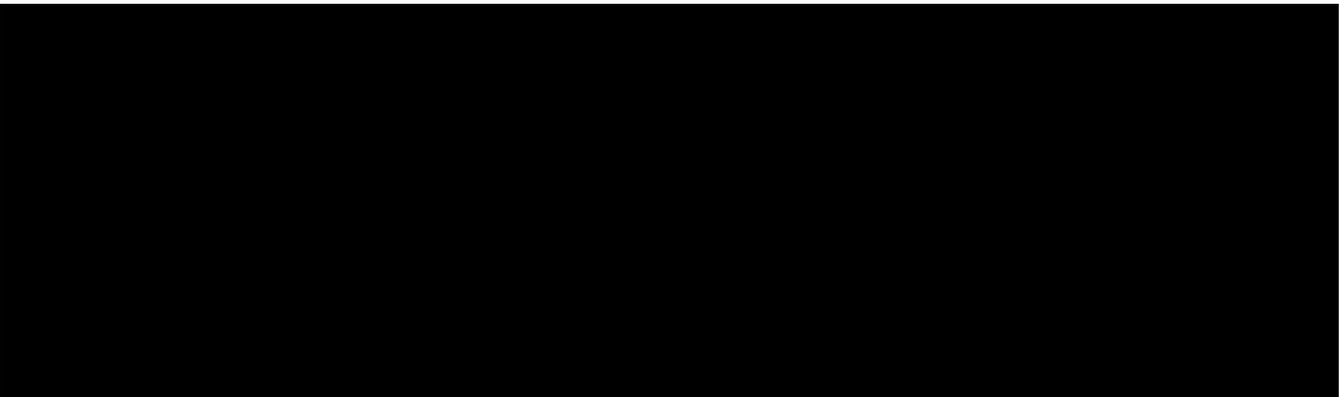
14. BASIS OF ESTIMATE (ASSUMPTIONS)



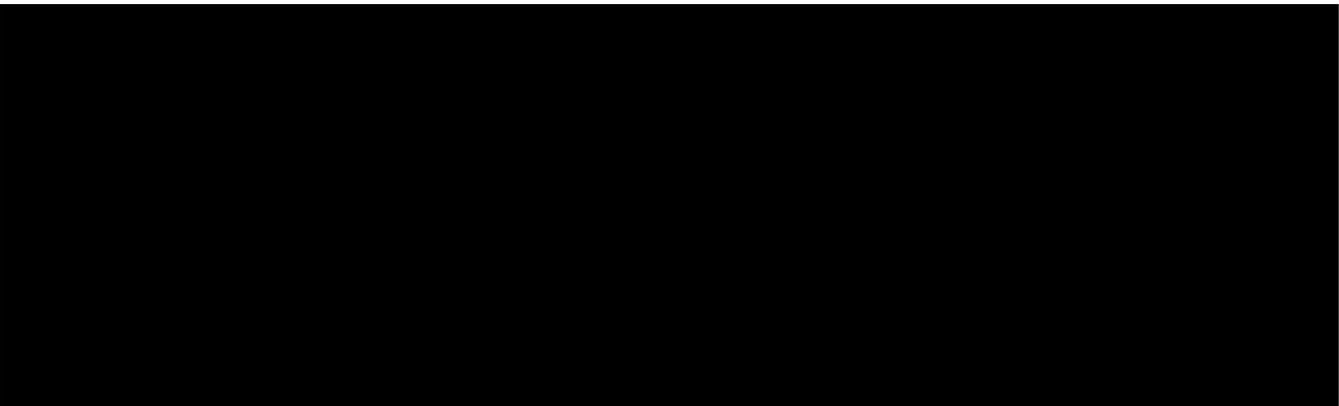
14.1 SCOPE AND IMPLEMENTATION



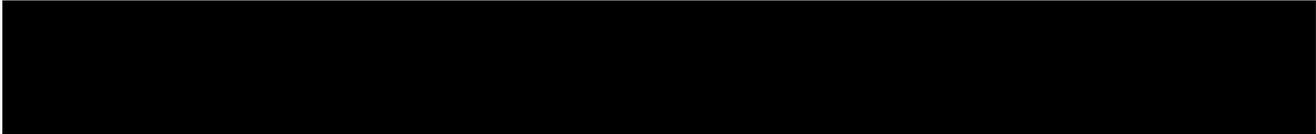
14.2 GENERAL FUNCTIONAL



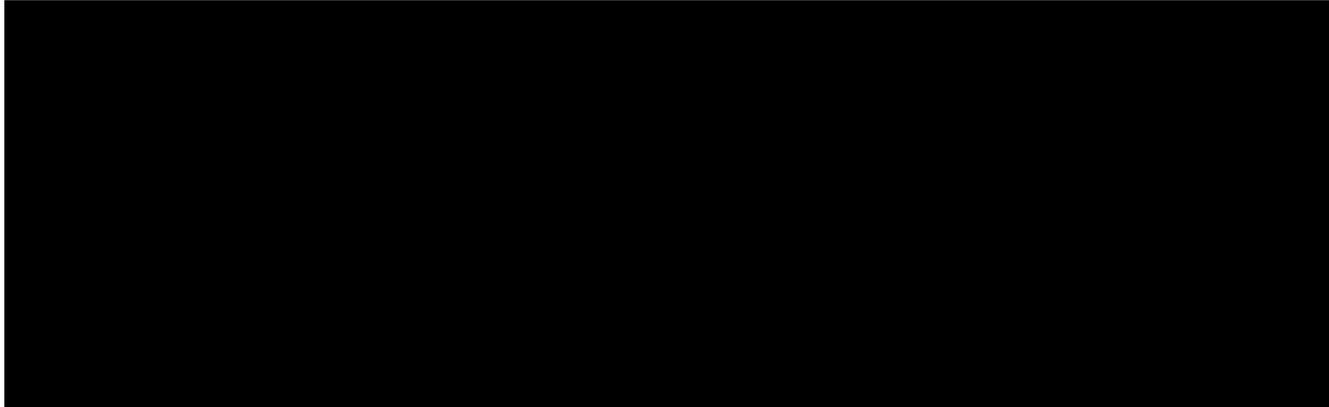
14.3 INTERFACES



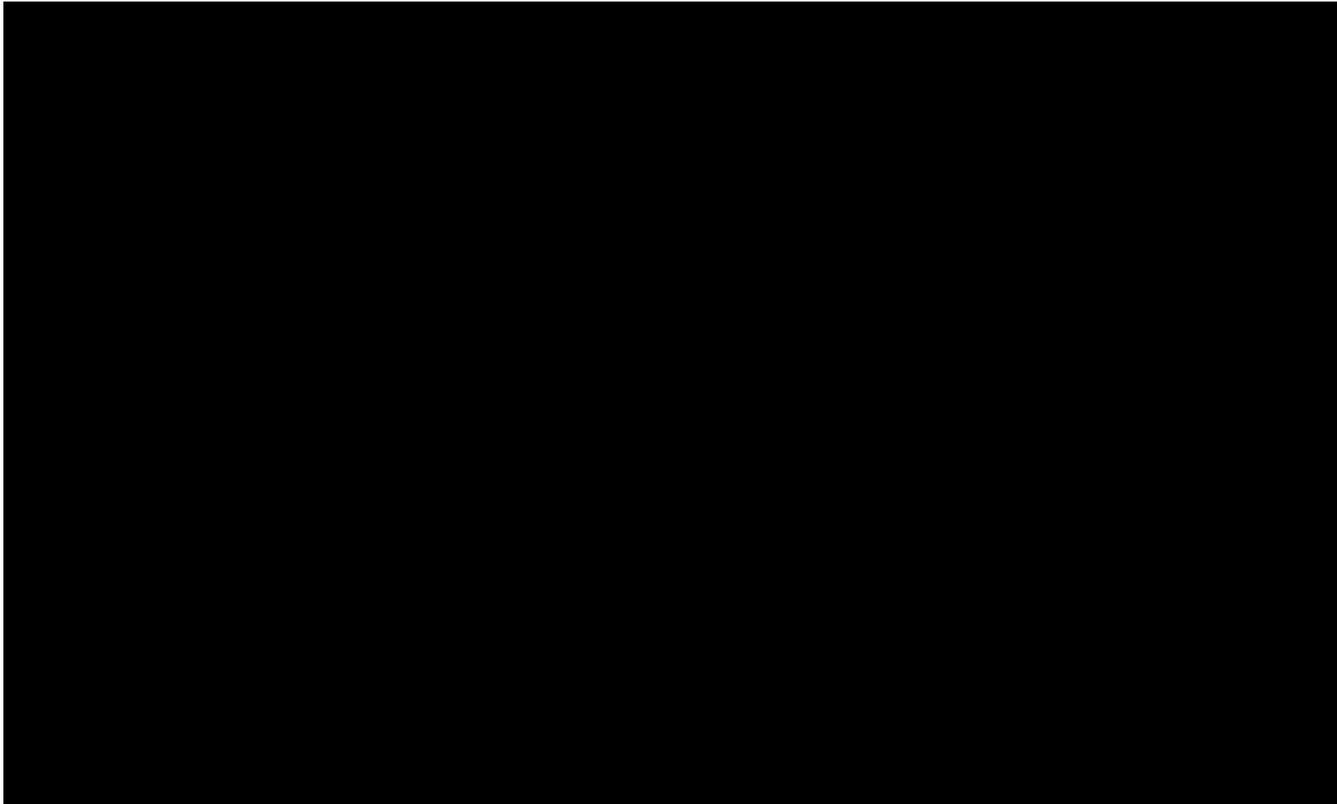
14.4 CONVERSIONS



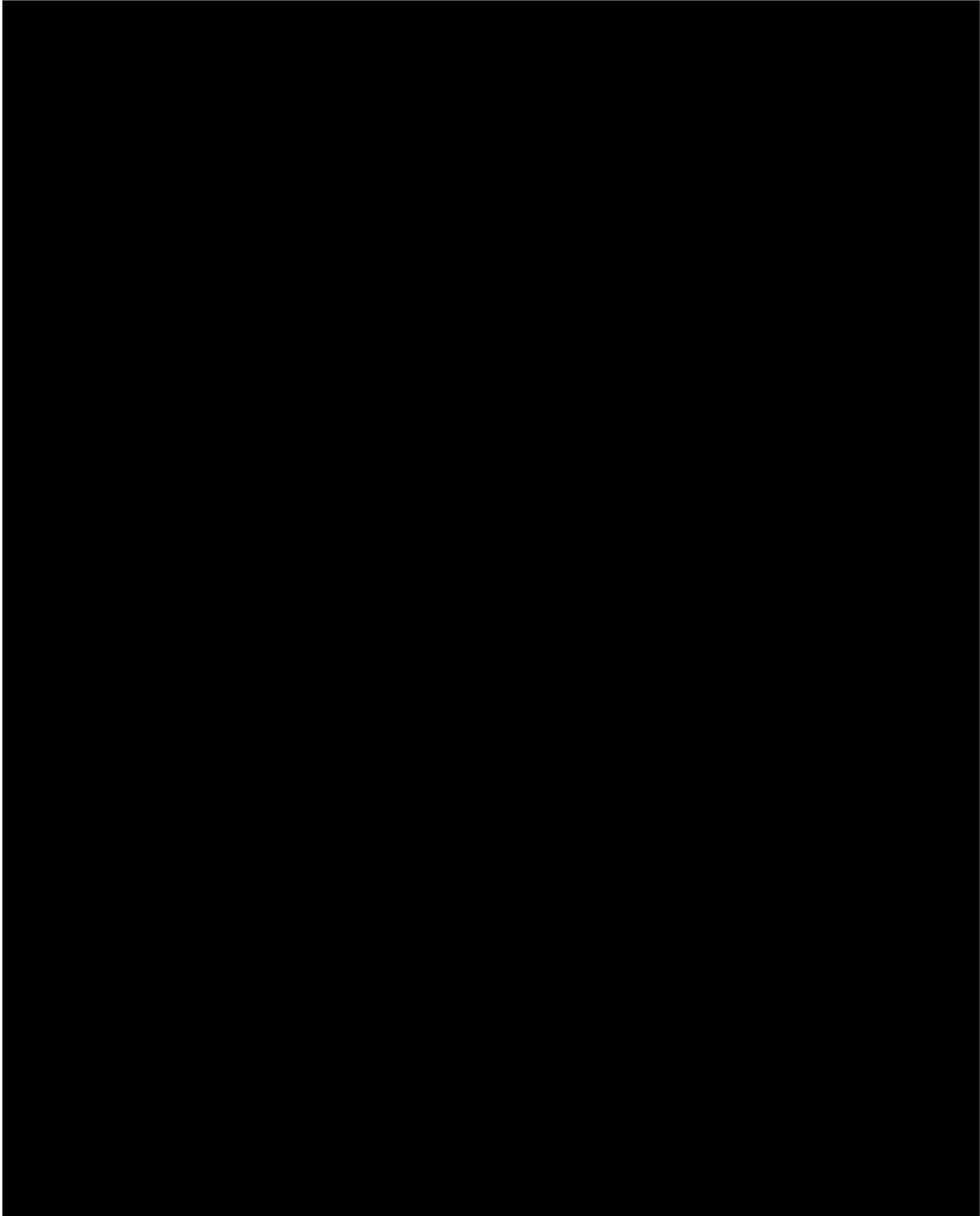
14.5 TECHNICAL ARCHITECTURE

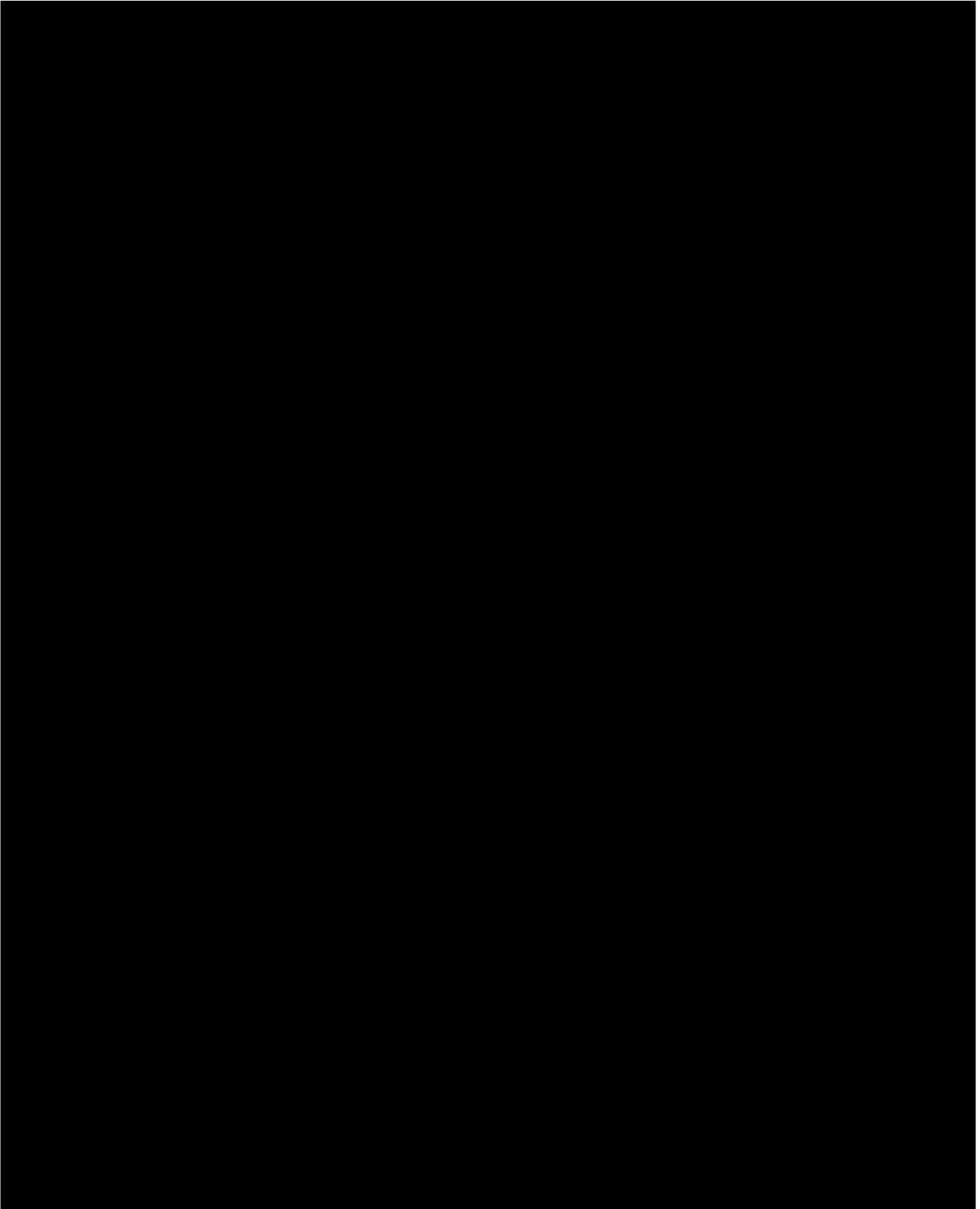


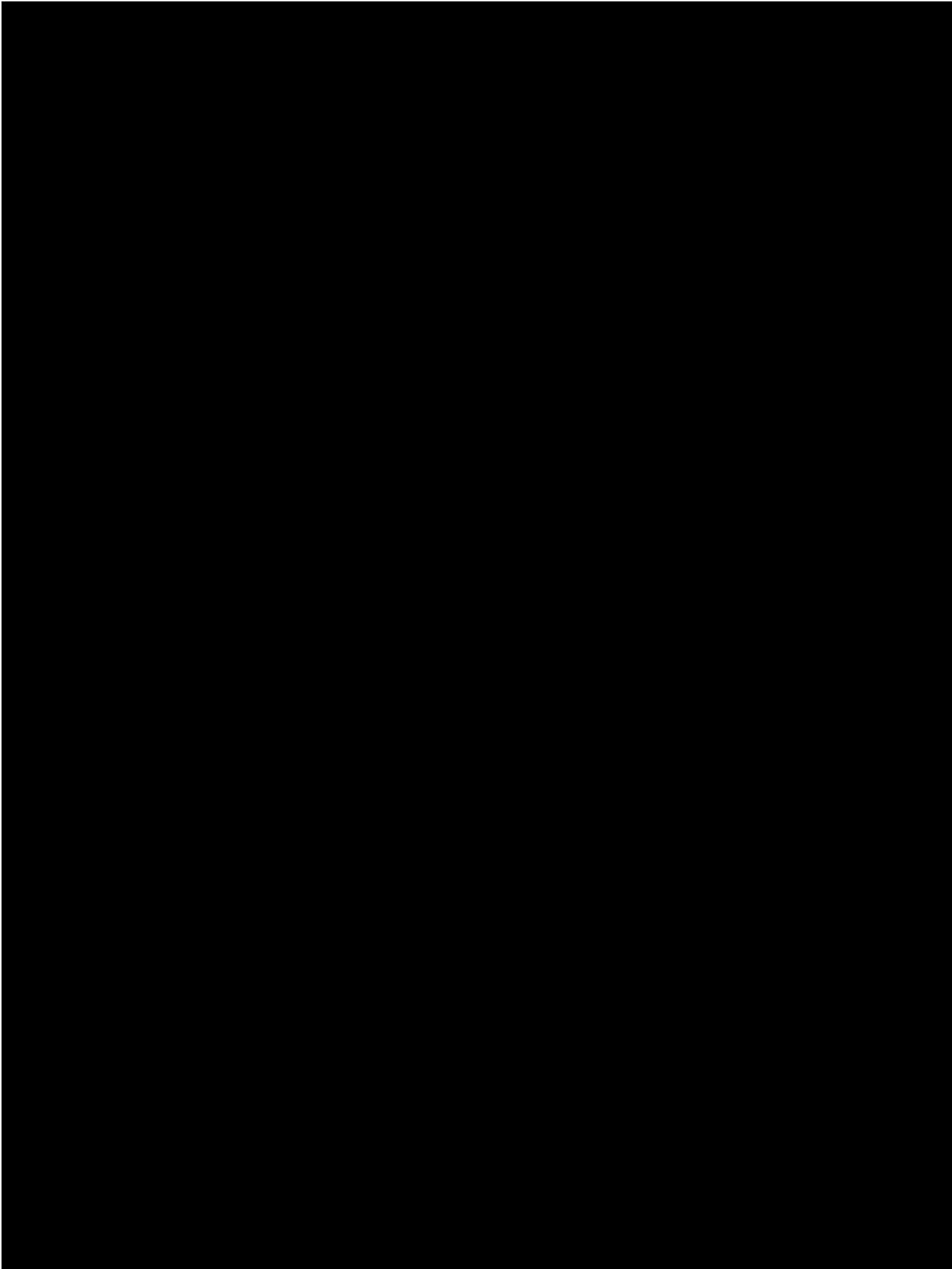
14.6 STATE STAFFING

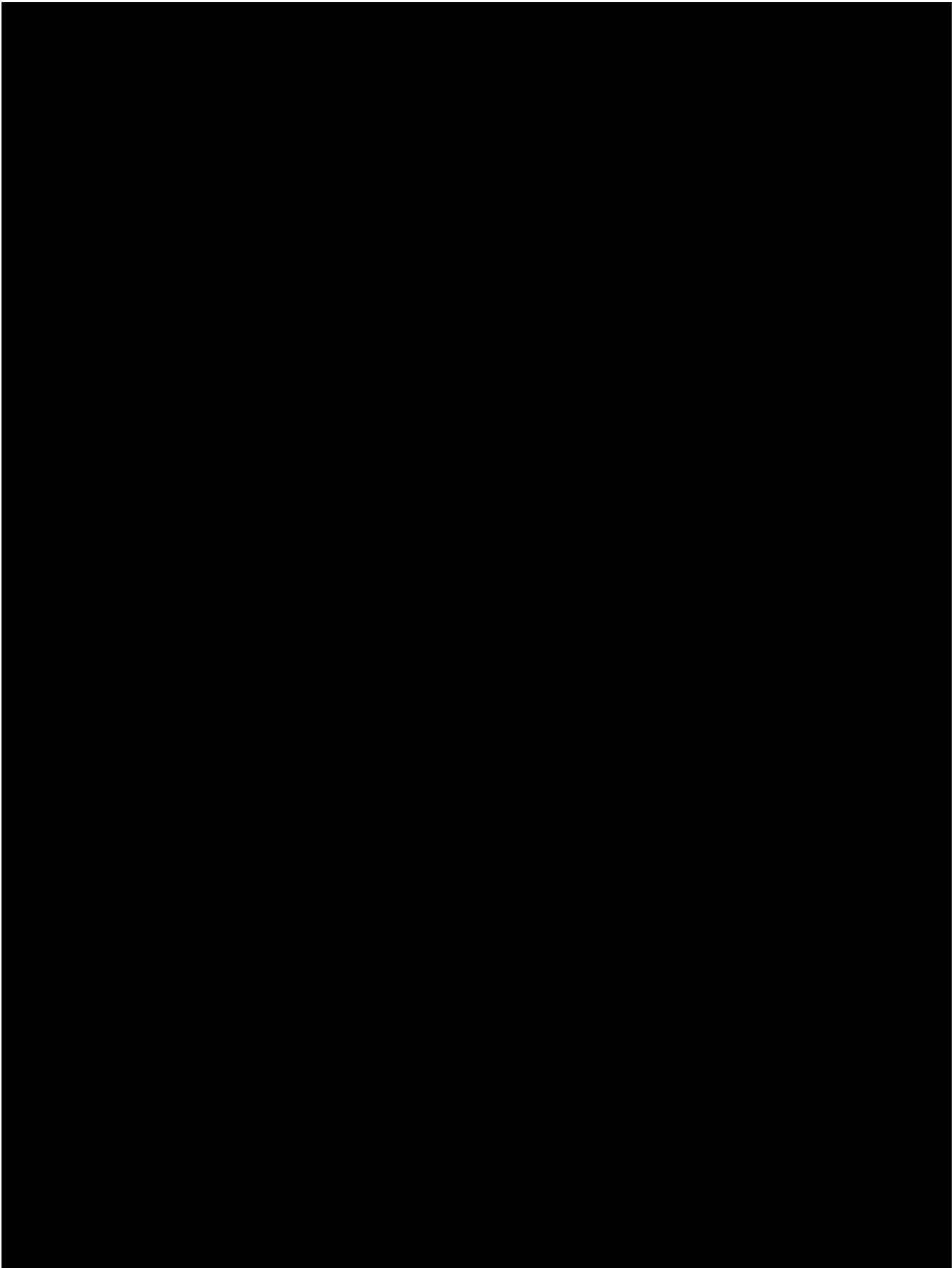


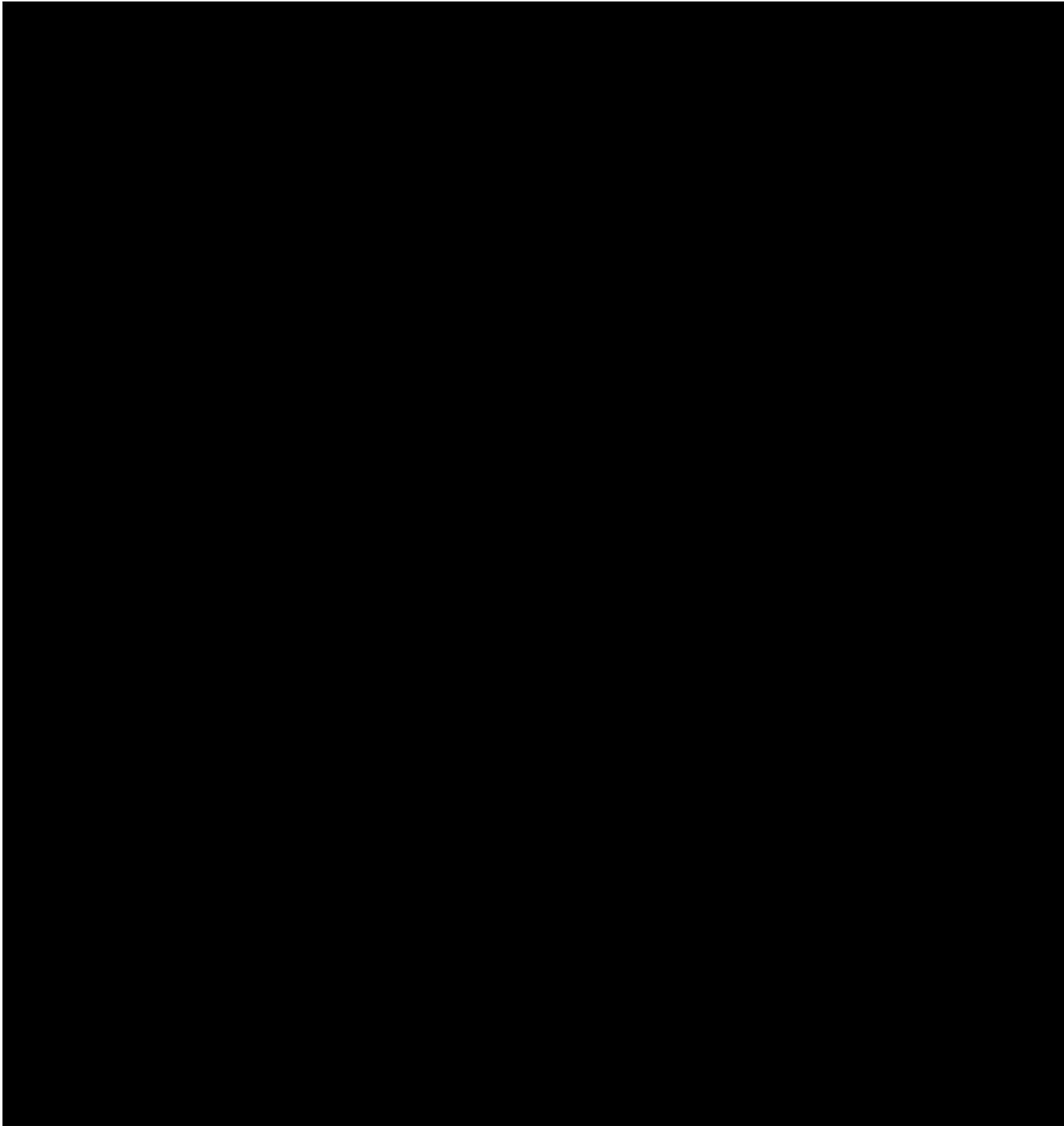
14.7 COST ASSUMPTIONS











Technical Proposal

RFP 19-105 Attachment F8 – Future State Process Definition Template

The State is requesting future-state process definitions that address the HCM and Payroll process and solution improvement opportunities that are recommended by the Respondent. The Respondent should consider the improvement opportunities identified by the state as well as other best-practices the vendor believes will drive efficiencies and effective use of the targeted PeopleSoft HCM 9.2 solution.

This template must include specific responses to targeted improvement opportunity defined in Attachments H3, as well as other process recommendations that are included in various current process narratives in Attachments I and J. Process flows and narratives should be included in responses when major process changes are recommended.

This template should identify the current PeopleSoft customizations that must remain and all new customizations that are needed to achieve the full benefit of the recommendations. The recommendations from a recent HCM Fit/Gap initiative are included in Attachment H2 and should be considered valuable, non-binding information.

The content of this template must be coordinated and consistent with all other parts of your proposal including the Approach, Cost Proposal, Project Plan, Statement of Work and Staffing Plan templates. The responses should demonstrate to the State that the Respondent has attained a high level of PeopleSoft HCM/Payroll transformation and implementation expertise, a high level of HCM/Payroll implementation knowledge and an excellent understanding of the operational integration required by the business processes of state personnel and payroll departments.

Vendor Response:

This template must be submitted as a Microsoft Word document.

ATTACHMENT F8 FUTURE-STATE PROCESS DEFINITION TEMPLATE

Accenture considers future-state process definition to be part of a larger, integrated effort to identify improvement opportunities and drive business value. The State's objective is to streamline how business is performed and provide innovative ways of working to end-users and customers. Central to our proposed solution is the ability to handle end-to-end business processes specific to the State's current needs as well as the ability to adapt to future improvements.

As part of Accenture's approach for future-state process definition, we bring the following differentiated capabilities during the Initiate and Adopt stages to support the transformation of the State's HCM-Payroll service delivery.

Service Delivery Strategy Labs (Initiate Stage)

We propose to provide Service Delivery Strategy Labs and Leading Practice Workshops as a key component of our Initiate and Adopt approach. We will offer two, two-hour strategy labs with State leadership and agency stakeholders to align leadership and stakeholders on the strategic vision and operating principles of your desired service delivery strategy for the new ERP Solution. The Strategy Lab answers the question: How do we align the guiding principles for service delivery with the design of the ERP?

Accenture will employ our Service Delivery Strategy Framework to guide these workshops. This framework is grounded in the belief that organizations produce the exact results they are designed to produce, and none other. We refer to this as the organization's "operational DNA." To get different results requires a different design—a different set of organizational DNA and operating principles.

The State's DNA is demonstrated in your current operating principles—they determine the way work actually gets done. In the Strategy Labs, we will work with the State to understand your current DNA and operating principles. We will then help you either refine or develop new DNA and operating principles aligned with the strategy of the State's HCM-Payroll Solution.

We will prepare for the first lab by consulting with State leaders to gather baseline information, then deliver preparation materials to your participants prior to the first workshop. The first lab will include

facilitated discussions led by Accenture using “prompting questions” from the strategy framework. We will capture the results of the lab and use the material to prepare for the second lab. The objective of the second lab is to create an agreed-upon set of future-state operating principles, which will also serve as a guide for the rest of the project's implementation phases.

Leading Practice Workshops (Adopt Stage)

We will work with the State to conduct a Leading Practice Workshop specific to Payroll processes to align the State on key foundational areas prior to iterative prototyping workshops. Leading Practice Workshops engage key staff from across the State to address key business design items. Key staff will make recommendations on how those items should be addressed and provide this guidance to the following conference room pilot (CRP) activities. The workshop process has an educational component, so participants have a shared understanding of the topics and available alternatives. The workshop process also has a concurrence-building component, so the outcomes reflect the best thinking of the group.

The Strategy Lab vision and Leading Practice Workshops would provide input for the Future-State Process Definitions. We appreciate and applaud the work the State has performed to document the current-state processes and improvement suggestions. These will also serve as an input into the future-state process definition activities. Accenture would leverage our Accenture Enterprise Services for Government (AESG) platform, which includes our library of leading HCM and Payroll business process flows and narratives as a baseline. We would conduct Business Process Redesign Sessions in the AESG 9.2 environment for the new and existing modules and related business processes to align on the future-state process and determine whether the leading process may be adopted.

We would also recommend that the State re-execute the compare report against the most recent PUM image of 9.2 to determine which customizations to retain, retire, or retrofit, based on the defined future-state processes.

At the outcome of the Adopt activities the team would confirm:

1. Future-State Process Definitions
2. RICEFW Inventory and disposition for existing and new customizations

In this section, we have evaluated each of the State's current business processes and mapped them to Accenture's AESG Process. Where applicable, we have included improvement opportunities and recommendations for discussion during the project. These are listed in Figure F8-1 at the end of the section.

Our recommendations and suggestions are based on our interpretation of the material provided in Attachments H, I and J, and would require validation during the business process discussions.

Below is a summary of our recommendations by module.

Human Resources

We did not identify significant changes to the HR business processes or service delivery model.

- The duplicative entry between HR and Agency Payroll will be eliminated with the implementation of PeopleSoft Payroll 9.2 and the retirement of GEAC.
- The project team may want to evaluate the unique HR processes for specific employee populations and look for opportunities to standardize.
- Finally, the use of innovation, through Conversational User Interface (UI) and online forms may further automate the future-state HR process.

Benefits Administration

There were some opportunities for improvement in how Benefits Administration is performed that we would recommend exploring during the Business Process Redesign Sessions:

- The current Benefits interface to GEAC Payroll system would be retired with the implementation of PeopleSoft Payroll 9.2.
- Standardization of Open Enrollment business process across all employee populations (as noted within State Identified Process Improvement Recommendations).
- Consider utilizing delivered capability such as:
 - Life Events to be performed using BAS Activity vs. Job records
 - Administration of Retroactive Benefits
 - New 9.2 reports: Benefit Refunds Report, Benefits Activity Report, and Identify employees who had overage dependents dropped by COBRA Report
 - Passive events for automated activity generation
- Develop business processes for exception scenarios:
 - Dependent changes (i.e., student status, overage dependents, etc.)
 - Secondary COBRA events
- Maintain New Parent Leave within Absence Management module vs. Benefits Administration, which may provide more robust functionality.

Time and Labor

Below are several suggestions that may eliminate the need for manual processes and reduce effort. Detailed suggestions are listed in Figure F8-1 by business process.

- Use of delivered functionality such as Time and Labor Auto Enrollment functionality would eliminate manual entry and delays in time reporting.
- Introduce a customization that would provide significant savings in manual effort:
 - A common customization is the Time and Labor Security Automation program to create Dynamic Groups at multiple security levels, create Permission Lists, create and maintain Time and Labor Permission List Security, assign Row Security Permission Lists to User Profiles, and run the delivered security refresh jobs.
- Eliminate customizations related to Compensatory Time tracking through configuration of these plans in Absence Management.

Leave Management through Absence Management

Currently the State is using Time and Labor and GEAC to manage leave. We have identified several opportunities to improve how leave is managed in the future through the implementation of Absence Management. For example: Compensatory time and non-standard leave type (i.e., FMLA) may be configured and entitlements, usage, and balances tracked in Absence Management vs. paper records and spreadsheets.

Below are some additional benefits to using Absence Management. We have also included suggestions by business process in Figure F8-1.

- Absence Management integrates with Time and Labor and Payroll for North America to provide automated processing of leave rules. Employees enrolled in both Time and Labor and Absence Management enter absence takes they are eligible for on the timesheet absence grid and workflow routes absences for approval if required, providing a seamless experience for self-service users. Entitlements or accruals are granted using configured absence elements that define the policy-based rules and balance adjustments can be entered by administrators as needed to add to or reduce hours from balances. Self-service users can view absence balances effective as of the last closed period directly on the integrated timesheet.
- The absence forecasting feature prevents negative balances unless policy allows, unintended unpaid leave, and hours lost scenarios. Absence take forecasting can be required for select absences to ensure employees have met eligibility criteria and have sufficient balance to use each absence. Balance forecasting allows employees to view projected balances as of a future date for planning purposes.
- The Calculate Absence process calculates absence takes, balance adjustments, accruals, expired hours, and other entitlements, and updates leave balances and accumulators for the current leave period. Absence triggers can be configured to support automated retroactive processing of prior period absence adjustments, which reduces the need for manual balance adjustments and allows for absence takes to be accurately reported. Absence takes are loaded to Payable Time and subsequently both time and absences are loaded to Payroll for North America for payroll processing.

Payroll

The implementation of PeopleSoft Payroll will eliminate the need for existing interfaces between HCM and GEAC to support Benefits enrollment and changes and time entry loads to payroll, and the custom interfaces from GEAC to PeopleSoft Financials.

Duplicate entry currently performed in both HCM 9.1 and GEAC Payroll will also be eliminated.

Finally, implementation of ePay to allow employees to access their pay advice, including leave balances online via their mobile device, perform direct deposit enrollment and update W4 changes, and request W2's will reduce manual entry and may improve customer experience.

In Figure F8-1 we have included more detail of our recommendations by business process. We look forward to discussing these further as we defined the future-state processes to support the HCM-Payroll Modernization Project.

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
Human Resources				
HR01	New Hire/Rehire Process	Administer Employee Data Change	<ul style="list-style-type: none"> Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems Configure Template Based hires for hiring employees and Contractors that would limit Data entry errors 	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms
HR02	Termination/Resignation	Retirement and Voluntary Separation	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms
HR03	Transfer Process	Administer Employee Data Change	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms
HR04	Promotion/Voluntary Demotion	Administer Employee Data Change	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms
HR05	Leave of Absence	Manage Job Information Change	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms
HR06	Return from Leave	Manage Job Information Change	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
HR07	SHC – New Position/Classification Requests	Administer Manage Position	None identified	<ul style="list-style-type: none"> • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person's personal or job data, or managing a person's profile data
HR08	SHC – Fund Center Change Request	Administer Manage Position	None identified	<ul style="list-style-type: none"> • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person's personal or job data, or managing a person's profile data
HR09	SHC – Reorganization	Administer Manage Position	None identified	<ul style="list-style-type: none"> • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person's personal or job data, or managing a person's profile data
HR10	SHC – Above Minimum Salary	Manage Job Information Change	None identified	<ul style="list-style-type: none"> • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person's personal or job data, or managing a person's profile data

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
HR11	SHC – Job Reclassification	Administer Manage Position	None identified	<ul style="list-style-type: none"> • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person’s personal or job data, or managing a person’s profile data
HR12	SHC – Overtime	Manage Job Information Change	None identified	<ul style="list-style-type: none"> • Standardize business process across employee populations with common attributes • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person’s personal or job data, or managing a person’s profile data
HR13	SHC – Policy Exception	Manage Job Information Change	None identified	<ul style="list-style-type: none"> • Standardize business process across employee populations with common attributes • Reduce use of paper forms • Use SMART HR templates to streamline process and approvals • Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person’s personal or job data, or managing a person’s profile data

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
HR14	SHC – Position Status Change	Administer Manage Position	None identified	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms Use SMART HR templates to streamline process and approvals Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person's personal or job data, or managing a person's profile data
HR15	SHC – Executive Hire	Manage Job Information Change	None identified	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms Use SMART HR templates to streamline process and approvals Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person's personal or job data, or managing a person's profile data
HR16	SHC – Reactivation	Manage Job Information Change	None identified	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms Use SMART HR templates to streamline process and approvals Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person's personal or job data, or managing a person's profile data

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
HR17	SHC – Salary Adjustment	Define and Maintain Compensation Process	None identified	<ul style="list-style-type: none"> Standardize business process across employee populations with common attributes Reduce use of paper forms Use SMART HR templates to streamline process and approvals Smart HR templates are a simplified and streamlined approach to completing various transaction processes, such as hiring, updating a person’s personal or job data, or managing a person’s profile data Configure Total Rewards Statement for employees
Benefits Administration				
BN01	SPD and ISP – Benefits Open Enrollment.	Administer Open Enrollment	<ul style="list-style-type: none"> Simplify intervening events and accurate effective dating Improve the process of manually prorating the calculations as a result of the January 1st effective date Move to standard HIPPA compliant file layout with Carriers 	<ul style="list-style-type: none"> Standardize business process across all employee populations Reduce use of paper forms Move to standard reporting tools and reduce reliance on SQL execution for clean-up reports
BN01.1	SPD and ISP EE Level Annual Open Enrollment	Administer Open Enrollment	<ul style="list-style-type: none"> Simplify intervening events and accurate effective dating Improve the process of manually prorating the calculations as a result of the January 1st effective date 	Standardize business process across all employee populations
BN02	Excise & Conservation – Benefits Open Enrollment	Administer Open Enrollment	Move the enrollment process for Officers and Non-Officers for all benefits to self-service enrollment similar to SPD	<ul style="list-style-type: none"> Standardize business process across all employee populations (as noted within State Identified Process Improvement Recommendations) Reduce use of paper forms
BN03	SPD and ISP New Hire Open Enrollment Election Process	Benefits Enrollment	HSA account setup within PeopleSoft	<ul style="list-style-type: none"> Standardize business process across all employee populations Include the administration of retroactive benefits

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
BN04	Excise & Conservation New Hire Open Enrollment Election Process	Benefits Enrollment	Move the enrollment process for Officers and Non-Officers for all benefits to self-service enrollment similar to SPD or ISP	<ul style="list-style-type: none"> Standardize business process across all employee populations (as noted within State Identified Process Improvement Recommendations) Reduce use of paper forms Include the administration of retroactive benefits
BN06	SPD and ISP Event Maintenance Process	Administer Event Maintenance	LTS changes should be automatically generated by the system when salaries exceed basic life pretax thresholds	<ul style="list-style-type: none"> Standardize business process across all employee populations Leverage new report Benefit Refunds Report Leverage passive events for automated activity generation
BN07	Excise & Conservation Event Maintenance Process	Administer Event Maintenance	Simplify intervening events and accurate effective dating	<ul style="list-style-type: none"> Standardize business process across all employee populations Reduce use of paper forms Leverage new report Benefit Refunds Report
BN08	FSC Event Maintenance Process	Administer Event Maintenance	<ul style="list-style-type: none"> Change the initiation process for FSC by inserting a row into BAS activity and not a job row Allow some FSCS to be made or initiated in self-service 	<ul style="list-style-type: none"> Leverage new report Benefit Activity Report Leverage new report Benefit Refunds Report
BN09	Changing Life Insurance Beneficiary Information Process	Dependent and Beneficiary Information	None identified	None identified
BN11	Duplicate Dependent Process	N/A	Prevent initial entry of duplicate dependents	Develop business process for dependent changes (student status, overage etc.)
BN12	Cobra Process	Administer COBRA	<ul style="list-style-type: none"> Ensure all letters print from qualified checklist Eliminate manual COBRA process Add Life letter to print process Creditable coverage letter 	<ul style="list-style-type: none"> Develop business process for secondary COBRA events Leverage new report to Identify employees who had overage dependents dropped by COBRA

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
BN15	Court Order Process	N/A – Part of Benefits Enrollment	None identified	None identified
BN16	NTUA Revocation Process	N/A – Part of Benefits Enrollment	Automate the recoupment of premiums	None identified
BN17	New Parent Leave	Absence Administration	None identified	Process New Parent Leave as part of Absence Management Extended Leave Framework vs. Benefits Event Management
Time and Labor				
TL01	Time and Labor Enrollment	Time and Labor Enrollment Sub Processes: <ul style="list-style-type: none"> • Enroll and Maintain Time Reporters • Enroll and Maintain Comp Plan Enrollment • Assign and Maintain Schedules 	<ul style="list-style-type: none"> • Move to standardized Workgroups and Comp Time Plans • Implement a business practice to remove Correct History to Comp Plan Enrollment • Review and improve all queries and standardize 	<ul style="list-style-type: none"> • Standardize Workgroups and inactivate unused Workgroups • Retain standard statewide Compensatory Time Off Plans in T&L and inactivate leave-related Comp Plans (move to Absence Management) • Use delivered Time and Labor Auto Enrollment functionality to automatically enroll, maintain, and inactivate Time Reporters and assign default work schedule based on HR Job Data transactions and state criteria (or agency-specific where required) • Create statewide Time Reporter and Comp Plan enrollment audit queries

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
TL02	Time Capture	Time Capture and Approval Sub Processes: <ul style="list-style-type: none"> • Manage Time Entry • Manage Reported Time Approval • Manage Payable Time Approval 	<ul style="list-style-type: none"> • Establish a future Grace Period limit on the timesheet • Implement custom TL Security Automation • Reduce the need for Approval Rerouting (change Approval Workflow to be custom for Multiple Approvers and include TL Approval Administrators) • Utilize the Delegation Framework 	<ul style="list-style-type: none"> • Establish default TL Permission List Security grace periods based on security level • Implement custom TL Security Automation to create TL Dynamic Groups at multiple security levels, create Permission Lists, create and maintain TL Permission List Security, assign Row Security Permission List to User Profiles, and run delivered security refresh jobs • Remove customization on Employee Selection Criteria through MSS that limits access to immediate Direct Reports • Replace spreadsheets and manual processes with direct timesheet entry • Leverage delivered Delegation Framework • Establish a Delegation Administrator role to delegate transactions on behalf of approvers and/or implement workflow escalation to route approval to the next level after specified timeout period • Remove customization using Position Data – Report Dotted Link that allows Alternates ability to change or approve own data through MSS. • Replace TL Manager Employee Notification custom email with delivered workflow/worklist functionality or report

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
TL03.B	Special Leave – Comp Time	Time Administration Sub Processes: <ul style="list-style-type: none"> • Adjust Comp Plan Balances • Manage Comp Plan Payouts • Time Validation • Administer Delegation 	<ul style="list-style-type: none"> • Adjust Comp Time Balances appropriately via Timesheet and Time Administration • Use a query to identify where a timesheet has been routed for approval with delegation • Changing Earliest Change Date should only occur if the new Date is less than the existing date on the Time Admin Status page • Review and standardize queries 	<ul style="list-style-type: none"> • Create administrator-only TRCs for Comp Time adjustments to be entered directly on the timesheet • Eliminate custom processes that update comp time tables on the backend • Use delivered Update TA Status and ECD page and remove customization with same functionality • Consolidate and enhance time validation queries to simplify review for accuracy and completeness and include delegation proxy if time has been delegated • Configure Time and Labor rules to generate additional exceptions where applicable to assist with review and finalization of time • Use delivered workflow and approval framework to reduce need for tickets to clear worklist

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
<p>TL04 TL05</p>	<p>Create Payroll Apply Payroll Results</p>	<p>Time Processing</p> <p>Sub Processes:</p> <ul style="list-style-type: none"> Administer Time Processing Load Payable Time to Payroll 	<ul style="list-style-type: none"> Payable Time relating to Overtime to be sent to Payroll should be generated by TL Rules and not be manipulated in the Create Payfile process Improve custom process that manipulates Payable Status for overtime hold Comp Time Balance Adjustments to be entered via Timesheet (access to Administrators Only) All Law Enforcement 28 Day should follow the same 28-Day FLSA Period and ensure time hold process follows policy second biweekly portion of the 28-Day cycle Update methodology for applying Comp Time Leave Balances 	<ul style="list-style-type: none"> Eliminate all backend updates to T&L tables and data and run a one-time conversion cleanup to set Payable Status to CL-Closed for appropriate transactions Make T&L the source record of time (non-interfacing) and Comp Time balances; all time entry and Comp Plan balance adjustments made directly on the timesheet by administrators and processed by Time Administration Create Time and Labor rules to automatically calculate overtime for groups currently using manual calculations and processes Implement a custom Overtime Hold extension to update Payable Status to OH-Overtime Hold for overtime that requires no further approval and does not fall in the current overtime period based on the associated FLSA period to prevent loading to payroll via the delivered process; update status to AP-Approved status when time is within the overtime period Use the delivered Time and Labor Load process to send transactions from Payable Time tables to the Payroll module Correct any errors found during the review of Time and Labor to Paysheet queries and reprocess time through Time Administration and rerun the Time and Labor Load process Use the Adjust Paid Time page to close payable time that was rejected by payroll and is not to be paid or was paid directly in payroll without adjusting the timesheet

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
TL06	Post Payroll to Finance	Time Allocation/ Distribution	Once AOS Payroll replaces GEAC with the migration to PeopleSoft Payroll 9.2, template data will be incorporated into PeopleSoft HCM accordingly. This will provide an integrated time and labor distribution process that will flow from HCM to Payroll to Finance GL; thus eliminating/reducing the manual processing and disparate solutions used by specialty agencies today to generate GL adjusting entries to post to the ledger in support of cost allocation reporting and grant reimbursement processes. This should also ensure consistency across the enterprise in the handling of allocation of labor-related expenses.	<ul style="list-style-type: none"> • Use the delivered Payroll to GL interface to send Labor Cost data from Time and Labor and Payroll to GL • Use the delivered Extract Time and Labor Cost process that distributes earnings over payable time • Remove SOI TL Account Code custom table and store funding defaults using delivered functionality
Leave Management through Absence Management				
3.0.B.1.A	AOS – Leave Accrual, Use, Pay & Payout	Absence Management Enrollment Sub Processes: <ul style="list-style-type: none"> • Enroll in Absence Management 	<ul style="list-style-type: none"> • Establish ability to operate more than one leave accrual system (based on agency or classification, for example) and ability to update accrual system(s) • Control access to Special Sick Leave by creating a new Comp Time Plan and load the available Balance via the Timesheet and remove TRC from all employees not enrolled in SSL Comp Time Plan 	<ul style="list-style-type: none"> • Create statewide Absence Management Eligibility Groups (retire Benefit Leave Plans) with associated absence types • Enroll eligible employees in Absence Management and assign Eligibility Group on Job Data as part of New Hire/Rehire/Transfer processes to control the absence types available on the timesheet or for interfacing

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
		<p>Absence Capture and Approval</p> <p>Sub Processes:</p> <ul style="list-style-type: none"> • Manage Absence Entry • Manage Extended Absence Requests • Manage Reported Time Approval 	None identified	<ul style="list-style-type: none"> • Integrate absence request/entry on the T&L timesheet and configure each absence type to require either Reported Time approval or no approval • Train users to enter absences in advance where possible (up to future Grace Period limit on timesheet) to request time off; enter in current period for unplanned time off; enter/adjust for prior periods by administrators who have access • Configure workflow and delegation for absences the same as other time reported in T&L • Enable and require absence take forecasting in self-service to ensure employees have sufficient balance to use each absence take and to prevent negative balances, unintended unpaid leave, and hours lost scenarios; remove timesheet customization that allows negative balances and generates warning flags • Enable absence balance forecasting to allow employees to view projected balances as of future date • Display absence balances directly on the integrated timesheet effective as of the last closed period and remove customization that prevents leave balance from being immediately updated when leave TRC is entered on timesheet • Allow self-service users to create and maintain extended absence requests for FML and NPL and retire custom pages and processes used for FML managed by SPD

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
<p>TL03.A TL03.C TL03.D TL03.E TL03.F TL03.H 3.0.B.1.A 3.0.B.2.A</p>	<p>Leave and Absence Workbook Special Leave – Benefit Leave Special Leave – Family Medical Leave Act (FMLA) Special Leave – New Parent Leave Special Leave – ISP Pre 1982 Leave Special Leave – ISP Line of Duty Special Leave – Special Sick Leave AOS – Leave Accrual, Use, Pay & Payout AOS – Leaves: Paid & Un-Paid (excluding Disability) Workers Comp</p>	<p>Absence Administration</p> <p>Sub Processes:</p> <ul style="list-style-type: none"> Adjust Absence Balances Manage Absence Payouts Administer Extended Leave Absence Validation Administer Delegation 	<ul style="list-style-type: none"> Establish ability to track leaves other than accrued S, V, and PR leaves Eliminate having to track and maintain the accrual dates in multiple systems FMLA Requests must have the ability to be used for Prior Period Timesheet reporting NPL approval and expiration should be controlling Comp Plan Enrollment based on Birthdate Add validation on the new Adjustment Page to ensure the Start Date for FMS and Line of Duty Leave Adjustments are valid based on Active Comp Plan Enrollment exists for the date Workers Comp—Improved communication, more transparency in the process to better serve employees and answer questions 	<ul style="list-style-type: none"> Configure all leave types (Leave and Absence Workbook plus ISP Pre 1982 Leave) as absences types in Absence Management using configurable supporting elements to process takes, entitlements, adjustments, and balances according to policy criteria Convert leave-related Comp Plan balances and balances from paper records/spreadsheets to Absence Management Utilize delivered Absence Management functionality for balance adjustments Leverage absence triggers to support retro-active absence processing of prior period absence adjustments Configure FMLA, NPL, and Line of Duty as extended leave and consider using extended absence framework for Short Term Disability and Workers Compensation Retire custom pages and processes currently in development—not needed with NPL, ISP Pre 1982 Leave, and Line of Duty Leave in Absence Management
		<p>Absence Processing</p> <p>Sub Processes:</p> <ul style="list-style-type: none"> Administer Absence Processing Load Absences to Payable Time 	<p>None identified</p>	<ul style="list-style-type: none"> Run the delivered Calculate Absence process to process approved absences and pending balance adjustments, calculate accruals, expired hours, and other entitlements, and update leave balances and accumulators Run the delivered Absence Conversion to Payroll Process to send leave transactions from Absence Management to Payable Time; leave earnings are then sent to Payroll along with the Time and Labor time via the delivered Time and Labor Load process

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
Payroll				
1.0.A.1.A	AOS – (Payroll) New Hire	Hire Workforce	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Remove use of PPAF and AP63; replace with direct data entry in PeopleSoft HCM 9.2 Incorporate use of PeopleSoft HCM 9.2 checklists, forms, and possibly workflow
1.0.B.1.A	AOS – Payroll Termination Process	<ul style="list-style-type: none"> Maintain Workforce, Process Final Checks eProfile: Terminate Employees 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Remove use of PPAF and AP63; AS47 file and replace with direct data entry in PeopleSoft HCM 9.2 Incorporate use of PeopleSoft HCM 9.2 checklists, forms, and possibly workflow
1.0.C.1.A	AOS – Payroll Transfer Process	<ul style="list-style-type: none"> Maintain Workforce eProfile: Transfer Employees 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Remove use of PPAF and AP63; replace with direct data entry in PeopleSoft 9.2 Incorporate use of PeopleSoft HCM 9.2 checklists, forms, and possibly workflow
1.0.D.1.A	AOS – Salary Changes	<ul style="list-style-type: none"> Maintain Workforce Salary Administration 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Remove use of PPAF and AP63; replace with direct data entry in PeopleSoft HCM 9.2 Evaluate use of workflow for approvals Ensure adequate funding info is collected and recorded early in the process so that cycles of additional information are not required. Pay for Performance: Use either a load file from SuccessFactors or direct entry into PeopleSoft 9.2 Compensation
2.0.A.1.A	AOS – Benefits Open Enrollment Process	<ul style="list-style-type: none"> Administer Open Enrollment eBenefits: Benefits Enrollment 	<p>Simplify intervening events and accurate effective dating</p> <p>Improve the process of manually prorating the calculations as a result of the January 1st effective date</p>	<ul style="list-style-type: none"> Configure new annual rates, deduction codes, in PeopleSoft 9.2 using effective dating; PeopleSoft 9.2 will address the prorations for January 1st Evaluate the use of a copy of production to run a "payfake" run to validate changes

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
2.0.B.1.A	AOS – Benefit Changes (Overrides)	<ul style="list-style-type: none"> Administer Event Maintenance eBenefits: Benefits Enrollment 	<ul style="list-style-type: none"> This paper-based process could be automated in the future DOE Override form can be eliminated altogether as changes will be input directly into PeopleSoft HCM 	Replace paper-based processes with PeopleSoft 9.2 eBenefits self-service
3.0.A.1.A	AOS – PeopleSoft Time Capture, Approval and Submission	<ul style="list-style-type: none"> Administer Time Reporting Administer Time Validation & Approval 	<ul style="list-style-type: none"> Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems Standardization Remove numerous customizations 	Replace file sent to GEAC with delivered PeopleSoft 9.2 integration of Time and Pay
3.0.A.2.A	AOS – Legislator Pay Processing	Manage Paysheets	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Replace the grid upload to GEAC with a PeopleSoft 9.2 solution such as Rapid Timesheet or a Paysheet Upload Remove use of AS47 form; replace with direct data entry in PeopleSoft 9.2
3.0.A.3.A	AOS – Senior Judges	<ul style="list-style-type: none"> Administer Time Reporting Administer Time Validation & Approval 	<ul style="list-style-type: none"> Eliminate manual calculations Eliminate multiple spreadsheets Reduce the amount of data entry 	<ul style="list-style-type: none"> Replace spreadsheet and send/load to GEAC with delivered PeopleSoft 9.2 integration of Time and Pay Consider timesheet self-service instead of Senior Judge Claim Form
3.0.A.4.A	AOS – Statutory Payments	<ul style="list-style-type: none"> Maintain Workforce Administer Salary Plans Mass Salary Increase 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Consider processing the increases via PeopleSoft 9.2 Compensation Management (instead of the new rate spreadsheets). Replace new rates entry into GEAC with delivered PeopleSoft 9.2 integration of Compensation and Pay

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
3.0.B.1.A	AOS – Leave Accrual, Use, Pay & Payout	<ul style="list-style-type: none"> Define Absence Tracking and Assign Schedules Manage Absences Record Absences, Vacations, Accruals & Entitlements Calculate and Confirm On-cycle payroll Process Final Checks 	<ul style="list-style-type: none"> Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems Ability to operate more than one leave accrual system (based on agency or classification, for example) Ability to add/delete/change accrual system(s) Ability to track leaves other than accrued S, V, and PR leaves in the payroll system Eliminate having to track and maintain the accrual dates in multiple systems 	<ul style="list-style-type: none"> Manage leaves through Absence Management and payment of leave usage in Payroll Configure rules to automate updates to leave accrual date, where possible to minimize manual updates and calculations
3.0.B.2.A	AOS – Leaves: Paid & Un-Paid (excluding Disability)	<ul style="list-style-type: none"> Administer Time Reporting Manage Absences 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> Define leave plans to accrue and track leave usage in Absence Management Report paid and unpaid leave in Time and Labor
3.0.B.3.A	AOS – STD/LTD Begin Leave	Maintain Workforce	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	Consider use of workflow to reduce paper forms and manual approvals across departments
3.0.B.4.A	AOS – STD/LTD End Leave	Maintain Workforce	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	Consider use of workflow to reduce paper forms and manual approvals across departments
3.0.B.5.A	AOS – Retiree Leave Conversion	Process Final Checks	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	Payment would be processed in PeopleSoft Payroll

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
3.0.C.1.A	AOS – Reallocate Labor Expense	<ul style="list-style-type: none"> Administer Post-Confirm Process Administer Financials Interface 	Once AOS Payroll replaces GEAC with the migration to PeopleSoft Payroll 9.2, template data will be incorporated into PeopleSoft HCM accordingly. This will provide an integrated time and labor distribution process that will flow from HCM to Payroll to Finance GL; thus eliminating/reducing the manual processing and disparate solutions used by specialty agencies today to generate GL adjusting entries to post to the ledger in support of cost allocation reporting and grant reimbursement processes. This should also ensure consistency across the enterprise in the handling of allocation of labor-related expenses.	Accenture agrees with the use of delivered labor distribution processing
4.0.A.1.A	AOS – Load incoming files (pay files, vendor files, benefit ded., earnings file (NG))	Maintain Employee Payroll Data	Streamline business process and eliminate tasks required for the generating custom pay interface files for payroll processing	<ul style="list-style-type: none"> Eliminate custom inbound pay files from HCM Time and Labor to GEAC Standardize earnings and deduction files based on pay or vendor type, i.e., one file format for all one-time or recurring payments, one file format for all insurance deductions
4.0.B.2.A	AOS – Unique Pay Groups	<ul style="list-style-type: none"> Hire Workforce Maintain Workforce Administer Time Reporting Administer Time Validation & Approval Calculate & Confirm On-Cycle Payrolls 	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	Ability to eliminate paper forms, duplicative entry, and interfaces, with the consolidated HR, Time and Labor, and Payroll system

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
4.0.C.3.A	AOS – Process Payroll (biweekly, off cycle, regular, irregular)	<ul style="list-style-type: none"> • Calculate On-line Checks • Calculate & Confirm On-Cycle Payrolls • Administer Post-Confirm Process 	Electronic validation of ACH between the Bank and the State’s integrated solution	State may be able to reduce the number of payrolls processed, as an off-cycle payroll is not required to capture manual/off cycle checks.
4.0.D.4.A	AOS – Process Retiree Payments (monthly, former Governors/Widows, State Police)	<ul style="list-style-type: none"> • Calculate & Confirm On-Cycle Payrolls • Calculate & Confirm Off-Cycle Payrolls 	None identified	None identified
4.0.E.1.A	AOS – PAYROLL ADJUSTMENTS: Fringe Benefits (ex. Vehicles)	<ul style="list-style-type: none"> • Maintain Employee Data • Calculate & Confirm Off-Cycle Payrolls 	This paper-based process could be automated in the future. The form could be recorded electronically with mileage calculated from odometer readings, which could also feed service records and preventive maintenance on State owned/leased vehicles.	We often build a standard earning load to Additional Pay to process fringe payments
4.0.E.2.A	AOS – PAYROLL ADJUSTMENTS: Earnings Adjustments	<ul style="list-style-type: none"> • Administer Salary Plans • Mass Change 	Eliminate spreadsheet copying and duplicate data entry, streamline business process, and eliminate tasks required for the support of direct salary adjustment capture	Use of delivered Mass Salary Increase processes in HCM would eliminate the need for duplicative and manual processing
4.0.E.3.A	AOS – PAYROLL ADJUSTMENTS: Reversals – Paper Checks	Off-Cycle Processing – Reversals	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of redundant wage adjustment processing	Delivered PeopleSoft payroll which may be run iteratively before confirming, may eliminate the need to run payfake process
4.0.E.4.A	AOS – PAYROLL ADJUSTMENTS: Reversals - Direct Deposit	Off-Cycle Processing – Reversals	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of redundant wage adjustment processing	Consider streamlining process. Bank is notified of reversal in next on-cycle payroll processing run through positive pay file and ACH file.

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
4.0.E.6.A	AOS – PAYROLL ADJUSTMENTS: AS47 (Deductions NOT setup in HCM)	Maintain Employee Payroll Data	Eliminate duplicate date entry, streamline business process, and eliminate tasks required for the support of disparate systems	<ul style="list-style-type: none"> This should no longer apply as all deductions will be setup in HCM Deductions may be entered manually or loaded through a custom standard deduction load program that we commonly use for vendor deductions
4.0.E.7.A	AOS – PAYROLL ADJUSTMENTS: Direct Deposit	<ul style="list-style-type: none"> Maintain Employee Payroll Data ePay: Manage pay information for Payroll for North America 	Eliminate duplicate date entry, streamline business process, and eliminate tasks required for the support of disparate systems	Use of Employee Self Service to enroll/ update Direct Deposit
4.0.E.8.A	AOS – PAYROLL ADJUSTMENTS: Garnishment Processing	Manage Employee Garnishments	None identified	Configurable rules to maintain consistency
4.0.E.9.A	AOS – PAYROLL ADJUSTMENTS: IRS Lock Ins	Maintain Employee Payroll Data	Eliminate duplicate date entry, streamline business process, and eliminate tasks required for the support of redundant federal filing status entries.	None identified
4.0.F.1.A	AOS – Mass Changes (includes Pay for Performance)	<ul style="list-style-type: none"> Administer Salary Plans Mass Salary Increase 	Eliminate duplicate date entry, streamline business process, and eliminate tasks required for the support of redundant federal filing status entries	These changes would now be made in HCM and may be accomplished through the PeopleSoft Mass Change Process
4.0.G.1.A	AOS – Payfake Processing	Calculate & Confirm On-Cycle Payrolls	None identified	This process may be replaced by the iterative Payroll Calculation process
4.0.H.1.A	AOS – POST PAYROLL PROCESSING: 3rd Party Payments (taxes, vendors, courts)	Administer Post-Confirm Process	Eliminate duplicate date entry, streamline business process, and eliminate tasks required for the support of disparate systems	Use of delivered Payroll to Financials GL, AP files to capture actuals and vendor disbursements

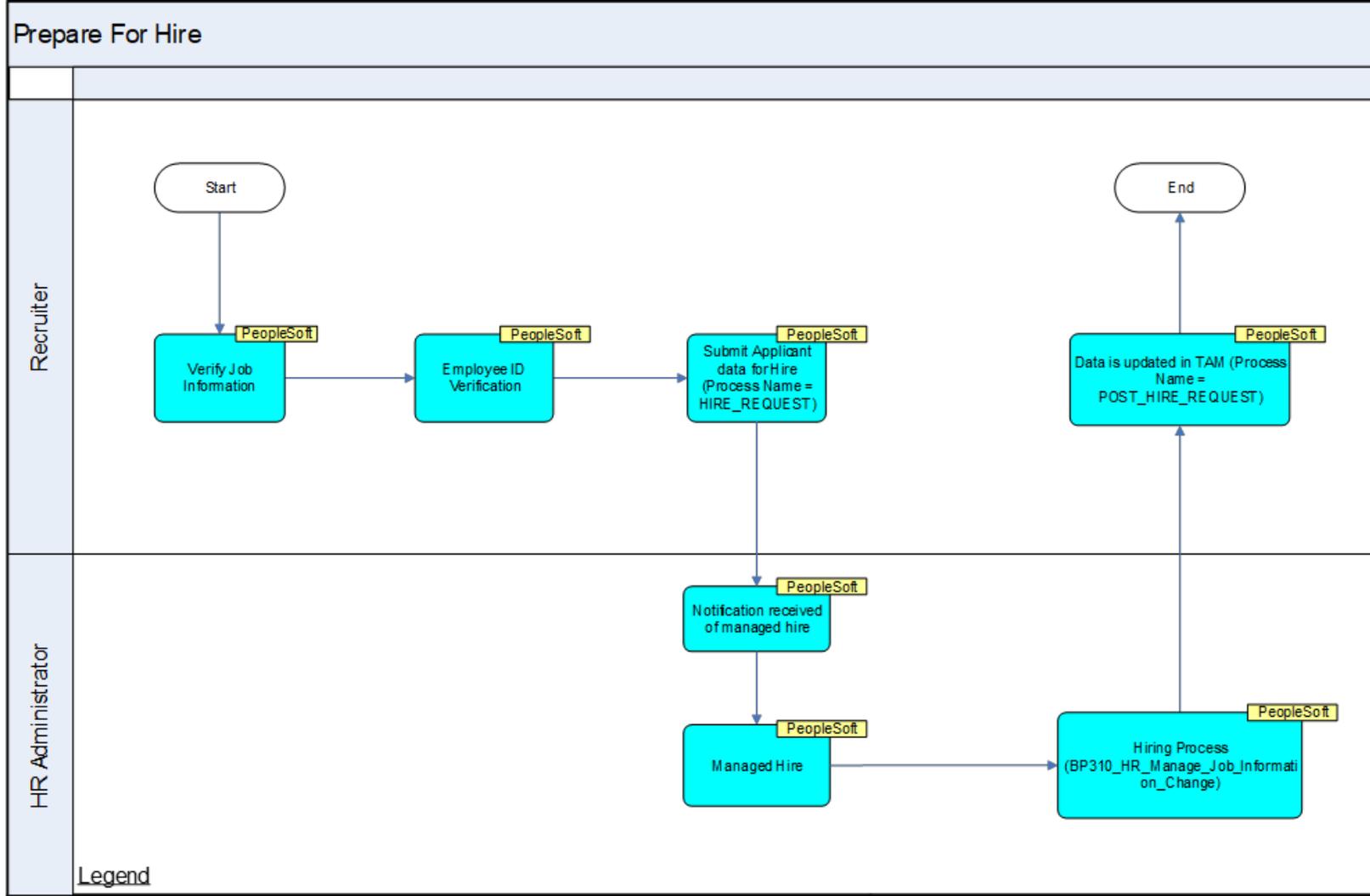
Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
4.0.H.2.A	AOS – POST PAYROLL PROCESSING: Post Payroll Results to GL	Administer Financials Interface	None identified	This process will be replaced by the PeopleSoft integration from Payroll to GL
4.0.I.1.A	AOS – MISCELLANEOUS: Bank changes (PNC)	Maintain Employee Payroll Data	If there was an automated means by which to upload the new banking information	Need to discuss the process for validation; an automated program could load the data, but PeopleSoft would require a pre-note
4.0.I.2.A	AOS – MISCELLANEOUS: Interrogatories / Subpoenas	N/A	None identified	None identified
4.0.I.3.A	AOS – MISCELLANEOUS: Employment Verifications	Maintain Workforce	Electronic file submission vs. manual file upload	State may explore PeopleSoft integration with third party for employment verifications
4.0.I.4.A	AOS – MISCELLANEOUS: Ad hoc inquiries / reports / public records requests	General Reporting	Electronic file submission vs. manual file upload	<ul style="list-style-type: none"> State may explore PeopleSoft integration with third party for employment verifications Consider owner of this activity once HR/Payroll is captured within single application
4.0.J.1.A	AOS – TABLE MAINTENANCE: DOEs (including if new vendor)	Define Payroll Data	None identified	Consider use of electronic forms if this is common
4.0.J.2.A	AOS – TABLE MAINTENANCE: New Agency	Setup HR Data	Implementation of an integrated HR, Time and Labor, and Payroll system will allow data to flow systematically thus eliminating data entry error or duplication of efforts	None identified

Nbr	State Business Process	PeopleSoft/AESG Business Process	State Identified Process Improvement Recommendations	Accenture Recommendations
4.0.J.3.A	AOS – TABLE MAINTENANCE: System updates	N/A	No known improvement opportunities for this process, as GEAC will be replaced and a new process for system updates will replace this one	Recommend developing an Oracle PUM upgrade strategy and application testing approach
4.0.K.1.A	AOS – COMPLIANCE REPORTING: Tax Reporting	<ul style="list-style-type: none"> • Manage Annual Payroll Reporting • Manage Quarterly Payroll Reporting • ePay: Update year-end adjustment data 	<ul style="list-style-type: none"> • Generate forms from data stored in integrated system • Implement system to system integration where possible and where it's not possible, develop the output in the format of the receiving system file specs 	Leverage PeopleSoft delivered annual and quarterly reporting tools
4.0.K.2.A	AOS – COMPLIANCE REPORTING: Year End Processing, Adjustments	<ul style="list-style-type: none"> • Manage Annual Payroll Reporting • Manage Adjustment Processing • Calculate & Confirm Off-Cycle Payrolls 	None identified	<ul style="list-style-type: none"> • Leverage PeopleSoft delivered annual and quarterly reporting tools • Use PeopleSoft payroll to process adjustments at the end of the year
5.0.A.1.A	AOS – Employer Reporting Maintenance (ERM)	Post Confirm Processing	If the ERM file could be submitted electronically via AOS IT providing the file via SFTP for processing instead of AOS being required to manually upload the file for processing	Work with the State to evaluate file transfer options
5.0.E.5.A	AOS – PAYROLL ADJUSTMENTS: Leave Conversions (Deferred Comp)	Manage Adjustment Processing	Eliminate duplicate data entry, streamline business process, and eliminate tasks required for the support of disparate systems	Consider online form to capture leave conversion request

Figure F8-1. Business process improvement opportunities.

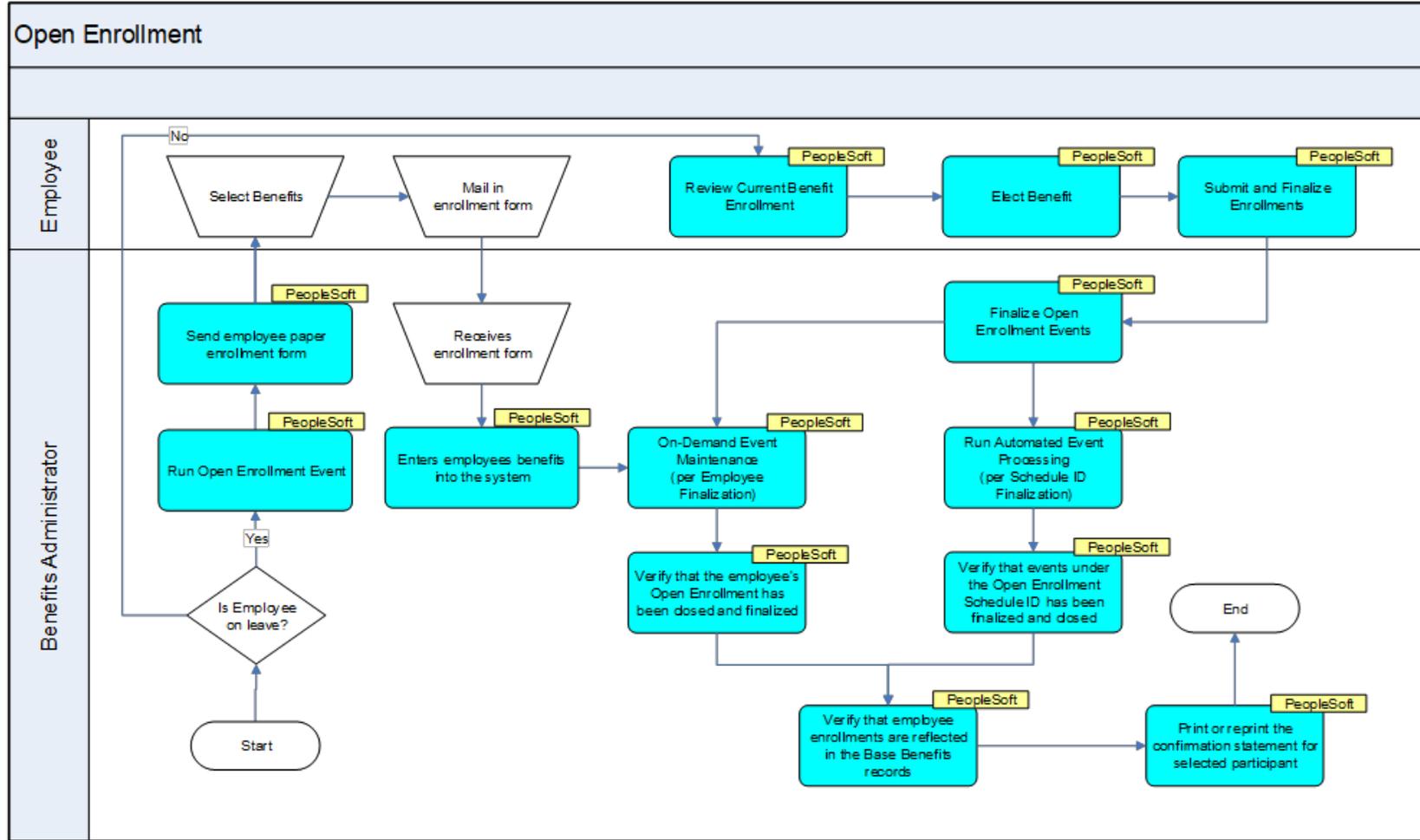
[As requested, we provide the following Human Resources Business Process Flows presented during the Onsite Demonstrations on the following pages:](#)

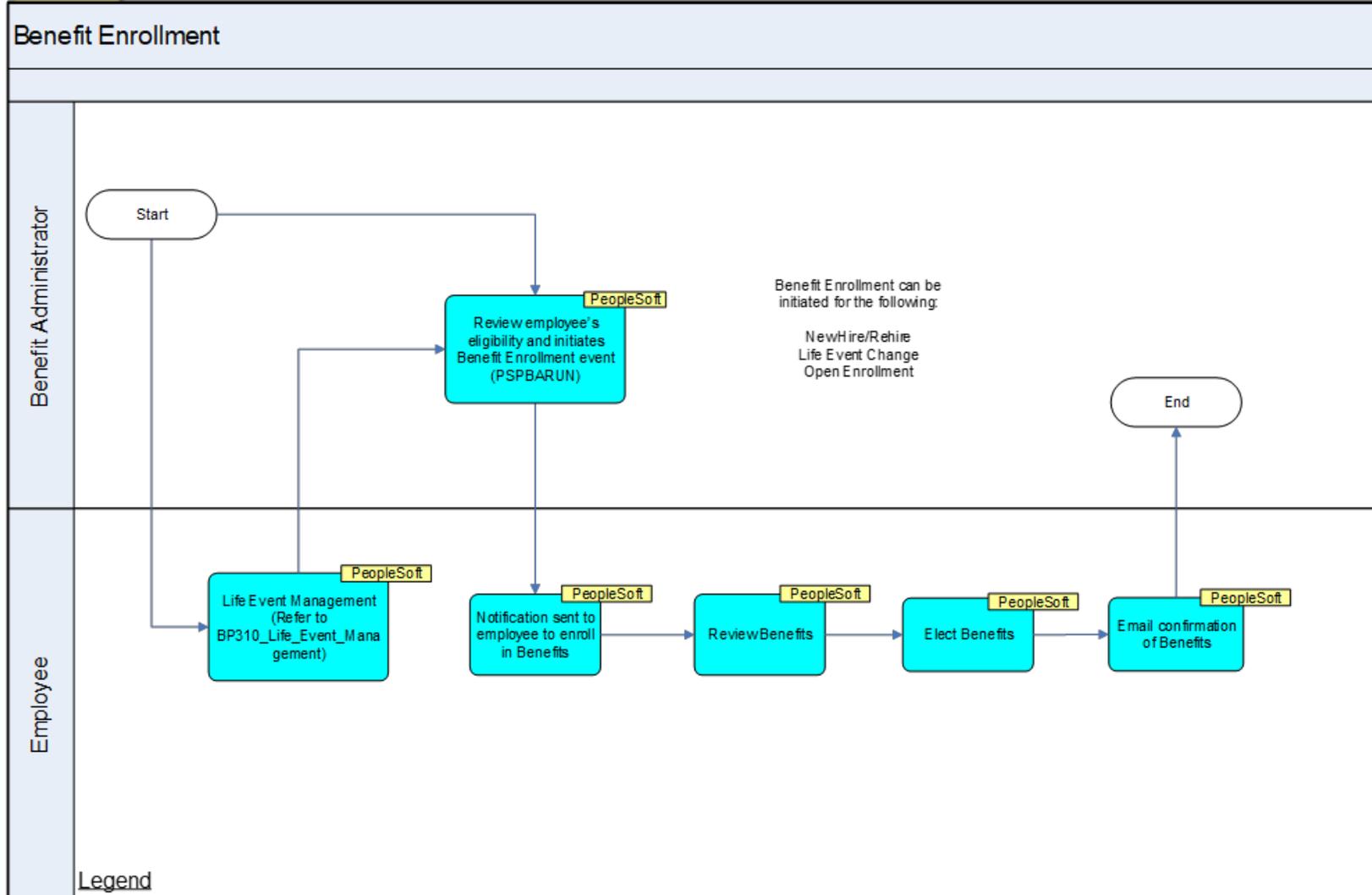
- [Prepare for Hire](#)
- [Define Positions](#)

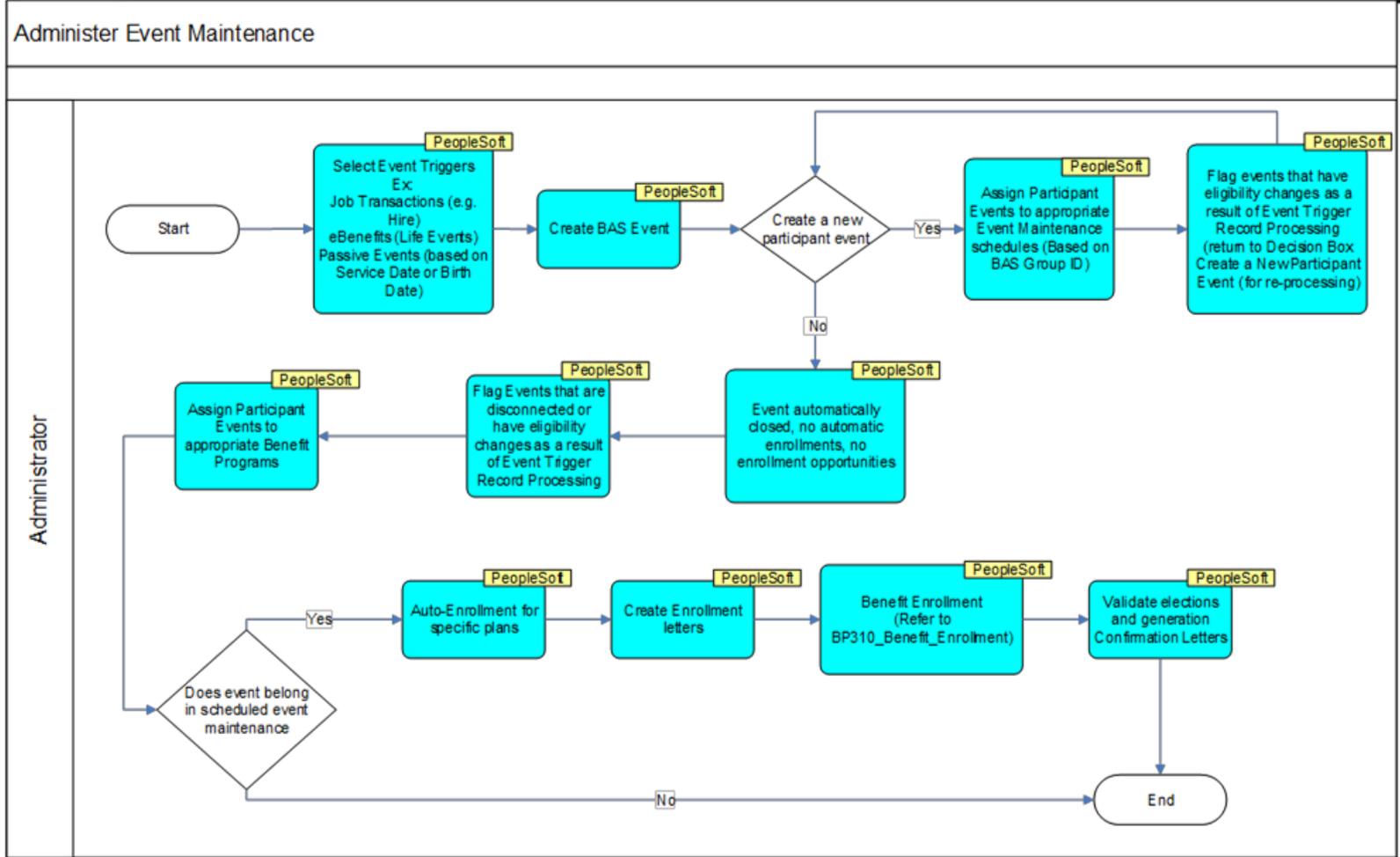


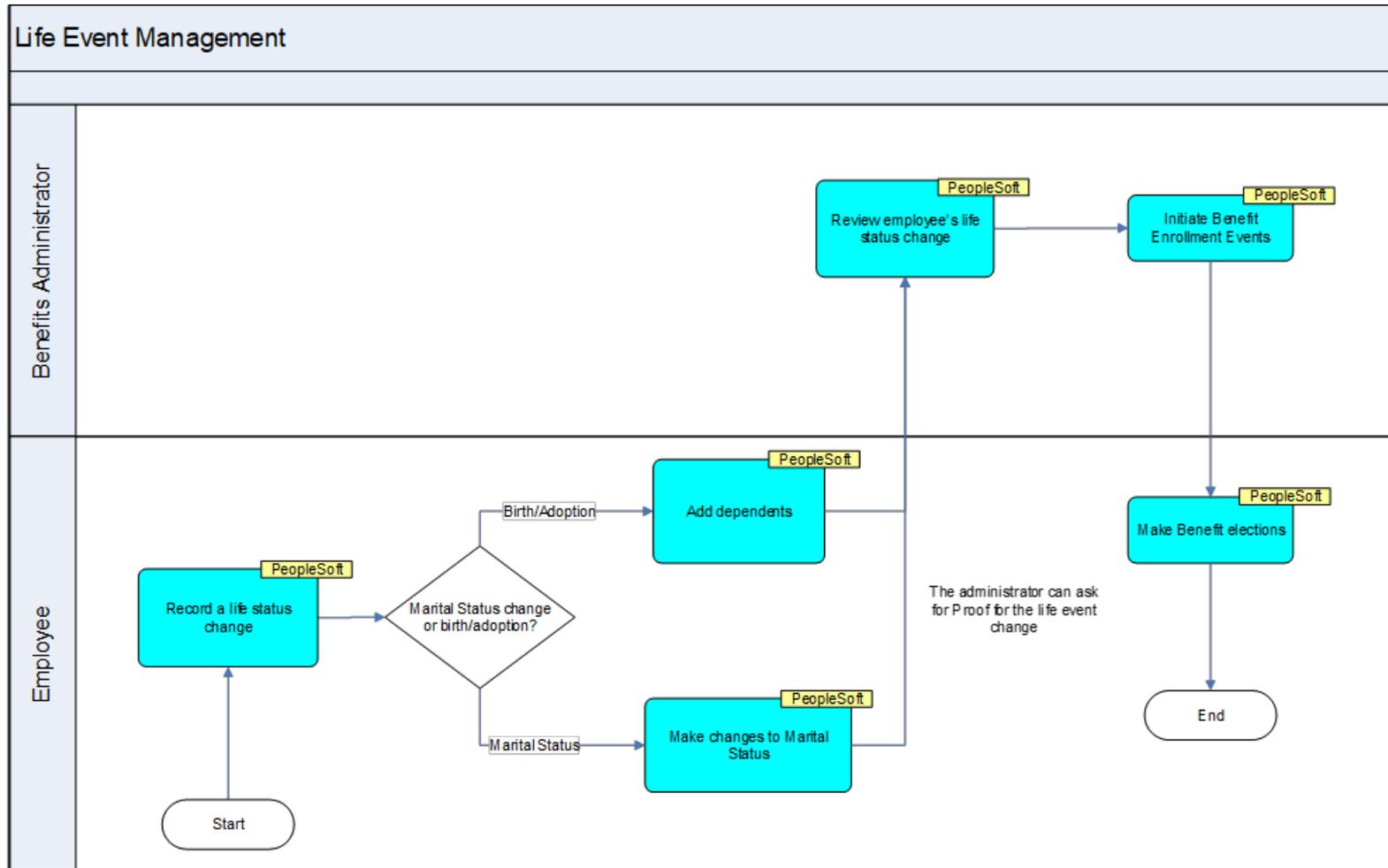
[As requested, we provide the following Benefits Administration Business Process Flows presented during the Onsite Demonstrations on the following pages:](#)

- [Open Enrollment](#)
- [Benefit Enrollment](#)
- [Administer Event Maintenance](#)
- [Life Event Management](#)



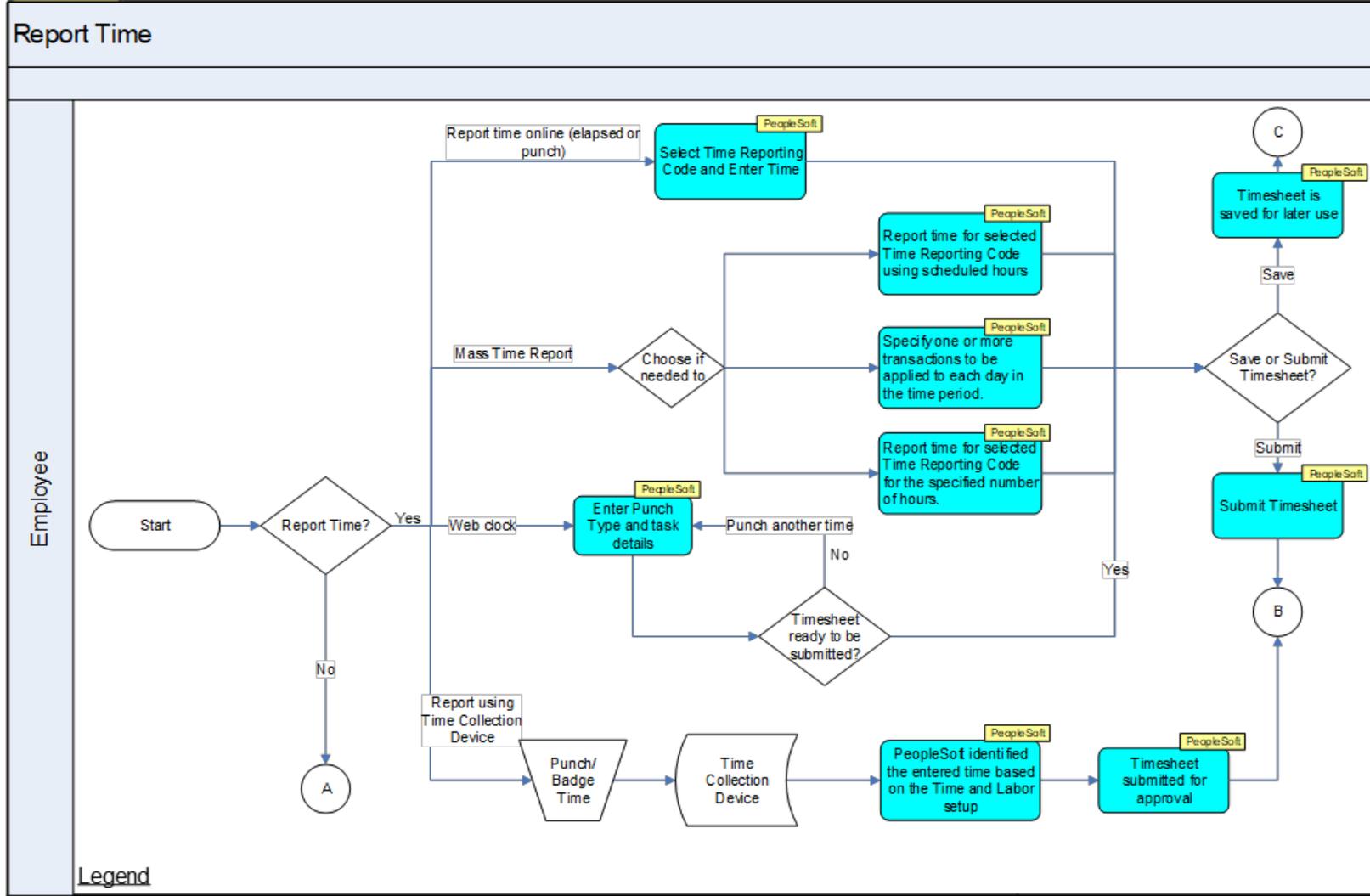


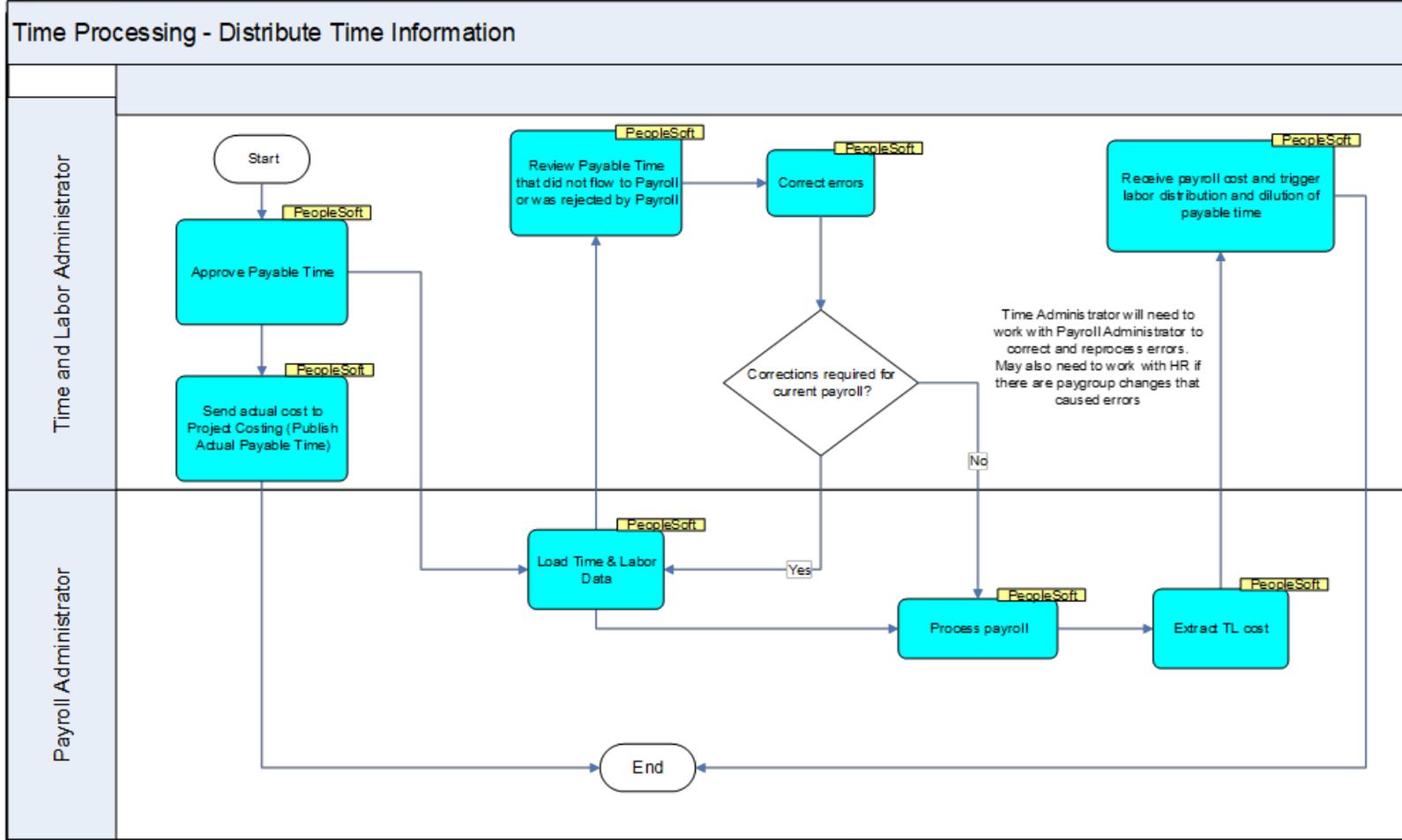


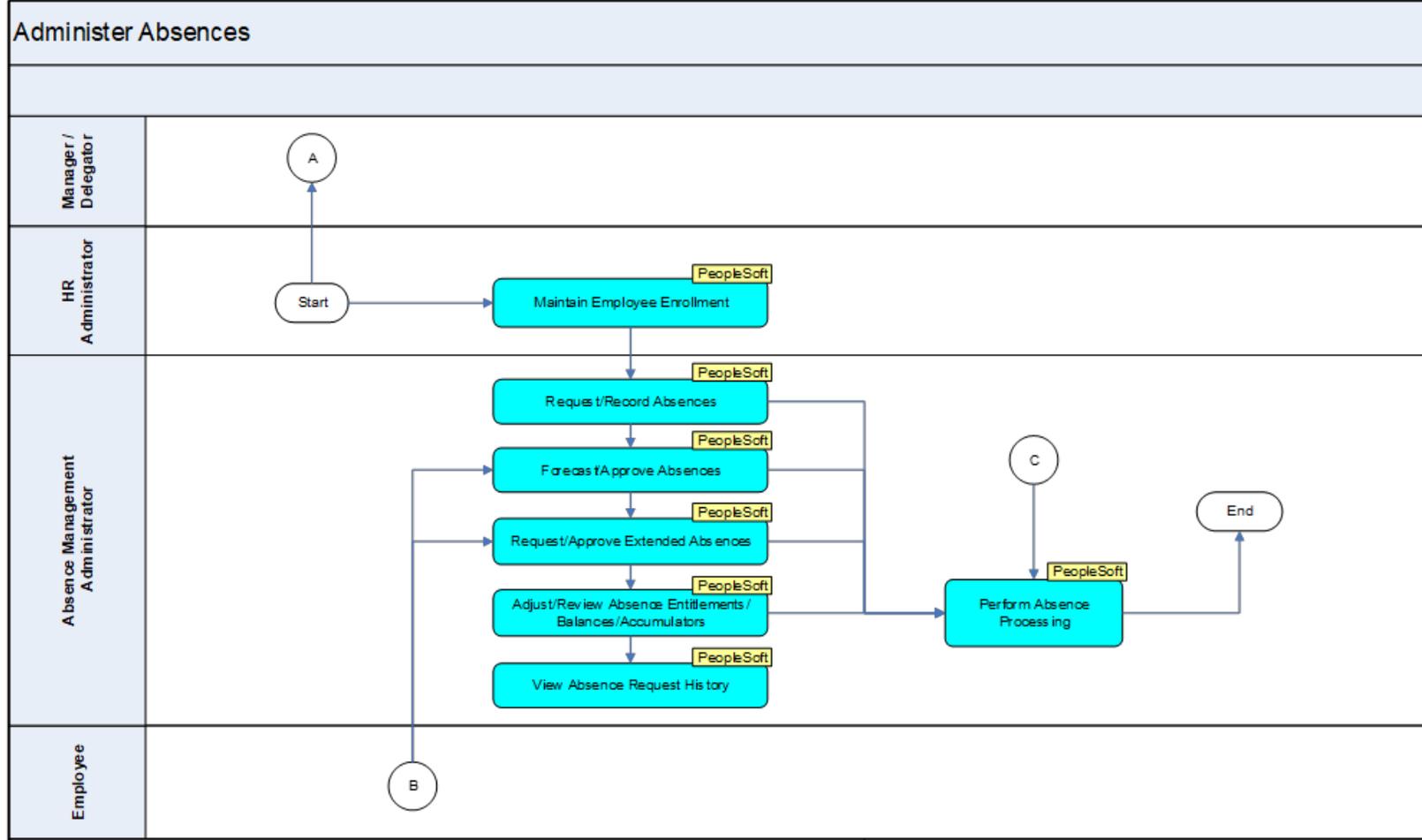


[As requested, we provide the following Time and Labor Business Process Flows presented during the Onsite Demonstrations on the following pages:](#)

- [Report Time](#)
- [Time Processing - Distribute Time Information](#)
- [Administer Absences](#)

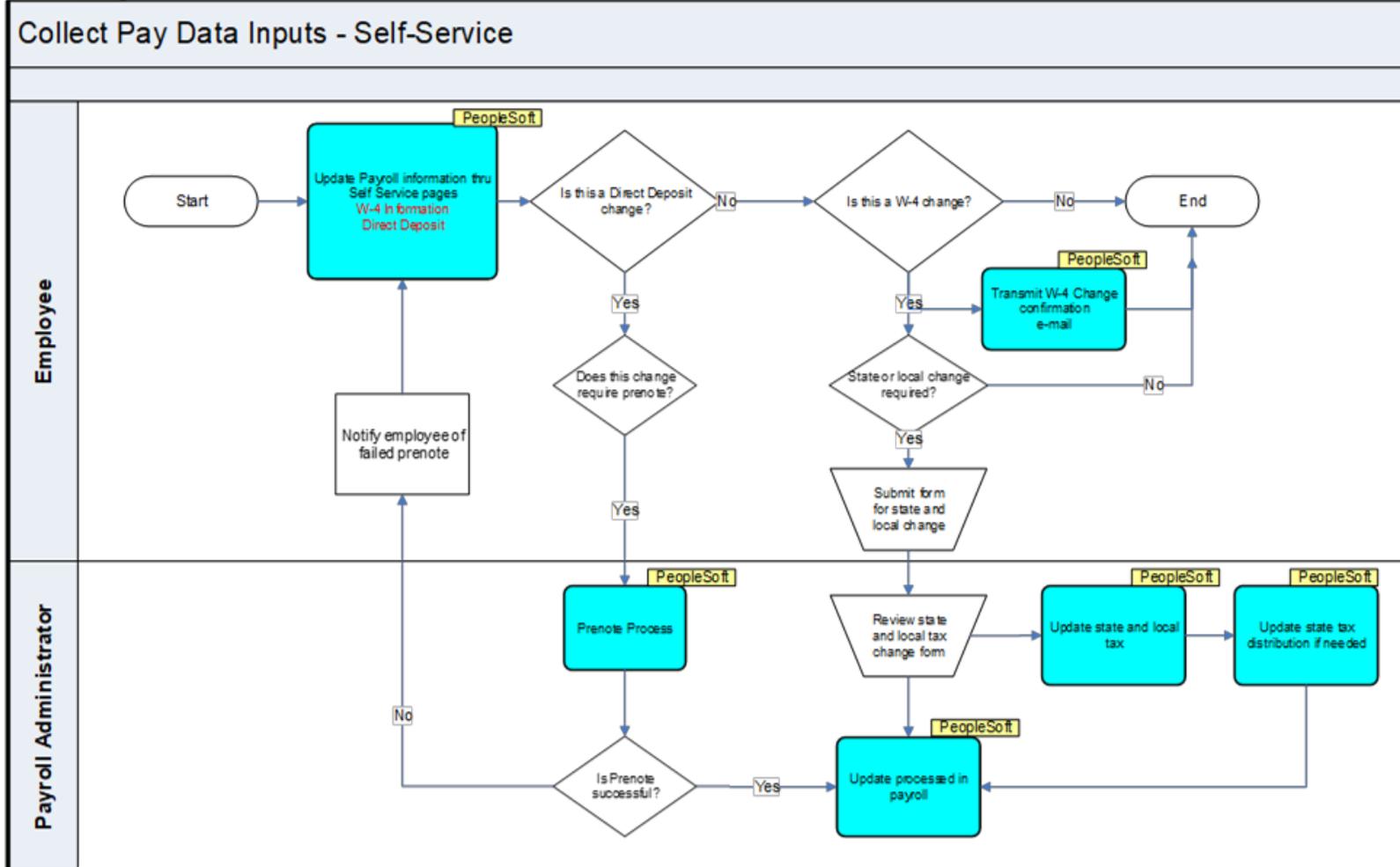




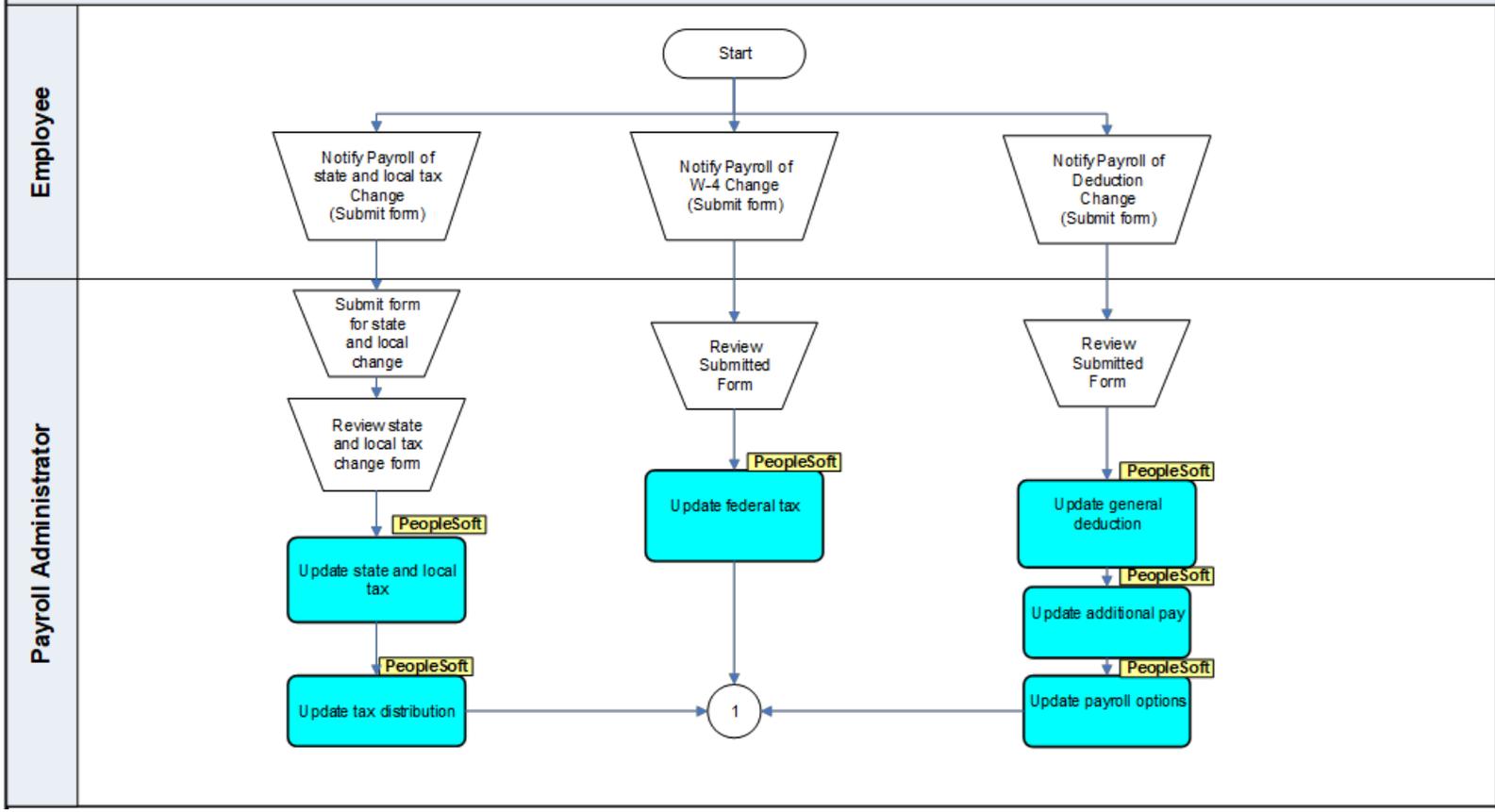


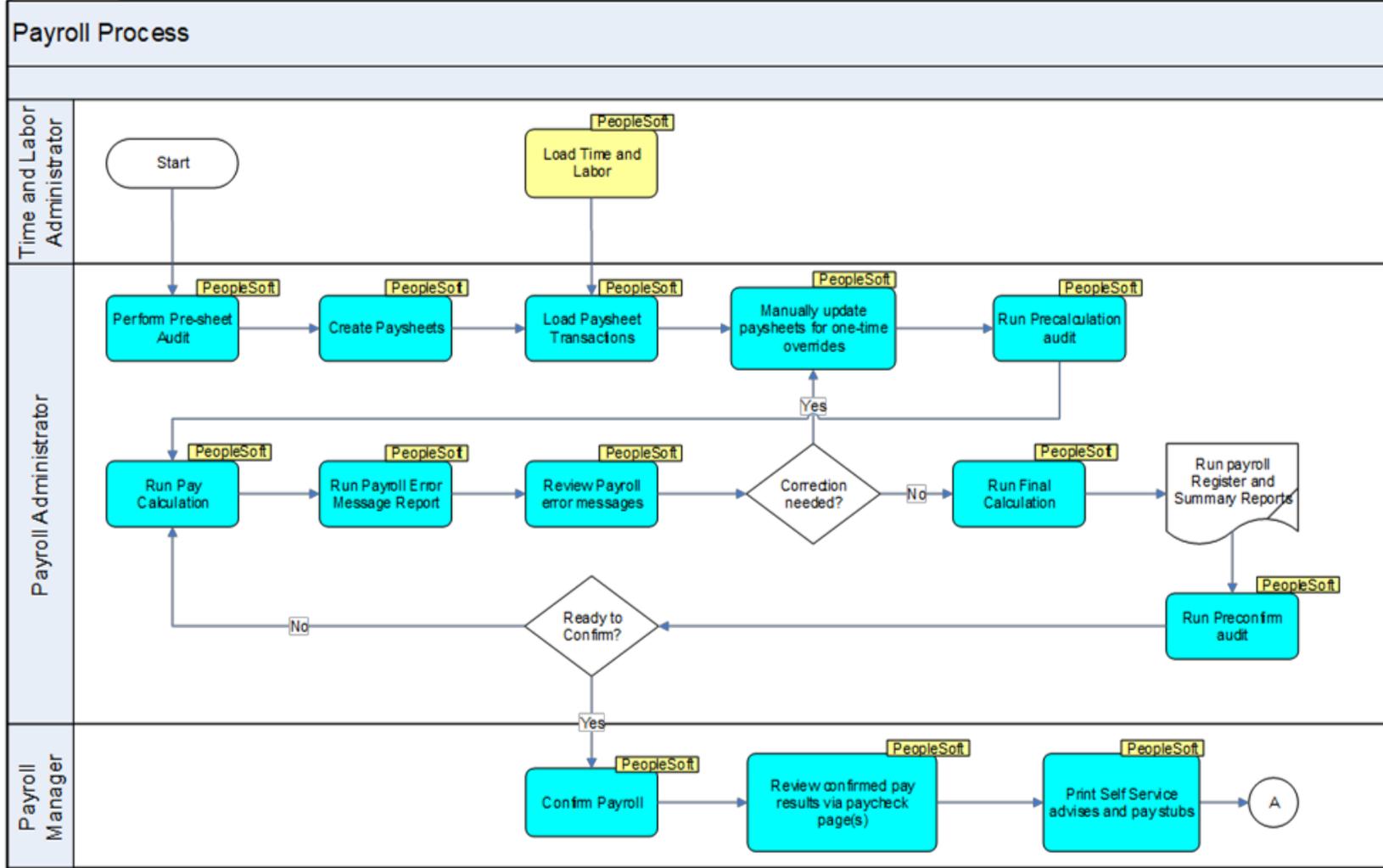
[As requested, we provide the following Payroll Business Process Flows presented during the Onsite Demonstrations on the following pages:](#)

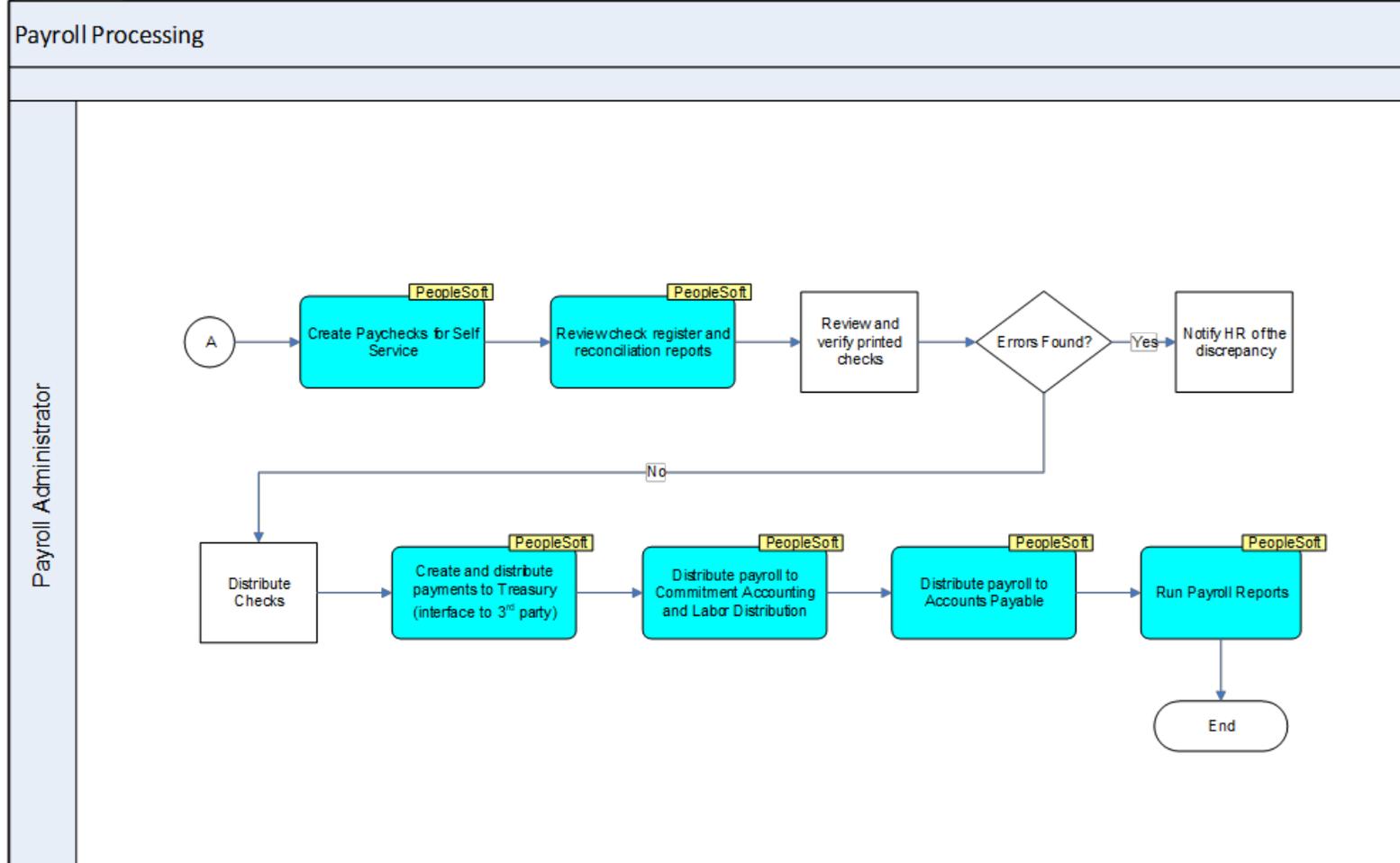
- [Collect Pay Data Inputs - Self-Service](#)
- [Collect Pay Data Inputs - Workforce Administration](#)
- [Payroll Process](#)
- [Payroll Processing](#)
- [Commitment Accounting](#)
- [Commitment Accounting for Labor Distribution](#)
- [Perform Distribution for AP Reports](#)
- [Payroll Processing - Perform Reconcile and Distribution for Bank Record](#)

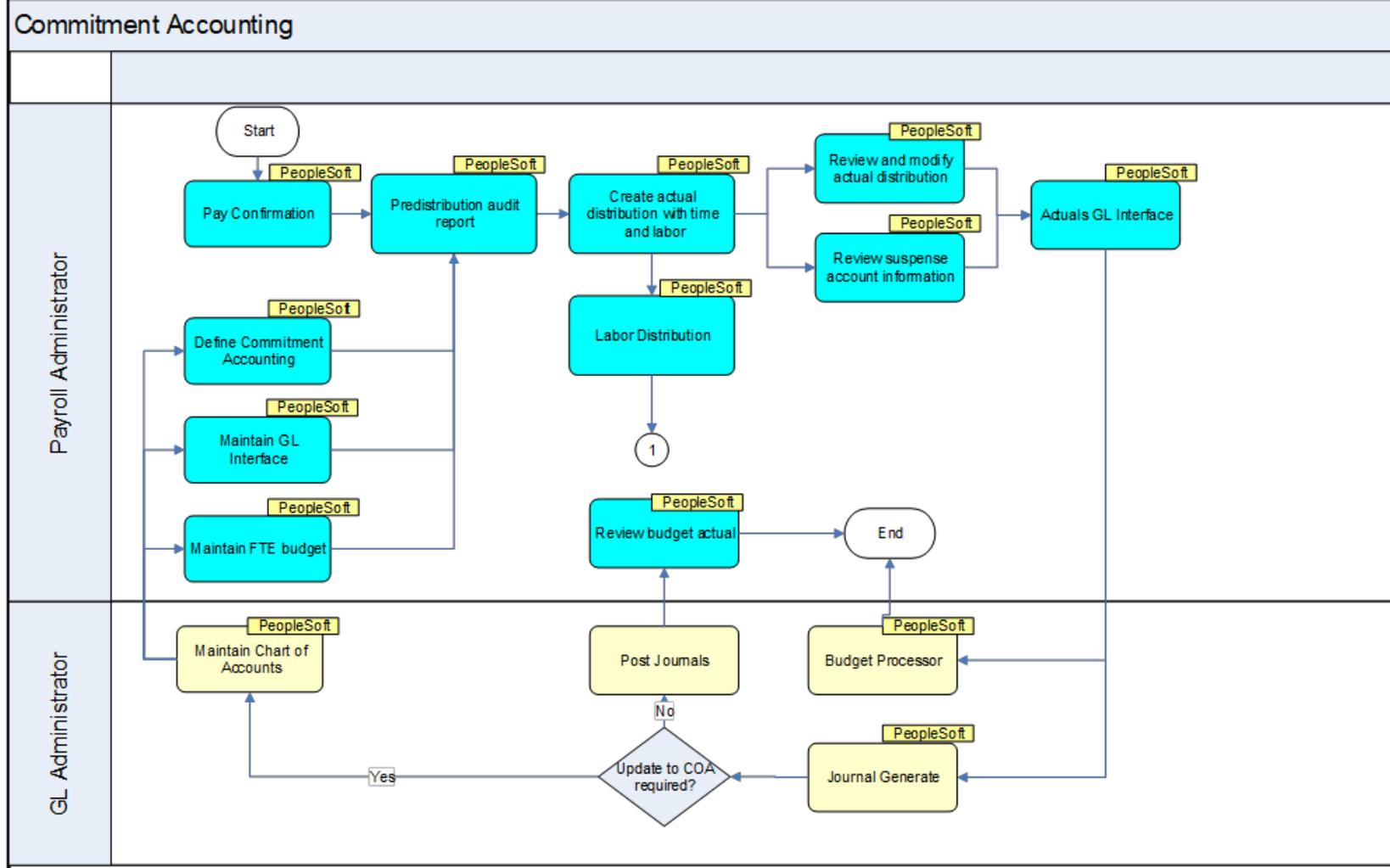


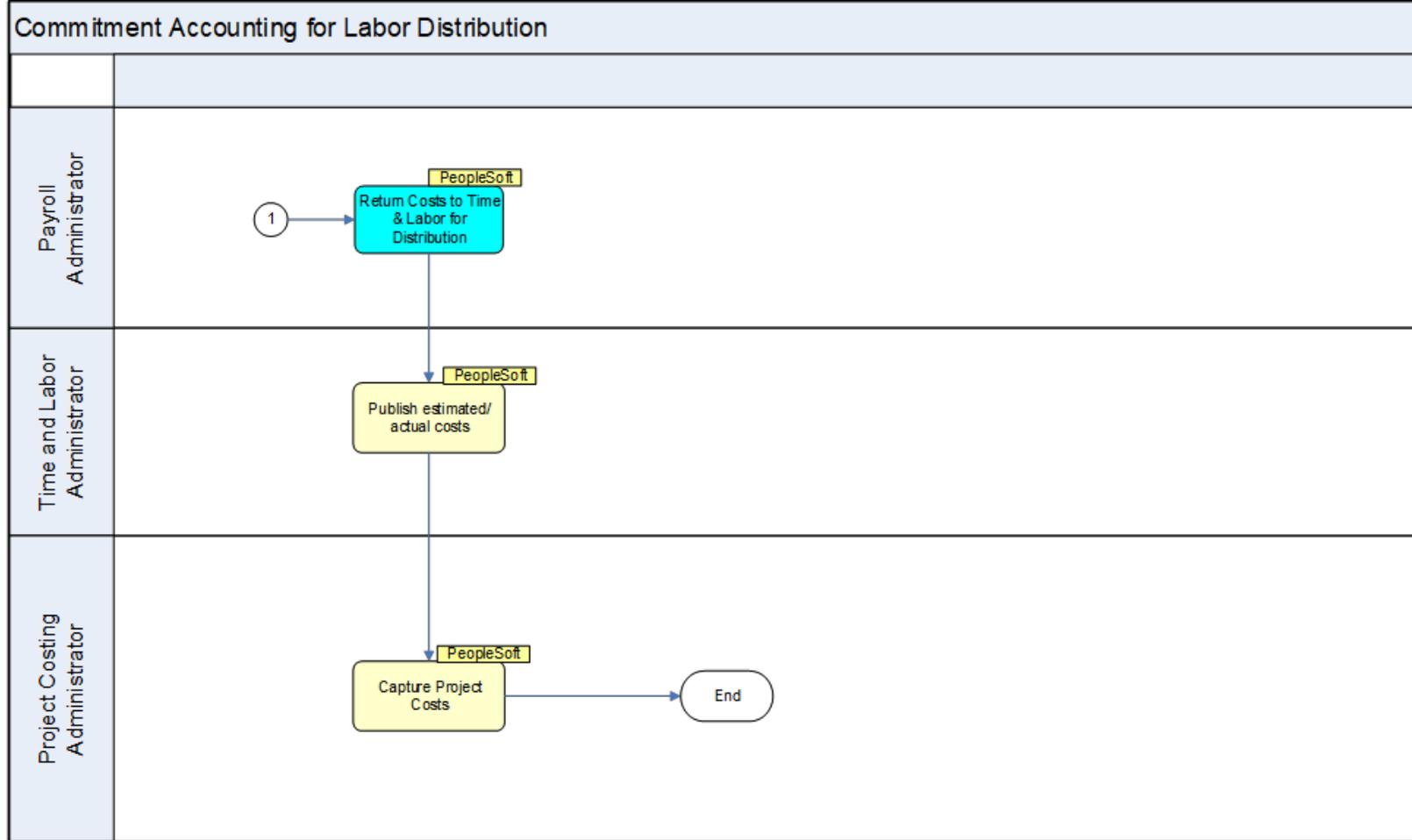
Collect Pay Data Inputs-Workforce Administration

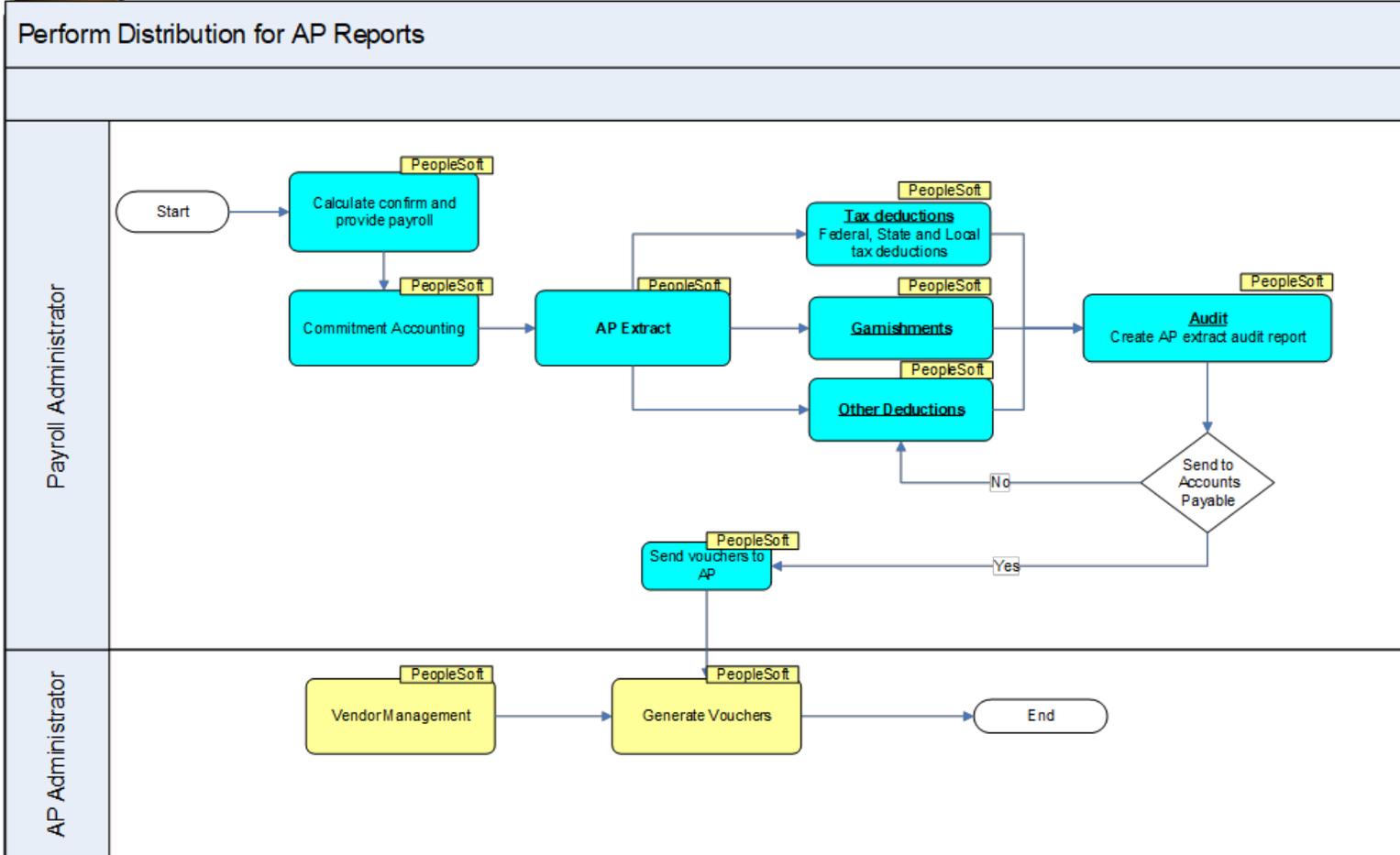


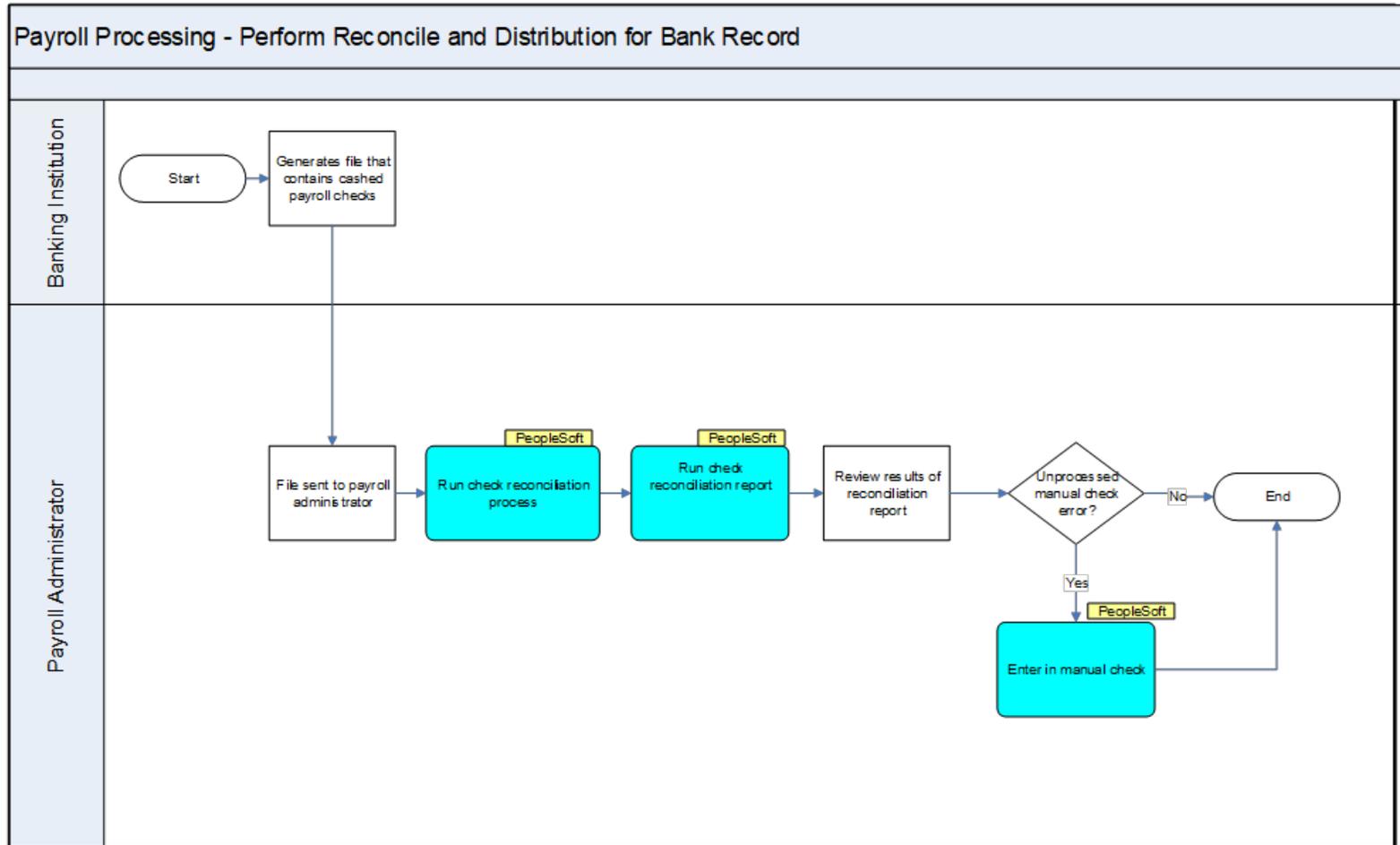












Data Safeguards for Client Data

These data safeguards (“Data Safeguards”) set forth the technical and organizational measures that Client and Accenture will follow with respect to maintaining the security of Client Data in connection with the Agreement in place between the Parties. In the event of a conflict between these Data Safeguards and any terms and conditions set forth in the Agreement, the terms and conditions of these Data Safeguards shall prevail.

To the extent the Client Data includes Personal Data, and taking into account the ongoing state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, the implementation of and compliance with these Data Safeguards and any additional security measures set out in the applicable SOW/description of Services are designed to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data.

I. Controlling Standards

- 1. Accenture Standards.** Accenture will maintain globally applicable policies, standards, and procedures intended to protect data within Accenture’s environments, and, except as otherwise set forth herein, will comply with such policies in connection with the provision of the Services. Such policies will govern and control within Accenture’s environments.

Examples of such policies include:

- System Security
- Security of Information and Acceptable Use of Systems
- Confidentiality
- Data Privacy
- Data Management

Client and its Affiliates will abide by Accenture’s policies and standards when accessing or operating within the Accenture’s environment, provided that those policies and standards have been provided or made available in writing.

- 2. Client Standards.** Client and its Affiliates will maintain globally applicable policies, standards, and procedures intended to protect data within Client’s and its Affiliates’ environments, and, except as otherwise set forth herein, will comply with such policies in connection with the receipt and use of the Services. Such policies will govern and control within Client’s and its Affiliates’ environments.

Examples of such policies include:

- System Security
- Security of Information and Acceptable Use of Systems
- Confidentiality
- Data Privacy
- Data Management

Accenture will abide by Client’s and its Affiliates’ policies and standards when accessing or operating within Client’s or its Affiliates’ environments, provided that those policies and standards have been provided or made available in writing.

II. Technical and Organizational Measures. Without limiting the generality of the foregoing, the Parties have implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Client Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction, as follows:

1. Organization of Information Security

- a) **Security Ownership.** Each Party will appoint one or more security officers responsible for coordinating and monitoring the security rules and procedures.
- b) **Security Roles and Responsibilities.** Each Party's personnel with access to Client Data will be subject to confidentiality obligations.
- c) **Risk Management Program.** Each Party will have a risk management program in place to identify, assess and take appropriate actions with respect to risks related to the processing of the Client Data in connection with the applicable Agreement in place between the Parties.

2. Asset Management

- a) **Asset Inventory.** Each Party will maintain an inventory of all media on which Client Data is stored. Access to the inventories of such media will be restricted to the Parties' personnel authorized in writing to have such access.
- b) **Data Handling.**
 - i. Each Party will classify Client Data to help identify such data and to allow for access to it to be appropriately restricted (e.g., through encryption).
 - ii. Each Party will limit printing of Client Data to what is minimally necessary to perform services and have procedures for disposing of printed materials that contain Client Data.
 - iii. Each Party will require its personnel to obtain appropriate authorization prior to storing Client Data on portable devices, remotely accessing Client Data, or processing Client Data outside the Parties' facilities.

3. Human Resources Security

- a) **Security Training.**
 - i. Each Party will inform its personnel about relevant security procedures and their respective roles. Each Party also will inform its personnel of possible consequences of breaching the security rules and procedures.
 - ii. Each Party will only use anonymous data in training.

4. Physical and Environmental Security

- a) **Physical Access to Facilities.** Each Party will only allow authorized individuals to access facilities where information systems that process Client Data are located.
- b) **Physical Access to Components.** Each Party will maintain records of the incoming and outgoing media containing Client Data, including the kind of media, the authorized sender/recipients, date and time, the number of media, and the types of Client Data they contain.
- c) **Protection from Disruptions.** Each Party will use a variety of industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) systems to protect against loss of data due to power supply failure or line interference.

- d) **Component Disposal.** Each Party will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) processes to delete Client Data when it is no longer needed.

5. Communications and Operations Management

- a) **Operational Policy.** Each Party will maintain security documents describing their security measures and the relevant procedures and responsibilities of their personnel who have access to Client Data.
- b) **Mobile Device Management (MDM).** Each Party will maintain a mobile device policy that:
 - i. Enforces device encryption;
 - ii. Protects and limits use of Client Data accessed or used on a mobile device; and
 - iii. Prohibits enrollment of mobile devices that have been “jail broken.”
- c) **Environments.** To the extent technically possible, the Parties will work together to limit the ability of Accenture personnel to access non-Client and non-Accenture environments from the Client systems.
- d) **Data Recovery Procedures**
 - i. Each Party will have specific data recovery procedures in place designed to enable the recovery of Client Data being maintained in its systems.
 - ii. Each Party will review its data recovery procedures at least annually.
 - iii. Each Party will log data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process.
- e) **Malicious Software.** Each Party will have anti-malware controls to help avoid malicious software gaining unauthorized access to Client Data, including malicious software originating from public networks.
- f) **Data Beyond Boundaries.**
 - i. Each Party will encrypt Client Data that is transmitted over public networks.
 - ii. Each Party will implement Multi-Factor Authentication for remote access over virtual private network (VPN).
 - iii. Each Party will protect Client Data in media leaving their facilities (e.g., through encryption).
- g) **Event Logging.**
 - i. Each Party will log the use of their respective data-processing systems.
 - ii. Each Party will log access and use of information systems containing Client Data, including at a minimum registering the access ID, time, and authorization granted or denied.

6. Access Control

- a) **Access Policy.** Each Party will maintain a record of security privileges of individuals having access to Client Data.

b) Access Authorization.

- i. Each Party will maintain and update a record of personnel authorized to access Client Data via that Party's systems.
- ii. When responsible for access provisioning, each Party will promptly provision authentication credentials.
- iii. Each Party will deactivate authentication credentials where such credentials have not been used for a period of time (such period of non-use not to exceed six months).
- iv. Each Party will deactivate authentication credentials upon notification that access is no longer needed (e.g. employee termination, project reassignment, etc.) within two business days.
- v. Each Party will identify those personnel who may grant, alter or cancel authorized access to data and resources.
- vi. Each Party will ensure that where more than one individual has access to systems containing Client Data, the individuals have unique identifiers/log-ins.

c) Least Privilege.

- i. Technical support personnel will only be permitted to have access to Client Data when needed.
- ii. Each Party will restrict access to Client Data to only those individuals who require such access to perform their job function.
- iii. Each Party will limit access to Client Data to only that data minimally necessary to perform the services.

d) Integrity and Confidentiality. Each Party will instruct its personnel to disable administrative sessions when leaving premises or when computers are otherwise left unattended.

e) Authentication.

- i. Each Party will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) practices to identify and authenticate users who attempt to access information systems.
- ii. Where authentication mechanisms are based on passwords, each Party will require that the passwords are renewed regularly.
- iii. Where authentication mechanisms are based on passwords, each Party will require the password to be at least eight characters long.
- iv. Each Party will ensure that de-activated or expired identifiers are not granted to other individuals.
- v. Each Party will monitor repeated attempts to gain access to information systems using an invalid password.
- vi. Each Party will maintain industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) procedures to deactivate passwords that have been corrupted or inadvertently disclosed.
- vii. Each Party will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) password protection practices, including practices

designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, as well as during storage.

- f) **Network Design.** Each Party will have controls to avoid individuals gaining unauthorized access to Client Data.

7. Patch Management

- a) Each Party will have a patch management procedure that deploys security patches for systems used to process Client Data that includes:
 - i. Defined time allowed to implement patches (not to exceed 90 days for all patches); and
 - ii. Established process to handle emergency patches in a shorter time frame.
- b) Each Party agrees that no software or hardware that is past its End of Life (EOL) will be used in the scope of services without a mutually agreed risk management process for such items.

8. Workstations

- a) Each Party will implement controls for all workstations it provides that are used in connection with service delivery/receipt incorporating the following:
 - i. Encrypted hard drive
 - ii. Software agent that manages overall compliance of workstation and reports a minimum on a monthly basis to a central server
 - iii. Patching process to ensure workstations are current on all required patches
 - iv. Ability to prevent certain types of software from being installed (e.g. peer-to-peer software)
 - v. Antivirus with a minimum weekly scan
 - vi. Firewalls installed
 - vii. Data Loss Prevention tool (subject to any legal requirements, e.g. Works Council)
 - viii. Web filtering

9. Information Security Breach Management

- a) **Security Breach Response Process.** Each Party will maintain a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the process for recovering data.
- b) **Service Monitoring.** Each Party's security personnel will review logs as part of their security breach response process to propose remediation efforts if necessary.

10. Business Continuity Management

- a) Each Party will maintain emergency and contingency plans for the facilities in which the Parties' information systems that process Client Data are located.
- b) Each Party's redundant storage and procedures for recovering data will be designed to reconstruct Client Data stored by a Party in its original state from before the time it was lost or destroyed.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended August 31, 2017
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT
OF 1934 for the transition period from to

Commission File Number: 001-34448

Accenture plc

(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction of
incorporation or organization)

98-0627530
(I.R.S. Employer Identification No.)

1 Grand Canal Square,
Grand Canal Harbour,
Dublin 2, Ireland
(Address of principal executive offices)

(353) (1) 646-2000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Class A ordinary shares, par value \$0.0000225 per share	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
Class X ordinary shares, par value \$0.0000225 per share
(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer <input checked="" type="checkbox"/>	Accelerated filer <input type="checkbox"/>	Non-accelerated filer <input type="checkbox"/>
Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>	(Do not check if a smaller reporting company)

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the common equity of the registrant held by non-affiliates of the registrant on February 28, 2017 was approximately \$75,959,847,390 based on the closing price of the registrant's Class A ordinary shares, par value \$0.0000225 per share, reported on the New York Stock Exchange on such date of \$122.50 per share and on the par value of the registrant's Class X ordinary shares, par value \$0.0000225 per share.

The number of shares of the registrant's Class A ordinary shares, par value \$0.0000225 per share, outstanding as of October 12, 2017 was 639,452,499 (which number includes 24,734,683 issued shares held by the registrant). The number of shares of the registrant's Class X ordinary shares, par value \$0.0000225 per share, outstanding as of October 12, 2017 was 20,506,404.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive proxy statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A relating to the registrant's Annual General Meeting of Shareholders, to be held on February 7, 2018, will be incorporated by reference in this Form 10-K in response to Items 10, 11, 12, 13 and 14 of Part III. The definitive proxy statement will be filed with the SEC not later than 120 days after the registrant's fiscal year ended August 31, 2017.

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PART I

Disclosure Regarding Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”) relating to our operations, results of operations and other matters that are based on our current expectations, estimates, assumptions and projections. Words such as “may,” “will,” “should,” “likely,” “anticipates,” “expects,” “intends,” “plans,” “projects,” “believes,” “estimates,” “positioned,” “outlook” and similar expressions are used to identify these forward-looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Forward-looking statements are based upon assumptions as to future events that may not prove to be accurate. Actual outcomes and results may differ materially from what is expressed or forecast in these forward-looking statements. Risks, uncertainties and other factors that might cause such differences, some of which could be material, include, but are not limited to, the factors discussed below under the section entitled “Risk Factors.” Our forward-looking statements speak only as of the date of this report or as of the date they are made, and we undertake no obligation to update them.

Available Information

Our website address is www.accenture.com. We use our website as a channel of distribution for company information. We make available free of charge on the Investor Relations section of our website (<http://investor.accenture.com>) our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to those reports as soon as reasonably practicable after such material is electronically filed with or furnished to the Securities and Exchange Commission (the “SEC”) pursuant to Section 13(a) or 15(d) of the Exchange Act. We also make available through our website other reports filed with or furnished to the SEC under the Exchange Act, including our proxy statements and reports filed by officers and directors under Section 16(a) of the Exchange Act, as well as our Code of Business Ethics. Financial and other material information regarding us is routinely posted on and accessible at <http://investor.accenture.com>. We do not intend for information contained in our website to be part of this Annual Report on Form 10-K.

Any materials we file with the SEC may be read and copied at the SEC’s Public Reference Room at 100 F Street, NE, Washington, DC, 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site (<http://www.sec.gov>) that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC.

In this Annual Report on Form 10-K, we use the terms “Accenture,” “we,” the “Company,” “our” and “us” to refer to Accenture plc and its subsidiaries. All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31.

ITEM 1. BUSINESS

Overview

Accenture is one of the world’s leading professional services companies with approximately 425,000 people serving clients in a broad range of industries and in three geographic regions: North America, Europe and Growth Markets (Asia Pacific, Latin America, Africa, the Middle East, Russia and Turkey). Our five operating groups, organized by industry, bring together expertise from across the organization in strategy, consulting, digital, technology including application services, and operations to deliver end-to-end services and solutions to clients. Digital-, cloud- and security-related services, which we refer to as “the New,” are increasingly important components of the services we provide. For fiscal 2017, our revenues before reimbursements (“net revenues”) were \$34.9 billion.

We operate globally with one common brand and business model, providing clients around the world with the same high level of service. Drawing on a combination of industry and functional expertise, technology and innovation capabilities, alliance relationships, and our global delivery resources, we seek to provide differentiated, innovative services that help our clients measurably improve their business performance and create sustainable value for their customers and stakeholders. Our global delivery capability enables us to assemble integrated teams to provide high-quality, cost-effective solutions to our clients.

In fiscal 2017, we continued to implement a strategy focused on industry and technology differentiation, increasingly taking an innovation-led approach to drive value for clients. We serve clients in locally relevant ways, leveraging our global organization as appropriate. As part of our growth strategy in fiscal 2017, we significantly increased our investments in strategic acquisitions—and also continued to invest in assets and offerings, in branding and thought leadership, and in attracting and developing talent—to further enhance our differentiation and competitiveness.

Operating Groups

Our five operating groups are Accenture’s reporting segments and primary market channel, organized around 13 industry groups that serve clients globally in more than 40 industries. Our industry focus gives us an understanding of industry evolution, business issues and applicable technologies, enabling us to deliver innovative solutions tailored to each client or, as appropriate, more standardized capabilities to multiple clients. The operating groups assemble integrated client engagement teams, which typically consist of industry experts, capability specialists and professionals with local market knowledge. The operating groups have primary responsibility for building and sustaining long-term client relationships; providing management and technology consulting services; orchestrating our expertise and working synergistically with the other parts of our business to sell and deliver the full range of our services and capabilities; ensuring client satisfaction; and achieving revenue and profitability objectives.

The following table shows the current organization of our five operating groups. We do not allocate total assets by operating group, although our operating groups do manage and control certain assets. For certain historical financial information regarding our operating groups (including certain asset information), as well as financial information by geography (including long-lived asset information), see Note 16 (Segment Reporting) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

Operating Groups and Industry Groups

Communications, Media & Technology	Financial Services	Health & Public Service	Products	Resources
<ul style="list-style-type: none"> • Communications & Media • High Tech • Software & Platforms 	<ul style="list-style-type: none"> • Banking & Capital Markets • Insurance 	<ul style="list-style-type: none"> • Health • Public Service 	<ul style="list-style-type: none"> • Consumer Goods, Retail & Travel Services • Industrial • Life Sciences 	<ul style="list-style-type: none"> • Chemicals & Natural Resources • Energy • Utilities

Communications, Media & Technology

Our Communications, Media & Technology operating group serves communications, media, high tech, software and platform companies. Professionals in this operating group help clients accelerate and deliver digital transformation, developing comprehensive, industry-specific solutions to seize new opportunities and enhance efficiencies and business results. Examples of our services include helping clients capture new growth by shifting to data-driven and platform-based models, optimizing their cost structures, increasing product and business model innovation, and differentiating and scaling digital experiences for their customers. Our Communications, Media & Technology operating group comprises the following industry groups:

- Our **Communications & Media** industry group serves most of the world’s leading wireline, wireless, broadcast, entertainment, print, publishing, cable and satellite communications service providers. This group represented approximately 54% of our Communications, Media & Technology operating group’s net revenues in fiscal 2017.
- Our **High Tech** industry group serves the enterprise technology, network equipment, semiconductor, consumer technology, aerospace & defense, and medical equipment industries. This group represented approximately 29% of our Communications, Media & Technology operating group’s net revenues in fiscal 2017.
- Our **Software & Platforms** industry group serves computer software and digital platform companies. This group represented approximately 17% of our Communications, Media & Technology operating group’s net revenues in fiscal 2017.

Financial Services

Our Financial Services operating group serves the banking, capital markets and insurance industries. Professionals in this operating group work with clients to address growth, cost and profitability pressures, industry consolidation, regulatory changes and the need to continually adapt to new digital technologies. We offer services designed to help our clients increase cost efficiency, grow their customer base, manage risk and transform their operations. Our Financial Services operating group comprises the following industry groups:

- Our **Banking & Capital Markets** industry group serves retail and commercial banks, mortgage lenders, payment providers, investment banks, wealth and asset management firms, broker/dealers, depositories, exchanges, clearing and settlement organizations, and other diversified financial enterprises. This group represented approximately 72% of our Financial Services operating group’s net revenues in fiscal 2017.
- Our **Insurance** industry group serves property and casualty insurers, life insurers, reinsurance firms and insurance brokers. This group represented approximately 28% of our Financial Services operating group’s net revenues in fiscal 2017.

Health & Public Service

Our Health & Public Service operating group serves healthcare payers and providers, as well as government departments and agencies, public service organizations, educational institutions and non-profit organizations around the world. The group's research-based insights and offerings, including consulting services and digital solutions, are designed to help clients deliver better social, economic and health outcomes to the people they serve. Our Health & Public Service operating group comprises the following industry groups:

- Our **Health** industry group works with healthcare providers, such as hospitals, public health systems, policy-making authorities, health insurers (payers), and industry organizations and associations around the world to improve the quality, accessibility and productivity of healthcare. This group represented approximately 39% of our Health & Public Service operating group's net revenues in fiscal 2017.
- Our **Public Service** industry group helps governments transform the way they deliver public services and engage with citizens. We work primarily with defense departments and military forces; public safety authorities, such as police forces and border management agencies; justice departments; human services agencies; educational institutions, such as universities; non-profit organizations; and postal, customs, revenue and tax agencies. Our work with clients in the U.S. federal government is delivered through Accenture Federal Services, a U.S. company and a wholly owned subsidiary of Accenture LLP. Our Public Service industry group represented approximately 61% of our Health & Public Service operating group's net revenues in fiscal 2017. Our work with clients in the U.S. federal government represented approximately 36% of our Health & Public Service operating group's net revenues in fiscal 2017.

Products

Our Products operating group serves a set of increasingly interconnected consumer-relevant industries. Our offerings are designed to help clients transform their organizations and increase their relevance in the digital world. We help clients enhance their performance in distribution and sales and marketing; in research and development and manufacturing; and in business functions such as finance, human resources, procurement and supply chain while leveraging technology. Our Products operating group comprises the following industry groups:

- Our **Consumer Goods, Retail & Travel Services** industry group serves food and beverage, household goods, personal care, tobacco, fashion/apparel, agribusiness and consumer health companies; supermarkets, hardline retailers, mass-merchandise discounters, department stores and specialty retailers; as well as airlines and hospitality and travel services companies. This group represented approximately 56% of our Products operating group's net revenues in fiscal 2017.
- Our **Industrial** industry group works with automotive manufacturers and suppliers; freight and logistics companies; industrial and electrical equipment, consumer durable and heavy equipment companies; and construction and infrastructure management companies. This group represented approximately 23% of our Products operating group's net revenues in fiscal 2017.
- Our **Life Sciences** industry group serves pharmaceutical, medical technology and biotechnology companies. This group represented approximately 21% of our Products operating group's net revenues in fiscal 2017.

Resources

Our Resources operating group serves the chemicals, energy, forest products, metals and mining, utilities and related industries. We work with clients to develop and execute innovative strategies, improve operations, manage complex change initiatives and integrate digital technologies designed to help them differentiate themselves in the marketplace, gain competitive advantage and manage their large-scale capital investments. Our Resources operating group comprises the following industry groups:

- Our **Chemicals & Natural Resources** industry group works with a wide range of industry segments, including petrochemicals, specialty chemicals, polymers and plastics, gases and agricultural chemicals, among others, as well as the metals, mining, forest products and building materials industries. This group represented approximately 27% of our Resources operating group's net revenues in fiscal 2017.
- Our **Energy** industry group serves a wide range of companies in the oil and gas industry, including upstream, downstream, oil services and new energy companies. This group represented approximately 26% of our Resources operating group's net revenues in fiscal 2017.
- Our **Utilities** industry group works with electric, gas and water utilities around the world. This group represented approximately 47% of our Resources operating group's net revenues in fiscal 2017.

Services and Solutions

Our operating groups bring together expertise from Accenture Strategy, Accenture Consulting, Accenture Digital, Accenture Technology and Accenture Operations to develop and deliver integrated services and solutions for our clients.

Accenture Strategy

Accenture Strategy helps clients achieve specific business outcomes and enhance shareholder value by defining and executing industry-specific strategies enabled by technology. We bring together our strategy capabilities in business and technology to help senior management teams shape and execute their transformation objectives, focusing on issues related to digital disruption, competitive agility, global operating models and the future workforce. We provide a range of strategy services focused on areas such as digital technologies; enterprise architecture and applications; CFO and enterprise value; IT; security; mergers and acquisitions; operations; advanced customer services; sustainability; and talent and organization.

Accenture Consulting

Accenture Consulting provides industry experts with the insights and management and technology consulting capabilities to transform the world's leading companies. Our consulting capabilities enable our clients to design and implement transformational change programs, either for one or more functions or business units, or across their entire organization. We provide industry-specific consulting services, as well as functional and technology consulting services. Our functional and technology consulting services include finance and enterprise performance; supply chain and operations; talent and organization; customers and channels; applications and architecture advisory; and technology advisory. We help our clients with the digital transformation of industries, enhancing our consulting services with digital, cloud, cybersecurity, artificial intelligence and blockchain capabilities.

Accenture Digital

Accenture Digital combines our capabilities in digital marketing, analytics and mobility to help clients unlock value by designing new experiences for customers and employees, embedding intelligence into their operations, creating new products and business models, and transforming their digital enterprise capabilities and connections. We provide digital services across three broad areas:

- **Accenture Interactive.** Our end-to-end marketing solutions help clients deliver seamless multi-channel customer experiences and enhance their marketing performance. Our services span customer experience design, digital marketing, personalization and commerce, as well as digital content production and operations.
- **Accenture Analytics.** We deliver insight-driven outcomes at scale to help clients improve performance. Our capabilities range from implementing analytics technologies such as big data to advanced mathematical modeling and sophisticated statistical analysis. Our services enhance business performance and productivity outcomes through advanced analytics, artificial intelligence and collaboration capabilities.
- **Accenture Mobility.** We provide clients with practical innovations in connectivity and the Internet of Things to transform business processes and enable new operating models. Our end-to-end mobility capabilities include collecting and exchanging valuable data through connected devices, mobile applications, embedded software and sensor technology.

Accenture Technology

Accenture Technology comprises two primary areas: technology services and technology innovation & ecosystem.

- **Technology Services.** Technology Services includes our application services spanning systems integration and application outsourcing and covering the full application lifecycle, from custom systems to all emerging technologies, across every leading technology platform (both traditional and cloud/software-as-a-service-based). It also includes our global delivery capability in Technology and portfolio of products and intelligent platforms. We continuously innovate new services, capabilities and platforms through early adoption of technologies such as artificial intelligence, machine learning and intelligent automation to enhance productivity and create new growth opportunities.
- **Technology Innovation & Ecosystem.** We harness innovation through the research and development activities in the Accenture Labs and through emerging technologies. We also develop and manage our alliance relationships across a broad range of technology providers, including Amazon Web Services, Apple, Google, Microsoft, Oracle, Pegasystems, salesforce.com, SAP, Workday and many others, to enhance the value that we and our clients realize from the technology ecosystem.

Accenture Operations

Accenture Operations provides business process services, infrastructure services, security services and cloud services. We operate infrastructure and business processes on behalf of clients, increasingly powered by data, artificial intelligence, analytics and digital technologies, on an as-a-service basis, to help improve their productivity, experience and performance.

- **Business Process Services.** We offer services for specific business functions, such as finance and accounting, procurement, marketing, human resources and learning, as well as industry-specific services, such as credit and health services. We provide these services on a global basis and across industry sectors through our global delivery capability.
- **Infrastructure and Cloud Services.** We provide design, implementation, migration and managed services for security and infrastructure to help organizations take advantage of innovative technologies and improve the efficiency and effectiveness of their existing technology. Our solutions help clients transform and optimize their IT infrastructures—whether on-premise, in the cloud, or a hybrid of the two.

Global Delivery Capability

A key differentiator is our global delivery capability, which allows us to draw on the benefits of using people and other resources from around the world—including scalable, standardized processes, methods and tools; automation and artificial intelligence; industry expertise and specialized capabilities; cost advantages; foreign language fluency; proximity to clients; and time zone advantages—to deliver high-quality solutions. Emphasizing quality, productivity, reduced risk, speed to market and predictability, our global delivery model supports all parts of our business to provide clients with price-competitive services and solutions.

Alliances

We have sales and delivery alliances with companies whose capabilities complement our own by, among other things, enhancing a service offering, delivering a new technology or helping us extend our services to new geographies. By combining our alliance partners' products and services with our own capabilities and expertise, we create innovative, high-value business solutions for our clients. Most of our alliances are non-exclusive. These alliances can generate significant revenues from services we provide to implement our alliance partners' products as well as revenue from the resale of their products.

Research and Innovation

We are committed to developing leading-edge ideas. Research and innovation, which is a component of our overall investment in our business, have been major factors in our success, and we believe they will help us continue to grow in the future. We use our investment in research and development—on which we spent \$704 million, \$643 million and \$626 million in fiscal 2017, 2016 and 2015, respectively—to help create, commercialize and disseminate innovative business strategies and technology solutions. We spend a significant portion of our research and development investment to develop market-ready solutions for our clients.

We view innovation as a source of competitive advantage. We seek to generate early insights into how knowledge can be harnessed to create innovative business solutions for our clients and to develop business strategies with significant value. Our innovation capabilities include research and thought leadership to identify market, technology and industry trends. Through Accenture Ventures, we partner with and invest in growth-stage companies that create innovative enterprise technologies. Accenture Labs incubate and prototype new concepts through applied research and development projects. In addition, our studios, innovation centers and delivery centers build and scale the delivery of our innovations.

Employees

As a talent-led organization, one of our key goals is to have the best talent, with highly specialized skills in each part of our business, at the right levels in the right locations, to enhance our differentiation and competitiveness. We are deeply committed to the career development of our employees, who receive significant and focused technical, functional, industry, managerial and leadership skill development and training appropriate for their roles and levels within the Company. We provide our people with expert content and opportunities to collaborate in a broad range of physical and virtual learning environments. We seek to reinforce our employees' commitments to our clients, culture and values through a comprehensive performance management and compensation system and a career philosophy that provides rewards based on individual and Company performance. With our commitment to inclusion and diversity, we strive to maintain a work environment that reinforces collaboration, motivation and innovation and is consistent with our core values and Code of Business Ethics.

As of August 31, 2017, we employed approximately 425,000 people and had offices and operations in more than 200 cities in 53 countries.

Competition

We operate in a highly competitive and rapidly changing global marketplace and compete with a variety of organizations that offer services and solutions competitive with those we offer. Our competitors include:

- large multinational providers, including the services arms of large global technology providers (hardware, equipment and software), that offer some or all of the services and solutions that we do;
- off-shore service providers in lower-cost locations, particularly in India, that offer services globally that are similar to the services and solutions we offer;
- accounting firms that provide consulting and other services and solutions in areas that compete with us;
- solution or service providers that compete with us in a specific geographic market, industry segment or service area, including digital and advertising agencies and emerging start-ups and other companies that can scale rapidly to focus on or disrupt certain markets and provide new or alternative products, services or delivery models; and
- in-house departments of large corporations that use their own resources, rather than engage an outside firm for the types of services and solutions we provide.

Our revenues are derived primarily from Fortune Global 500 and Fortune 1000 companies, medium-sized companies, governments, government agencies and other enterprises. We believe that the principal competitive factors in the industries in which we compete include:

- skills and capabilities of people;
- technical and industry expertise;
- innovative service and product offerings;
- ability to add business value and improve performance;
- reputation and client references;
- contractual terms, including competitive pricing;
- ability to deliver results reliably and on a timely basis;
- scope of services;
- service delivery approach;
- quality of services and solutions;
- availability of appropriate resources; and
- global reach and scale, including level of presence in key emerging markets.

Our clients typically retain us on a non-exclusive basis.

Intellectual Property

We provide value to our clients based in part on a differentiated range of proprietary inventions, methodologies, software, reusable knowledge capital and other intellectual property. We recognize the increasing value of intellectual property in the marketplace and create, harvest, and protect this intellectual property. We leverage patent, trade secret, copyright and trademark laws as well as contractual arrangements to protect our intellectual property. We have also established policies to respect the intellectual property rights of third parties, such as our clients, partners and others.

As of August 31, 2017, we had a portfolio of over 3,575 patents and over 2,450 patent applications pending worldwide.

To protect the Accenture brand, one of our most valuable assets, we rely on intellectual property laws and trademark registrations held around the world.

Trademarks appearing in this report are the trademarks or registered trademarks of Accenture Global Services Ltd., Accenture Global Solutions Ltd., or third parties, as applicable.

Organizational Structure

Accenture plc is an Irish public limited company with no material assets other than ordinary and deferred shares in its subsidiary, Accenture Holdings plc, an Irish public limited company. Accenture plc owns a majority voting interest in Accenture Holdings plc, and Accenture plc's only business is to hold these shares. As a result, Accenture plc controls Accenture Holdings plc's management and operations and consolidates Accenture Holdings plc's results in its Consolidated Financial Statements. We operate our business through subsidiaries of Accenture Holdings plc. Accenture Holdings plc generally reimburses Accenture plc for its expenses but does not pay Accenture plc any fees.

History

Prior to our transition to a corporate structure in fiscal 2001, we operated as a series of related partnerships and corporations under the control of our partners. In connection with our transition to a corporate structure, our partners generally exchanged all of their interests in these partnerships and corporations for Accenture Ltd Class A common shares or, in the case of partners in certain countries, Class I common shares of Accenture SCA, a Luxembourg partnership limited by shares and direct subsidiary of Accenture Ltd ("Accenture SCA"), or exchangeable shares issued by Accenture Canada Holdings Inc., an indirect subsidiary of Accenture SCA. Generally, partners who received Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares also received a corresponding number of Accenture Ltd Class X common shares, which entitled their holders to vote at Accenture Ltd shareholder meetings but did not carry any economic rights. The combination of the Accenture Ltd Class X common shares and the Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares gave these partners substantially similar economic and governance rights as holders of Accenture Ltd Class A common shares.

On June 10, 2009, Accenture plc was incorporated in Ireland, as a public limited company, in order to effect moving the place of incorporation of our parent holding company from Bermuda to Ireland. This transaction was completed on September 1, 2009, at which time Accenture Ltd, our predecessor holding company, became a wholly owned subsidiary of Accenture plc and Accenture plc became our parent holding company. Accenture Ltd was dissolved on December 29, 2009.

On April 10, 2015, Accenture Holdings plc was incorporated in Ireland, as a public limited company, in order to further consolidate Accenture's presence in Ireland. On August 26, 2015, Accenture SCA merged with and into Accenture Holdings plc, with Accenture Holdings plc as the surviving entity. This merger was a transaction between entities under common control and had no effect on the Company's Consolidated Financial Statements.

All references to Accenture Holdings plc included in this report with respect to periods prior to August 26, 2015 reflect the activity and/or balances of Accenture SCA (the predecessor of Accenture Holdings plc). The Consolidated Financial Statements reflect the ownership interests in Accenture Holdings plc and Accenture Canada Holdings Inc. held by certain current and former members of Accenture Leadership as noncontrolling interests. "Accenture Leadership" is comprised of members of our global management committee (the Company's primary management and leadership team, which consists of approximately 20 of our most senior leaders), senior managing directors and managing directors. The noncontrolling ownership interests percentage was 4% as of August 31, 2017.

Accenture plc Class A and Class X Ordinary Shares

Each Class A ordinary share and each Class X ordinary share of Accenture plc entitles its holder to one vote on all matters submitted to a vote of shareholders of Accenture plc. A Class X ordinary share does not, however, entitle its holder to receive dividends or to receive payments upon a liquidation of Accenture plc. As described above under "—History," Class X ordinary shares generally provide the holders of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares with a vote at Accenture plc shareholder meetings that is equivalent to the voting rights held by Accenture plc Class A ordinary shareholders, while their economic rights consist of interests in Accenture Holdings plc ordinary shares or in Accenture Canada Holdings Inc. exchangeable shares.

Under its memorandum and articles of association, Accenture plc may redeem, at its option, any Class X ordinary share for a redemption price equal to the nominal value of the Class X ordinary share, or \$0.0000225 per share. Accenture plc, as successor to Accenture Ltd, has separately agreed with the original holders of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares not to redeem any Class X ordinary share of such holder if the redemption would reduce the number of Class X ordinary shares held by that holder to a number that is less than the number of Accenture Holdings plc ordinary shares or Accenture Canada Holdings Inc. exchangeable shares owned by that holder. Accenture plc will redeem Class X ordinary shares upon the redemption or exchange of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares so that the aggregate number of Class X ordinary shares outstanding at any time does not exceed the aggregate number

of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares outstanding. Class X ordinary shares are not transferable without the consent of Accenture plc.

A transfer of Accenture plc Class A ordinary shares effected by transfer of a book-entry interest in The Depository Trust Company will not be subject to Irish stamp duty. Other transfers of Accenture plc Class A ordinary shares may be subject to Irish stamp duty (currently at the rate of 1% of the price paid or the market value of the Class A ordinary shares acquired, if higher) payable by the buyer.

Accenture Holdings plc Ordinary and Deferred Shares

Only Accenture plc, Accenture Holdings plc, Accenture International S.à.r.l. and certain current and former members of Accenture Leadership and their permitted transferees hold Accenture Holdings plc ordinary shares. Each ordinary share entitles its holder to one vote on all matters submitted to the shareholders of Accenture Holdings plc and entitles its holder to dividends and liquidation payments. As of October 12, 2017, Accenture plc holds a voting interest of approximately 96% of the aggregate outstanding Accenture Holdings plc ordinary shares entitled to vote, with the remaining 4% of the voting interest held by certain current and former members of Accenture Leadership and their permitted transferees.

Only Accenture plc beneficially holds Accenture Holdings plc deferred shares. The deferred shares were issued solely to ensure that Accenture Holdings plc satisfies Irish law minimum share capital requirements for public limited companies at all times and carry no voting rights or income rights and have only limited rights on a return of capital equal to the nominal value of those shares.

Holders of ordinary shares of Accenture Holdings plc have the ability, subject to the restrictions on redemption contained in Accenture Holdings plc's articles of association and the Companies Act 2014 of Ireland (the "Companies Act") and any contractual restrictions on redemption that may be applicable to a holder, to require that Accenture Holdings plc redeem all or a portion of such holder's ordinary shares of Accenture Holdings plc. In that case, Accenture Holdings plc is obligated, subject to the availability of distributable reserves, to redeem any such ordinary shares of Accenture Holdings plc. The redemption price per share generally equals the average of the high and low sale prices of a Class A ordinary share of Accenture plc as reported on the New York Stock Exchange on the trading day on which Accenture Holdings plc receives an irrevocable notice of redemption from a holder of ordinary shares of Accenture Holdings plc if received prior to close of trading for that day, or on the following trading day if Accenture Holdings plc receives the irrevocable notice of redemption later than the close of trading on that day. Accenture Holdings plc may, at its option, pay the redemption price in cash or by instructing Accenture plc to deliver Class A ordinary shares on a one-for-one basis, subject to adjustment for dividends and share splits. In order to maintain Accenture plc's economic interest in Accenture Holdings plc, Accenture plc generally will acquire additional Accenture Holdings plc ordinary shares each time additional Accenture plc Class A ordinary shares are issued.

Except in the case of a redemption of Accenture Holdings plc ordinary shares or a transfer of Accenture Holdings plc ordinary shares to Accenture plc or one of its subsidiaries, Accenture Holdings plc's articles of association provide that Accenture Holdings plc ordinary shares may be transferred only with the consent of the Board of Directors of Accenture Holdings plc. In addition, all holders of ordinary shares (except Accenture plc) are precluded from having their shares redeemed by Accenture Holdings plc or transferred to Accenture Holdings plc, Accenture plc or a subsidiary of Accenture plc at any time or during any period when Accenture Holdings plc determines, based on the advice of counsel, that there is material non-public information that may affect the average price per share of Accenture plc Class A ordinary shares, if the redemption would be prohibited by applicable law or regulation, or during the period from the announcement of a tender offer by Accenture Holdings plc or its affiliates for Accenture Holdings plc ordinary shares, or any securities convertible into, or exchangeable or exercisable for, ordinary shares, until the expiration of ten business days after the termination of the tender offer (other than to tender the holder's Accenture Holdings plc ordinary shares in the tender offer).

Accenture Canada Holdings Inc. Exchangeable Shares

Holders of Accenture Canada Holdings Inc. exchangeable shares may exchange their shares for Accenture plc Class A ordinary shares at any time on a one-for-one basis. Accenture may, at its option, satisfy this exchange with cash at a price per share generally equal to the market price of an Accenture plc Class A ordinary share at the time of the exchange. Each exchangeable share of Accenture Canada Holdings Inc. entitles its holder to receive distributions equal to any distributions to which an Accenture plc Class A ordinary share entitles its holder. The exchange of all of the outstanding Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares would not have a material impact on the equity ownership position of Accenture or the other shareholders of Accenture Holdings plc.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this report, you should carefully consider the following factors which could materially adversely affect our business, financial condition, results of operations (including revenues and profitability) and/or stock price. Our business is also subject to general risks and uncertainties that may broadly affect companies, including us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also could materially adversely affect our business, financial condition, results of operations and/or stock price.

Our results of operations could be adversely affected by volatile, negative or uncertain economic and political conditions and the effects of these conditions on our clients' businesses and levels of business activity.

Global macroeconomic and geopolitical conditions affect our clients' businesses and the markets they serve. Volatile, negative or uncertain economic and political conditions in our significant markets have undermined and could in the future undermine business confidence in our significant markets or in other markets, which are increasingly interdependent, and cause our clients to reduce or defer their spending on new initiatives and technologies, or may result in clients reducing, delaying or eliminating spending under existing contracts with us, which would negatively affect our business. Growth in the markets we serve could be at a slow rate, or could stagnate or contract, in each case, for an extended period of time. Differing economic conditions and patterns of economic growth and contraction in the geographical regions in which we operate and the industries we serve have affected and may in the future affect demand for our services and solutions. Because we operate globally and have significant businesses in many markets, an economic slowdown in any of those markets could adversely affect our results of operations.

Ongoing economic and political volatility and uncertainty and changing demand patterns affect our business in a number of other ways, including making it more difficult to accurately forecast client demand and effectively build our revenue and resource plans, particularly in consulting. Economic and political volatility and uncertainty is particularly challenging because it may take some time for the effects and changes in demand patterns resulting from these and other factors to manifest themselves in our business and results of operations. Changing demand patterns from economic and political volatility and uncertainty could have a significant negative impact on our results of operations.

Our business depends on generating and maintaining ongoing, profitable client demand for our services and solutions, including through the adaptation and expansion of our services and solutions in response to ongoing changes in technology and offerings, and a significant reduction in such demand or an inability to respond to the evolving technological environment could materially affect our results of operations.

Our revenue and profitability depend on the demand for our services and solutions with favorable margins, which could be negatively affected by numerous factors, many of which are beyond our control and unrelated to our work product. As described above, volatile, negative or uncertain global economic and political conditions and lower growth in the markets we serve have adversely affected and could in the future adversely affect client demand for our services and solutions. Our success depends, in part, on our ability to continue to develop and implement services and solutions that anticipate and respond to rapid and continuing changes in technology and offerings to serve the evolving needs of our clients. Examples of areas of significant change include digital-, cloud- and security-related offerings, which are continually evolving, as well as developments in areas such as artificial intelligence, augmented reality, automation, blockchain, Internet of Things, quantum computing and as-a-service solutions. Technological developments may materially affect the cost and use of technology by our clients and, in the case of as-a-service solutions, could affect the nature of how we generate revenue. Some of these technologies have reduced and replaced some of our historical services and solutions and may continue to do so in the future. This has caused, and may in the future cause, clients to delay spending under existing contracts and engagements and to delay entering into new contracts while they evaluate new technologies. Such delays can negatively impact our results of operations if the pace and level of spending on new technologies is not sufficient to make up any shortfall.

Developments in the industries we serve, which may be rapid, also could shift demand to new services and solutions. If, as a result of new technologies or changes in the industries we serve, our clients demand new services and solutions, we may be less competitive in these new areas or need to make significant investment to meet that demand. Our growth strategy focuses on responding to these types of developments by driving innovation that will enable us to expand our business into new growth areas. If we do not sufficiently invest in new technology and adapt to industry developments, or evolve and expand our business at sufficient speed and scale, or if we do not make the right strategic investments to respond to these developments and successfully drive innovation, our services and solutions, our results of operations, and our ability to develop and maintain a competitive advantage and to execute on our growth strategy could be negatively affected.

We operate in a rapidly evolving environment in which there currently are, and we expect will continue to be, new technology entrants. New services or technologies offered by competitors or new entrants may make our offerings less differentiated or less competitive when compared to other alternatives, which may adversely affect our results of operations. In addition, companies in the industries we serve sometimes seek to achieve economies of scale and other synergies by combining with or acquiring other companies. If one of our current clients merges or consolidates with a company that relies on another provider for the services and solutions we offer, we may lose work from that client or lose the opportunity to gain additional work if we are not successful in generating new opportunities from the merger or consolidation. At any given time in a particular industry or geography, one or a small number of clients could contribute a significant portion of our revenues, and any decision by such a client to delay, reduce, or eliminate spending on our services and solutions could have a disproportionate impact on the results of operations in the relevant industry and/or geography.

Many of our consulting contracts are less than 12 months in duration, and these contracts typically permit a client to terminate the agreement with as little as 30 days' notice. Longer-term, larger and more complex contracts, such as the majority of our outsourcing contracts, generally require a longer notice period for termination and often include an early termination charge to be paid to us, but this charge might not be sufficient to cover our costs or make up for anticipated ongoing revenues and profits lost upon termination of the contract. Many of our contracts allow clients to terminate, delay, reduce or eliminate spending on the services and solutions we provide. Additionally, a client could choose not to retain us for additional stages of a project, try to renegotiate the terms of its contract or cancel or delay additional planned work. When contracts are terminated or not renewed, we lose the anticipated revenues, and it may take significant time to replace the level of revenues lost. Consequently, our results of operations in subsequent periods could be materially lower than expected. The specific business or financial condition of a client, changes in management and changes in a client's strategy are also all factors that can result in terminations, cancellations or delays.

If we are unable to keep our supply of skills and resources in balance with client demand around the world and attract and retain professionals with strong leadership skills, our business, the utilization rate of our professionals and our results of operations may be materially adversely affected.

Our success is dependent, in large part, on our ability to keep our supply of skills and resources in balance with client demand around the world and our ability to attract and retain personnel with the knowledge and skills to lead our business globally. Experienced personnel in our industry are in high demand, and competition for talent is intense. We must hire or retrain, retain, and motivate appropriate numbers of talented people with diverse skills in order to serve clients across the globe, respond quickly to rapid and ongoing technology, industry and macroeconomic developments and grow and manage our business. For example, if we are unable to hire or continually train our employees to keep pace with the rapid and continuing changes in technology and the industries we serve or changes in the types of services and solutions clients are demanding, we may not be able to develop and deliver new services and solutions to fulfill client demand. There is intense competition for scarce talent with skills in new technologies, and we may be unable to cost-effectively hire new employees with these skills, which may cause us to incur increased costs. As we expand our services and solutions, we must also hire and retain an increasing number of professionals with different skills and professional expectations than those of the professionals we have historically hired and retained. Additionally, if we are unable to successfully integrate, motivate and retain these professionals, our ability to continue to secure work in those industries and for our services and solutions may suffer.

We are particularly dependent on retaining members of Accenture Leadership and other experienced managers, and if we are unable to do so, our ability to develop new business and effectively manage our current contracts and client relationships could be jeopardized. We depend on identifying, developing and retaining key employees to provide leadership and direction for our businesses. This includes developing talent and leadership capabilities in emerging markets, where the depth of skilled employees is often limited and competition for these resources is intense. Our ability to expand geographically depends, in large part, on our ability to attract, retain and integrate both leaders for the local business and people with the appropriate skills.

Similarly, our profitability depends on our ability to effectively utilize personnel with the right mix of skills and experience to perform services for our clients, including our ability to transition employees to new assignments on a timely basis. If we are unable to effectively deploy our employees globally on a timely basis to fulfill the needs of our clients, our profitability could suffer. If the utilization rate of our professionals is too high, it could have an adverse effect on employee engagement and attrition, the quality of the work performed as well as our ability to staff projects. If our utilization rate is too low, our profitability and the engagement of our employees could suffer. The costs associated with recruiting and training employees are significant. An important element of our global business model is the deployment of our employees around the world, which allows us to move talent as needed. Therefore, if we are not able to deploy the talent we need because of increased regulation of immigration or work visas, including limitations placed on the number of visas granted, limitations on the type of work performed or location in which the work can be

performed, and new or higher minimum salary requirements, it could be more difficult to staff our employees on client engagements and could increase our costs.

Our equity-based incentive compensation plans are designed to reward high-performing personnel for their contributions and provide incentives for them to remain with us. If the anticipated value of such incentives does not materialize because of volatility or lack of positive performance in our stock price, or if our total compensation package is not viewed as being competitive, our ability to attract and retain the personnel we need could be adversely affected. In addition, if we do not obtain the shareholder approval needed to continue granting equity awards under our share plans in the amounts we believe are necessary, our ability to attract and retain personnel could be negatively affected.

There is a risk that at certain points in time, and in certain geographical regions, we will find it difficult to hire and retain a sufficient number of employees with the skills or backgrounds to meet current and/or future demand. In these cases, we might need to redeploy existing personnel or increase our reliance on subcontractors to fill certain labor needs, and if not done effectively, our profitability could be negatively impacted. Additionally, if demand for our services and solutions were to escalate at a high rate, we may need to adjust our compensation practices, which could put upward pressure on our costs and adversely affect our profitability if we are unable to recover these increased costs. At certain times, however, we may also have more personnel than we need in certain skill sets or geographies or at compensation levels that are not aligned with skill sets. In these situations, we have engaged, and may in the future engage, in actions to rebalance our resources, including through reduced levels of new hiring and increased involuntary terminations as a means to keep our supply of skills and resources in balance with client demand. If we are not successful in these initiatives, our results of operations could be adversely affected.

We could have liability or our reputation could be damaged if we fail to protect client and/or Accenture data from security breaches or cyberattacks.

We are dependent on information technology networks and systems to securely process, transmit and store electronic information and to communicate among our locations around the world and with our people, clients, alliance partners and vendors. As the breadth and complexity of this infrastructure continues to grow, including as a result of the use of mobile technologies, social media and cloud-based services, the risk of security breaches and cyberattacks increases. Such breaches could lead to shutdowns or disruptions of or damage to our systems and those of our clients, alliance partners and vendors, and unauthorized disclosure of sensitive or confidential information, including personal data. In the past, we have experienced data security breaches resulting from unauthorized access to our systems, which to date have not had a material impact on our operations; however, there is no assurance that such impacts will not be material in the future.

In providing services and solutions to clients, we often manage, utilize and store sensitive or confidential client or Accenture data, including personal data, and we expect these activities to increase, including through the use of analytics. Unauthorized disclosure of sensitive or confidential client or Accenture data, whether through systems failure, employee negligence, fraud or misappropriation, could damage our reputation, cause us to lose clients and could result in significant financial exposure. Similarly, unauthorized access to or through our information systems or those we develop for our clients, whether by our employees or third parties, including a cyberattack by computer programmers, hackers, members of organized crime and/or state-sponsored organizations, who continuously develop and deploy viruses, ransomware or other malicious software programs or social engineering attacks, could result in negative publicity, significant remediation costs, legal liability, damage to our reputation and government sanctions and could have a material adverse effect on our results of operations. Cybersecurity threats are constantly expanding and evolving, thereby increasing the difficulty of detecting and defending against them.

We are subject to numerous laws and regulations designed to protect this information, such as the national laws implementing the European Union Directive on Data Protection (which will be replaced by the European Union General Data Protection Regulation from 2018 onwards), various U.S. federal and state laws governing the protection of health or other personally identifiable information and data privacy and cybersecurity laws in other regions. These laws and regulations are increasing in complexity and number, change frequently and increasingly conflict among the various countries in which we operate, which has resulted in greater compliance risk and cost for us. If any person, including any of our employees, negligently disregards or intentionally breaches our established controls with respect to client or Accenture data, or otherwise mismanages or misappropriates that data, we could be subject to significant litigation, monetary damages, regulatory enforcement actions, fines and/or criminal prosecution in one or more jurisdictions. These monetary damages might not be subject to a contractual limit of liability or an exclusion of consequential or indirect damages and could be significant. In addition, our liability insurance, which includes cyber insurance, might not be sufficient in type or amount to cover us against claims related to security breaches, cyberattacks and other related breaches.

The markets in which we operate are highly competitive, and we might not be able to compete effectively.

The markets in which we offer our services and solutions are highly competitive. Our competitors include:

- large multinational providers, including the services arms of large global technology providers (hardware, equipment and software), that offer some or all of the services and solutions that we do;
- off-shore service providers in lower-cost locations, particularly in India, that offer services globally that are similar to the services and solutions we offer;
- accounting firms that provide consulting and other services and solutions in areas that compete with us;
- solution or service providers that compete with us in a specific geographic market, industry segment or service area, including digital and advertising agencies and emerging start-ups and other companies that can scale rapidly to focus on or disrupt certain markets and provide new or alternative products, services or delivery models; and
- in-house departments of large corporations that use their own resources, rather than engage an outside firm for the types of services and solutions we provide.

Some competitors may have greater financial, marketing or other resources than we do and, therefore, may be better able to compete for new work and skilled professionals, may be able to innovate and provide new services and solutions faster than we can or may be able to anticipate the need for services and solutions before we do.

Even if we have potential offerings that address marketplace or client needs, competitors may be more successful at selling similar services they offer, including to companies that are our clients. Some competitors are more established in certain markets, and that may make executing our geographic expansion strategy in these markets more challenging. Additionally, competitors may also offer more aggressive contractual terms, which may affect our ability to win work. Our future performance is largely dependent on our ability to compete successfully in the markets we currently serve, while expanding into additional markets. If we are unable to compete successfully, we could lose market share and clients to competitors, which could materially adversely affect our results of operations.

In addition, we may face greater competition due to consolidation of companies in the technology sector through strategic mergers or acquisitions. Consolidation activity may result in new competitors with greater scale, a broader footprint or offerings that are more attractive than ours. Over time, our access to certain technology products and services may be reduced as a result of this consolidation. Additionally, vertically integrated companies are able to offer as a single provider more integrated services (software and hardware) to clients than we can in some cases and therefore may represent a more attractive alternative to clients. If buyers of services favor using a single provider for an integrated technology stack, such buyers may direct more business to such competitors, and this could materially adversely affect our competitive position and our results of operations.

Our profitability could materially suffer if we are unable to obtain favorable pricing for our services and solutions, if we are unable to remain competitive, if our cost-management strategies are unsuccessful or if we experience delivery inefficiencies.

Our profitability is highly dependent on a variety of factors and could be materially impacted by any of the following:

Our results of operations could materially suffer if we are not able to obtain sufficient pricing to meet our profitability expectations. If we are not able to obtain favorable pricing for our services and solutions, our revenues and profitability could materially suffer. The rates we are able to charge for our services and solutions are affected by a number of factors, including:

- general economic and political conditions;
- our clients' desire to reduce their costs;
- the competitive environment in our industry;
- our ability to accurately estimate our service delivery costs, upon which our pricing is sometimes determined, includes our ability to estimate the impact of inflation and foreign exchange on our service delivery costs over long-term contracts; and
- the procurement practices of clients and their use of third-party advisors.

Our profitability could suffer if we are not able to remain competitive. The competitive environment in our industry affects our ability to secure new contracts at our target economics in a number of ways, any of which could have a material negative impact on our results of operations. The less we are able to differentiate our services and solutions and/or clearly convey the value of our services and solutions, the more risk we have in winning new work in sufficient volumes and at our target pricing and overall economics. In addition, the introduction of new services or products by competitors could reduce our ability to obtain favorable pricing and impact our overall economics for the services or

solutions we offer. Competitors may be willing, at times, to price contracts lower than us in an effort to enter the market or increase market share.

Our profitability could suffer if our cost-management strategies are unsuccessful, and we may not be able to improve our profitability to the degree we have done in the past. Our ability to improve or maintain our profitability is dependent on our being able to successfully manage our costs. Our cost management strategies include maintaining appropriate alignment between the demand for our services and solutions and our resource capacity. We have also taken actions to reduce certain costs, and these initiatives include, without limitation, re-alignment of portions of our workforce to lower-cost locations and the use of involuntary terminations as a means to keep our supply of skills and resources in balance. These actions and our other cost-management efforts may not be successful, our efficiency may not be enhanced and we may not achieve desired levels of profitability. Because of the significant steps taken in the past to manage costs, it may become increasingly difficult to continue to manage our cost structure to the same degree as in the past. If we are not effective in managing our operating costs in response to changes in demand or pricing, or if we are unable to recover employee compensation increases through improved pricing, automation or the movement of work to lower-cost locations, we may not be able to continue to invest in our business in an amount necessary to achieve our planned rates of growth, we may not be able to reward our people in the manner we believe is necessary to attract or retain personnel at desired levels, and our results of operations could be materially adversely affected.

If we do not accurately anticipate the cost, risk and complexity of performing our work or if third parties upon whom we rely do not meet their commitments, then our contracts could have delivery inefficiencies and be less profitable than expected or unprofitable. Our contract profitability is highly dependent on our forecasts regarding the effort and cost necessary to deliver our services and solutions, which are based on available data and could turn out to be materially inaccurate. If we do not accurately estimate the effort, costs or timing for meeting our contractual commitments and/or completing engagements to a client's satisfaction, our contracts could yield lower profit margins than planned or be unprofitable. Similarly, if we experience unanticipated delivery difficulties due to our management, the failure of third parties to meet their commitments or for any other reason, our contracts could yield lower profit margins than planned or be unprofitable. In particular, large and complex arrangements often require that we utilize subcontractors or that our services and solutions incorporate or coordinate with the software, systems or infrastructure requirements of other vendors and service providers, including companies with which we have alliances. Our profitability depends on the ability of these subcontractors, vendors and service providers to deliver their products and services in a timely manner and in accordance with the project requirements, as well as on our effective oversight of their performance. In some cases, these subcontractors are small firms, and they might not have the resources or experience to successfully integrate their services or products with large-scale engagements or enterprises. Some of this work involves new technologies, which may not work as intended or may take more effort to implement than initially predicted. In addition, certain client work requires the use of unique and complex structures and alliances, some of which require us to assume responsibility for the performance of third parties whom we do not control. Any of these factors could adversely affect our ability to perform and subject us to additional liabilities, which could have a material adverse effect on our relationships with clients and on our results of operations.

Changes in our level of taxes, as well as audits, investigations and tax proceedings, or changes in tax laws or in their interpretation or enforcement, could have a material adverse effect on our effective tax rate, results of operations, cash flows and financial condition.

We are subject to taxes in numerous jurisdictions. We calculate and provide for taxes in each tax jurisdiction in which we operate. Tax accounting often involves complex matters and requires our judgment to determine our worldwide provision for income taxes and other tax liabilities. We are subject to ongoing audits, investigations and tax proceedings in various jurisdictions. Tax authorities have disagreed, and may in the future disagree, with our judgments, and are taking increasingly aggressive positions opposing the judgments we make, including with respect to our intercompany transactions. We regularly assess the likely outcomes of our audits, investigations and tax proceedings to determine the appropriateness of our tax liabilities. However, our judgments might not be sustained as a result of these audits, investigations and tax proceedings, and the amounts ultimately paid could be materially different from the amounts previously recorded.

In addition, our effective tax rate in the future could be adversely affected by challenges to our intercompany transactions, changes in the valuation of deferred tax assets and liabilities and changes in tax laws or in their interpretation or enforcement, changes in the mix of earnings in countries with differing statutory tax rates and the expiration of current tax benefits. Tax rates in the jurisdictions in which we operate may change materially as a result of shifting economic conditions and tax policies. In addition, changes in tax laws, treaties or regulations, or their interpretation or enforcement, have become more unpredictable and may become more stringent, which could materially adversely affect our tax position.

The overall tax environment has made it increasingly challenging for multinational corporations to operate with certainty about taxation in many jurisdictions. For example, the European Commission has been conducting investigations, focusing on whether local country tax rulings or tax legislation provide preferential tax treatment that violates European Union state aid rules. In addition, the Organization for Economic Co-operation and Development, which represents a coalition of member countries, is supporting changes to numerous long-standing tax principles through its base erosion and profit shifting project, which is focused on a number of issues, including the shifting of profits among affiliated entities located in different tax jurisdictions. Furthermore, a number of countries where we do business, including the United States and many countries in the European Union, are considering changes in relevant tax, accounting and other laws, regulations and interpretations, including changes to tax laws applicable to multinational corporations. The increasingly complex global tax environment could have a material adverse effect on our effective tax rate, results of operations, cash flows and financial condition.

Although we expect to be able to rely on the tax treaty between the United States and Ireland, legislative or diplomatic action could be taken, or the treaty may be amended in such a way, that would prevent us from being able to rely on such treaty. Our inability to rely on the treaty would subject us to increased taxation or significant additional expense. In addition, congressional proposals could change the definition of a U.S. person for U.S. federal income tax purposes, which could also subject us to increased taxation. In addition, we could be materially adversely affected by future changes in tax law or policy (or in their interpretation or enforcement) in Ireland or other jurisdictions where we operate, including their treaties with Ireland or the United States. These changes could be exacerbated by economic, budget or other challenges facing Ireland or these other jurisdictions.

Our results of operations could be materially adversely affected by fluctuations in foreign currency exchange rates.

Although we report our results of operations in U.S. dollars, a majority of our net revenues is denominated in currencies other than the U.S. dollar. Unfavorable fluctuations in foreign currency exchange rates have had an adverse effect, and could in the future have a material adverse effect, on our results of operations.

Because our consolidated financial statements are presented in U.S. dollars, we must translate revenues, expenses and income, as well as assets and liabilities, into U.S. dollars at exchange rates in effect during or at the end of each reporting period. Therefore, changes in the value of the U.S. dollar against other currencies will affect our net revenues, operating income and the value of balance-sheet items, including intercompany payables and receivables, originally denominated in other currencies. These changes cause our growth in consolidated earnings stated in U.S. dollars to be higher or lower than our growth in local currency when compared against other periods. Our currency hedging programs, which are designed to partially offset the impact on consolidated earnings related to the changes in value of certain balance sheet items, might not be successful. Additionally, some transactions and balances may be denominated in currencies for which there is no available market to hedge.

As we continue to leverage our global delivery model, more of our expenses are incurred in currencies other than those in which we bill for the related services. An increase in the value of certain currencies, such as the Indian rupee or Philippine peso, against the currencies in which our revenue is recorded could increase costs for delivery of services at off-shore sites by increasing labor and other costs that are denominated in local currency. Our contractual provisions or cost management efforts might not be able to offset their impact, and our currency hedging activities, which are designed to partially offset this impact, might not be successful. This could result in a decrease in the profitability of our contracts that are utilizing delivery center resources. Conversely, a decrease in the value of certain currencies, such as the Indian rupee or Philippine peso, against the currencies in which our revenue is recorded could place us at a competitive disadvantage compared to service providers that benefit to a greater degree from such a decrease and can, as a result, deliver services at a lower cost. In addition, our currency hedging activities are themselves subject to risk. These include risks related to counterparty performance under hedging contracts, risks related to ineffective hedges and risks related to currency fluctuations. We also face risks that extreme economic conditions, political instability, or hostilities or disasters of the type described below could impact or perhaps eliminate the underlying exposures that we are hedging. Such an event could lead to losses being recognized on the currency hedges then in place that are not offset by anticipated changes in the underlying hedge exposure.

Our business could be materially adversely affected if we incur legal liability.

We are subject to, and may become a party to, a variety of litigation or other claims and suits that arise from time to time in the ordinary course of our business. Our business is subject to the risk of litigation involving current and former employees, clients, alliance partners, subcontractors, suppliers, competitors, shareholders, government agencies or others through private actions, class actions, whistleblower claims, administrative proceedings, regulatory actions or other litigation. Regardless of the merits of the claims, the cost to defend current and future litigation may be significant, and such matters can be time-consuming and divert management's attention and resources. The results

of litigation and other legal proceedings are inherently uncertain, and adverse judgments or settlements in some or all of these legal disputes may result in materially adverse monetary damages, penalties or injunctive relief against us. Any claims or litigation, even if fully indemnified or insured, could damage our reputation and make it more difficult to compete effectively or to obtain adequate insurance in the future.

For example, we could be subject to significant legal liability and litigation expense if we fail to meet our contractual obligations, contribute to internal control deficiencies of a client or otherwise breach obligations to third parties, including clients, alliance partners, employees and former employees, and other parties with whom we conduct business, or if our subcontractors breach or dispute the terms of our agreements with them and impede our ability to meet our obligations to our clients. We may enter into agreements with non-standard terms because we perceive an important economic opportunity or because our personnel did not adequately follow our contracting guidelines. In addition, the contracting practices of competitors, along with the demands of increasingly sophisticated clients, may cause contract terms and conditions that are unfavorable to us to become new standards in the marketplace. We may find ourselves committed to providing services or solutions that we are unable to deliver or whose delivery will reduce our profitability or cause us financial loss. If we cannot or do not meet our contractual obligations and if our potential liability is not adequately limited through the terms of our agreements, liability limitations are not enforced or a third party alleges fraud or other wrongdoing to prevent us from relying upon those contractual protections, we might face significant legal liability and litigation expense and our results of operations could be materially adversely affected. In addition, as we expand our services and solutions into new areas, such as taking over the operation of certain portions of our clients' businesses, which increasingly include the operation of functions and systems that are critical to the core businesses of our clients, we may be exposed to additional operational, regulatory or other risks specific to these new areas, including risks related to data security. A failure of a client's system based on our services or solutions could also subject us to a claim for significant damages that could materially adversely affect our results of operations.

While we maintain insurance for certain potential liabilities, such insurance does not cover all types and amounts of potential liabilities and is subject to various exclusions as well as caps on amounts recoverable. Even if we believe a claim is covered by insurance, insurers may dispute our entitlement to recovery for a variety of potential reasons, which may affect the timing and, if they prevail, the amount of our recovery.

Our work with government clients exposes us to additional risks inherent in the government contracting environment.

Our clients include national, provincial, state and local governmental entities. Our government work carries various risks inherent in the government contracting process. These risks include, but are not limited to, the following:

- Government entities, particularly in the United States, often reserve the right to audit our contract costs and conduct inquiries and investigations of our business practices and compliance with government contract requirements. U.S. government agencies, including the Defense Contract Audit Agency, routinely audit our contract costs, including allocated indirect costs, for compliance with the Cost Accounting Standards and the Federal Acquisition Regulation. These agencies also conduct reviews and investigations and make inquiries regarding our accounting and other systems in connection with our performance and business practices with respect to our government contracts. Negative findings from existing and future audits, investigations or inquiries could affect our future sales and profitability by preventing us, by operation of law or in practice, from receiving new government contracts for some period of time. In addition, if the U.S. government concludes that certain costs are not reimbursable, have not been properly determined or are based on outdated estimates of our work, then we will not be allowed to bill for such costs, may have to refund money that has already been paid to us or could be required to retroactively and prospectively adjust previously agreed to billing or pricing rates for our work. Negative findings from existing and future audits of our business systems, including our accounting system, may result in the U.S. government preventing us from billing, at least temporarily, a percentage of our costs. As a result of prior negative findings in connection with audits, investigations and inquiries, we have from time to time experienced some of the adverse consequences described above and may in the future experience further adverse consequences, which could materially adversely affect our future results of operations.
- If a government client discovers improper or illegal activities in the course of audits or investigations, we may become subject to various civil and criminal penalties, including those under the civil U.S. False Claims Act, and administrative sanctions, which may include termination of contracts, forfeiture of profits, suspension of payments, fines and suspensions or debarment from doing business with other agencies of that government. The inherent limitations of internal controls may not prevent or detect all improper or illegal activities.
- U.S. government contracting regulations impose strict compliance and disclosure obligations. Disclosure is required if certain company personnel have knowledge of "credible evidence" of a violation of federal criminal laws involving fraud, conflict of interest, bribery or improper gratuity, a violation of the civil U.S. False Claims

Act or receipt of a significant overpayment from the government. Failure to make required disclosures could be a basis for suspension and/or debarment from federal government contracting in addition to breach of the specific contract and could also impact contracting beyond the U.S. federal level. Reported matters also could lead to audits or investigations and other civil, criminal or administrative sanctions.

- Government contracts are subject to heightened reputational and contractual risks compared to contracts with commercial clients. For example, government contracts and the proceedings surrounding them are often subject to more extensive scrutiny and publicity. Negative publicity, including an allegation of improper or illegal activity, regardless of its accuracy, may adversely affect our reputation.
- Terms and conditions of government contracts also tend to be more onerous and are often more difficult to negotiate. For example, these contracts often contain high or unlimited liability for breaches and feature less favorable payment terms and sometimes require us to take on liability for the performance of third parties.
- Government entities typically fund projects through appropriated monies. While these projects are often planned and executed as multi-year projects, government entities usually reserve the right to change the scope of or terminate these projects for lack of approved funding and/or at their convenience. Changes in government or political developments, including budget deficits, shortfalls or uncertainties, government spending reductions or other debt constraints could result in our projects being reduced in price or scope or terminated altogether, which also could limit our recovery of incurred costs, reimbursable expenses and profits on work completed prior to the termination. Furthermore, if insufficient funding is appropriated to the government entity to cover termination costs, we may not be able to fully recover our investments.
- Political and economic factors such as pending elections, the outcome of recent elections, changes in leadership among key executive or legislative decision makers, revisions to governmental tax or other policies and reduced tax revenues can affect the number and terms of new government contracts signed or the speed at which new contracts are signed, decrease future levels of spending and authorizations for programs that we bid, shift spending priorities to programs in areas for which we do not provide services and/or lead to changes in enforcement or how compliance with relevant rules or laws is assessed.
- Legislative and executive proposals remain under consideration or could be proposed in the future, which, if enacted, could limit or even prohibit our eligibility to be awarded state or federal government contracts in the United States in the future or could include requirements that would otherwise affect our results of operations. Various U.S. federal and state legislative proposals have been introduced and/or enacted in recent years that deny government contracts to certain U.S. companies that reincorporate or have reincorporated outside the United States. While Accenture was not a U.S. company that reincorporated outside the United States, it is possible that these contract bans and other legislative proposals could be applied in a way that negatively affects Accenture.

The occurrences or conditions described above could affect not only our business with the particular government entities involved, but also our business with other entities of the same or other governmental bodies or with certain commercial clients, and could have a material adverse effect on our business or our results of operations.

We might not be successful at identifying, acquiring, investing in or integrating businesses, entering into joint ventures or divesting businesses.

We expect to continue pursuing strategic and targeted acquisitions, investments and joint ventures to enhance or add to our skills and capabilities or offerings of services and solutions, or to enable us to expand in certain geographic and other markets. Depending on the opportunities available, we may increase the amount of capital invested in such opportunities. We may not successfully identify suitable investment opportunities. We also might not succeed in completing targeted transactions or achieve desired results of operations.

Furthermore, we face risks in successfully integrating any businesses we might acquire or create through a joint venture. Ongoing business may be disrupted, and our management's attention may be diverted by acquisition, investment, transition or integration activities. In addition, we might need to dedicate additional management and other resources, and our organizational structure could make it difficult for us to efficiently integrate acquired businesses into our ongoing operations and assimilate and retain employees of those businesses into our culture and operations. The potential loss of key executives, employees, customers, suppliers, vendors and other business partners of businesses we acquire may adversely impact the value of the assets, operations or businesses. Furthermore, acquisitions or joint ventures may result in significant costs and expenses, including those related to retention payments, equity compensation, severance pay, early retirement costs, intangible asset amortization and asset impairment charges, assumed litigation and other liabilities, and legal, accounting and financial advisory fees, which could negatively affect our profitability. We may have difficulties as a result of entering into new markets where we have limited or no direct prior experience or where competitors may have stronger market positions.

We might fail to realize the expected benefits or strategic objectives of any acquisition, investment or joint venture we undertake. We might not achieve our expected return on investment or may lose money. We may be adversely impacted by liabilities that we assume from a company we acquire or in which we invest, including from that company's known and unknown obligations, intellectual property or other assets, terminated employees, current or former clients or other third parties. In addition, we may fail to identify or adequately assess the magnitude of certain liabilities, shortcomings or other circumstances prior to acquiring, investing in or partnering with a company, including potential exposure to regulatory sanctions or liabilities resulting from an acquisition target's previous activities, internal controls and security environment. If any of these circumstances occurs, they could result in unexpected legal or regulatory exposure, unfavorable accounting treatment, unexpected increases in taxes or other adverse effects on our business. In addition, we have a lesser degree of control over the business operations of the joint ventures and businesses in which we have made minority investments or in which we have acquired less than 100%. This lesser degree of control may expose us to additional reputational, financial, legal, compliance or operational risks. Litigation, indemnification claims and other unforeseen claims and liabilities may arise from the acquisition or operation of acquired businesses. For example, we may face litigation or other claims as a result of certain terms and conditions of the acquisition agreement, such as earnout payments or closing net asset adjustments. Alternatively, shareholder litigation may arise as a result of proposed acquisitions. If we are unable to complete the number and kind of investments for which we plan, or if we are inefficient or unsuccessful at integrating any acquired businesses into our operations, we may not be able to achieve our planned rates of growth or improve our market share, profitability or competitive position in specific markets or services.

We periodically evaluate, and have engaged in, the disposition of assets and businesses. Divestitures could involve difficulties in the separation of operations, services, products and personnel, the diversion of management's attention, the disruption of our business and the potential loss of key employees. After reaching an agreement with a buyer for the disposition of a business, the transaction may be subject to the satisfaction of pre-closing conditions, including obtaining necessary regulatory and government approvals, which, if not satisfied or obtained, may prevent us from completing the transaction. Divestitures may also involve continued financial involvement in or liability with respect to the divested assets and businesses, such as indemnities or other financial obligations, in which the performance of the divested assets or businesses could impact our results of operations. Any divestiture we undertake could adversely affect our results of operations.

Our global delivery capability is concentrated in India and the Philippines, which may expose us to operational risks.

Our business model is dependent on our global delivery capability, which includes Accenture personnel based at more than 50 delivery centers around the world. While these delivery centers are located throughout the world, we have based large portions of our delivery capability in India, where we have the largest number of people located in our delivery centers, and the Philippines, where we have the second largest number of people located. Concentrating our global delivery capability in these locations presents a number of operational risks, many of which are beyond our control. For example, natural disasters of the type described below, some of which India and the Philippines have experienced and other countries may experience, could impair the ability of our people to safely travel to and work in our facilities and disrupt our ability to perform work through our delivery centers. Additionally, both India and the Philippines have experienced, and other countries may experience, political instability, worker strikes, civil unrest and hostilities with neighboring countries. Military activity or civil hostilities in the future, as well as terrorist activities and other conditions, which are described more fully below, could significantly disrupt our ability to perform work through our delivery centers. Our business continuity and disaster recovery plans may not be effective, particularly if catastrophic events occur. If any of these circumstances occurs, we have a greater risk that interruptions in communications with our clients and other Accenture locations and personnel, and any down-time in important processes we operate for clients, could result in a material adverse effect on our results of operations and our reputation in the marketplace.

As a result of our geographically diverse operations and our growth strategy to continue geographic expansion, we are more susceptible to certain risks.

We have offices and operations in more than 200 cities in 53 countries around the world. One aspect of our growth strategy is to continue to expand in key markets around the world. Our growth strategy might not be successful. If we are unable to manage the risks of our global operations and geographic expansion strategy, including international hostilities, terrorist activities, natural disasters and security breaches, failure to maintain compliance with our clients' control requirements and multiple legal and regulatory systems, our results of operations and ability to grow could be materially adversely affected. In addition, emerging markets generally involve greater financial and operational risks, such as those described below, than our more mature markets. Negative or uncertain political climates in countries or geographies where we operate could also adversely affect us.

International hostilities, terrorist activities, natural disasters, pandemics and infrastructure disruptions could prevent us from effectively serving our clients and thus adversely affect our results of operations. Acts of terrorist violence; political unrest; regional and international hostilities and international responses to these hostilities; natural disasters, volcanic eruptions, sea level rise, floods, droughts and the increasing frequency and severity of adverse weather conditions; health emergencies or pandemics or the threat of or perceived potential for these events; and other acts of god could have a negative impact on us. These events could adversely affect our clients' levels of business activity and precipitate sudden and significant changes in regional and global economic conditions and cycles. These events also pose significant risks to our people and to physical facilities and operations around the world, whether the facilities are ours or those of our alliance partners or clients. By disrupting communications and travel and increasing the difficulty of obtaining and retaining highly skilled and qualified personnel, these events could make it difficult or impossible for us to deliver our services and solutions to our clients. Extended disruptions of electricity, other public utilities or network services at our facilities, as well as physical infrastructure damage to, system failures at, cyberattacks on, or security breaches in, our facilities or systems, could also adversely affect our ability to conduct our business and serve our clients. We might be unable to protect our people, facilities and systems against all such occurrences. We generally do not have insurance for losses and interruptions caused by terrorist attacks, conflicts and wars. If these disruptions prevent us from effectively serving our clients, our results of operations could be adversely affected.

We could be subject to strict restrictions on the movement of cash and the exchange of foreign currencies. In some countries, we could be subject to strict restrictions on the movement of cash and the exchange of foreign currencies, which would limit our ability to use this cash across our global operations and expose us to more extreme currency fluctuations. This risk could increase as we continue our geographic expansion in key markets around the world, which include emerging markets that are more likely to impose these restrictions than more established markets.

Our global operations expose us to numerous and sometimes conflicting legal and regulatory requirements, and violation of these regulations could harm our business. We are subject to numerous, and sometimes conflicting, legal regimes on matters as diverse as anticorruption, import/export controls, content requirements, trade restrictions, tariffs, taxation, sanctions, immigration, internal and disclosure control obligations, securities regulation, anti-competition, anti-money-laundering, data privacy and protection, government compliance, wage-and-hour standards, and employment and labor relations. The global nature of our operations, including emerging markets where legal systems may be less developed or understood by us, and the diverse nature of our operations across a number of regulated industries, further increase the difficulty of compliance. Compliance with diverse legal requirements is costly, time-consuming and requires significant resources. Violations of one or more of these regulations in the conduct of our business could result in significant fines, enforcement actions or criminal sanctions against us and/or our employees, prohibitions on doing business and damage to our reputation. Violations of these regulations in connection with the performance of our obligations to our clients also could result in liability for significant monetary damages, fines, enforcement actions and/or criminal prosecution or sanctions, unfavorable publicity and other reputational damage and restrictions on our ability to effectively carry out our contractual obligations and thereby expose us to potential claims from our clients. Due to the varying degrees of development of the legal systems of the countries in which we operate, local laws may not be well developed or provide sufficiently clear guidance and may be insufficient to protect our rights.

In particular, in many parts of the world, including countries in which we operate and/or seek to expand, practices in the local business community might not conform to international business standards and could violate anticorruption laws, or regulations, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Our employees, subcontractors, vendors, agents, alliance or joint venture partners, the companies we acquire and their employees, subcontractors, vendors and agents, and other third parties with which we associate, could take actions that violate policies or procedures designed to promote legal and regulatory compliance or applicable anticorruption laws or regulations. Violations of these laws or regulations by us, our employees or any of these third parties could subject us to criminal or civil enforcement actions (whether or not we participated or knew about the actions leading to the violations), including fines or penalties, disgorgement of profits and suspension or disqualification from work, including U.S. federal contracting, any of which could materially adversely affect our business, including our results of operations and our reputation.

Changes in laws and regulations could also mandate significant and costly changes to the way we implement our services and solutions or could impose additional taxes on our services and solutions. For example, changes in laws and regulations to limit using off-shore resources in connection with our work or to penalize companies that use off-shore resources, which have been proposed from time to time in various jurisdictions, could adversely affect our results of operations. Such changes may result in contracts being terminated or work being transferred on-shore, resulting in greater costs to us. In addition, these changes could have a negative impact on our ability to obtain future work from government clients.

Adverse changes to our relationships with key alliance partners or in the business of our key alliance partners could adversely affect our results of operations.

We have alliances with companies whose capabilities complement our own. A very significant portion of our services and solutions are based on technology or software provided by a few major providers that are our alliance partners. See “Business—Alliances.” The priorities and objectives of our alliance partners may differ from ours. As most of our alliance relationships are non-exclusive, our alliance partners are not prohibited from competing with us or forming closer or preferred arrangements with our competitors. One or more of our key alliance partners may be acquired by a competitor, or key alliance partners might merge with each other, either of which could reduce our access over time to the technology or software provided by those partners. In addition, our alliance partners could experience reduced demand for their technology or software, including, for example, in response to changes in technology, which could lessen related demand for our services and solutions. Many of our alliance partners are also large clients, and some are suppliers of technology to Accenture. Our performance in delivering client work, and decisions that Accenture makes in choosing suppliers, may negatively impact our alliance relationships. If we do not obtain the expected benefits from our alliance relationships for any reason, we may be less competitive, our ability to offer attractive solutions to our clients may be negatively affected, and our results of operations could be adversely affected.

If we are unable to protect or enforce our intellectual property rights, or if our services or solutions infringe upon the intellectual property rights of others or we lose our ability to utilize the intellectual property of others, our business could be adversely affected.

Our success depends, in part, upon our ability to obtain intellectual property protection for our proprietary methodologies, processes, software and other solutions. Existing laws of the various countries in which we provide services or solutions may offer only limited intellectual property protection of our services or solutions, and the protection in some countries may be very limited. We rely upon a combination of confidentiality policies, nondisclosure and other contractual arrangements, and patent, trade secret, copyright and trademark laws to protect our intellectual property rights. These laws are subject to change at any time and could further limit our ability to obtain or maintain intellectual property protection. There is uncertainty concerning the scope of patent and other intellectual property protection for software and business methods, which are fields in which we rely on intellectual property laws to protect our rights. Our intellectual property rights may not prevent competitors from reverse engineering our solutions or proprietary methodologies and processes or independently developing products and services similar to or duplicative of ours. Further, the steps we take in this regard might not be adequate to prevent or deter infringement or other misappropriation of our intellectual property by competitors, former employees or other third parties, and we might not be able to detect unauthorized use of, or take appropriate and timely steps to enforce, our intellectual property rights. Enforcing our rights might also require considerable time, money and oversight, and we may not be successful in enforcing our rights.

In addition, we cannot be sure that our services and solutions, including, for example, our software solutions, or the solutions of others that we offer to our clients, do not infringe on the intellectual property rights of third parties, and these third parties could claim that we or our clients are infringing upon their intellectual property rights. These claims could harm our reputation, cause us to incur substantial costs or prevent us from offering some services or solutions in the future. Any related proceedings could require us to expend significant resources over an extended period of time. In most of our contracts, we agree to indemnify our clients for expenses and liabilities resulting from claimed infringements of the intellectual property rights of third parties. In some instances, the amount of these indemnities could be greater than the revenues we receive from the client. Any claims or litigation in this area could be time-consuming and costly, damage our reputation and/or require us to incur additional costs to obtain the right to continue to offer a service or solution to our clients. If we cannot secure this right at all or on reasonable terms, or we are unable to implement in a cost-effective manner alternative technology, our results of operations could be materially adversely affected. The risk of infringement claims against us may increase as we expand our industry software solutions and continue to develop and license our software to multiple clients. Additionally, individuals and firms have purchased intellectual property assets in order to assert claims of infringement against technology providers and customers that use such technology. Any infringement action brought against us or our clients could be costly to defend or lead to an expensive settlement or judgment against us.

Further, we rely on third-party software in providing some of our services and solutions. If we lose our ability to continue using any such software for any reason, including because it is found to infringe the rights of others, we will need to obtain substitute software or seek alternative means of obtaining the technology necessary to continue to provide such services and solutions. Our inability to replace such software, or to replace such software in a timely or cost-effective manner, could materially adversely affect our results of operations.

Our ability to attract and retain business and employees may depend on our reputation in the marketplace.

We believe the Accenture brand name and our reputation are important corporate assets that help distinguish our services and solutions from those of competitors and also contribute to our efforts to recruit and retain talented employees. However, our corporate reputation is potentially susceptible to material damage by events such as disputes with clients, cybersecurity breaches or service outages, internal control deficiencies, delivery failures, compliance violations, government investigations or legal proceedings. Similarly, our reputation could be damaged by actions or statements of current or former clients, directors, employees, competitors, vendors, alliance partners, joint venture partners, adversaries in legal proceedings, legislators or government regulators, as well as members of the investment community or the media, including social media influencers. There is a risk that negative or inaccurate information about Accenture, even if based on rumor or misunderstanding, could adversely affect our business. Damage to our reputation could be difficult, expensive and time-consuming to repair, could make potential or existing clients reluctant to select us for new engagements, resulting in a loss of business, and could adversely affect our recruitment and retention efforts. Damage to our reputation could also reduce the value and effectiveness of the Accenture brand name and could reduce investor confidence in us, materially adversely affecting our share price.

If we are unable to manage the organizational challenges associated with our size, we might be unable to achieve our business objectives.

As of August 31, 2017, we had approximately 425,000 employees worldwide. Our size and scale present significant management and organizational challenges. It might become increasingly difficult to maintain effective standards across a large enterprise and effectively institutionalize our knowledge. It might also become more difficult to maintain our culture, effectively manage and monitor our personnel and operations and effectively communicate our core values, policies and procedures, strategies and goals, particularly given our world-wide operations. The size and scope of our operations increase the possibility that we will have employees who engage in unlawful or fraudulent activity, or otherwise expose us to unacceptable business risks, despite our efforts to train them and maintain internal controls to prevent such instances. For example, employee misconduct could involve the improper use of our clients' sensitive or confidential information or the failure to comply with legislation or regulations regarding the protection of sensitive or confidential information. Furthermore, the inappropriate use of social networking sites by our employees could result in breaches of confidentiality, unauthorized disclosure of non-public company information or damage to our reputation. If we do not continue to develop and implement the right processes and tools to manage our enterprise and instill our culture and core values into all of our employees, our ability to compete successfully and achieve our business objectives could be impaired. In addition, from time to time, we have made, and may continue to make, changes to our operating model, including how we are organized, as the needs and size of our business change, and if we do not successfully implement the changes, our business and results of operation may be negatively impacted.

We make estimates and assumptions in connection with the preparation of our consolidated financial statements, and any changes to those estimates and assumptions could adversely affect our financial results.

Our financial statements have been prepared in accordance with U.S. generally accepted accounting principles. The application of generally accepted accounting principles requires us to make estimates and assumptions about certain items and future events that affect our reported financial condition, and our accompanying disclosure with respect to, among other things, revenue recognition and income taxes. We base our estimates on historical experience, contractual commitments and on various other assumptions that we believe to be reasonable under the circumstances and at the time they are made. These estimates and assumptions involve the use of judgment and are subject to significant uncertainties, some of which are beyond our control. If our estimates, or the assumptions underlying such estimates, are not correct, actual results may differ materially from our estimates, and we may need to, among other things, adjust revenues or accrue additional charges that could adversely affect our results of operations.

Many of our contracts include payments that link some of our fees to the attainment of performance or business targets and/or require us to meet specific service levels. This could increase the variability of our revenues and impact our margins.

Many of our contracts include clauses that tie our compensation to the achievement of agreed-upon performance standards or milestones. If we fail to satisfy these measures, it could significantly reduce or eliminate our fees under the contracts, increase the cost to us of meeting performance standards or milestones, delay expected payments or subject us to potential damage claims under the contract terms. Clients also often have the right to terminate a contract and pursue damage claims under the contract for serious or repeated failure to meet these service commitments. We also have a number of contracts in which a portion of our compensation depends on performance measures such as cost-savings, revenue enhancement, benefits produced, business goals attained and adherence to schedule. These goals can be complex and may depend on our clients' actual levels of business activity or may be based on assumptions

that are later determined not to be achievable or accurate. These provisions could increase the variability in revenues and margins earned on those contracts.

Our results of operations and share price could be adversely affected if we are unable to maintain effective internal controls.

The accuracy of our financial reporting is dependent on the effectiveness of our internal controls. We are required to provide a report from management to our shareholders on our internal control over financial reporting that includes an assessment of the effectiveness of these controls. Internal control over financial reporting has inherent limitations, including human error, the possibility that controls could be circumvented or become inadequate because of changed conditions, and fraud. Because of these inherent limitations, internal control over financial reporting might not prevent or detect all misstatements or fraud. If we cannot maintain and execute adequate internal control over financial reporting or implement required new or improved controls that provide reasonable assurance of the reliability of the financial reporting and preparation of our financial statements for external use, we could suffer harm to our reputation, incur incremental compliance costs, fail to meet our public reporting requirements on a timely basis, be unable to properly report on our business and our results of operations, or be required to restate our financial statements, and our results of operations, our share price and our ability to obtain new business could be materially adversely affected.

We might be unable to access additional capital on favorable terms or at all. If we raise equity capital, it may dilute our shareholders' ownership interest in us.

We might choose to raise additional funds through public or private debt or equity financings in order to:

- take advantage of opportunities, including more rapid expansion;
- acquire other businesses or assets;
- repurchase shares from our shareholders;
- develop new services and solutions; or
- respond to competitive pressures.

Any additional capital raised through the sale of equity could dilute shareholders' ownership percentage in us. Furthermore, any additional financing we need might not be available on terms favorable to us, or at all.

We are incorporated in Ireland and a significant portion of our assets is located outside the United States. As a result, it might not be possible for shareholders to enforce civil liability provisions of the federal or state securities laws of the United States. We may also be subject to criticism and negative publicity related to our incorporation in Ireland.

We are organized under the laws of Ireland, and a significant portion of our assets is located outside the United States. A shareholder who obtains a court judgment based on the civil liability provisions of U.S. federal or state securities laws may be unable to enforce the judgment against us in Ireland or in countries other than the United States where we have assets. In addition, there is some doubt as to whether the courts of Ireland and other countries would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on the civil liabilities provisions of the federal or state securities laws of the United States or would hear actions against us or those persons based on those laws. We have been advised that the United States and Ireland do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. The laws of Ireland do, however, as a general rule, provide that the judgments of the courts of the United States have the same validity in Ireland as if rendered by Irish Courts. Certain important requirements must be satisfied before the Irish Courts will recognize a U.S. judgment. The originating court must have been a court of competent jurisdiction, the judgment must be final and conclusive and the judgment may not be recognized if it was obtained by fraud or its recognition would be contrary to Irish public policy. Any judgment obtained in contravention of the rules of natural justice or that is irreconcilable with an earlier foreign judgment would not be enforced in Ireland. Similarly, judgments might not be enforceable in countries other than the United States where we have assets.

Some companies that conduct substantial business in the United States but which have a parent domiciled in certain other jurisdictions have been criticized as improperly avoiding U.S. taxes or creating an unfair competitive advantage over other U.S. companies. Accenture never conducted business under a U.S. parent company and pays U.S. taxes on all of its U.S. operations. Nonetheless, we could be subject to criticism in connection with our incorporation in Ireland.

Irish law differs from the laws in effect in the United States and might afford less protection to shareholders.

Our shareholders could have more difficulty protecting their interests than would shareholders of a corporation incorporated in a jurisdiction of the United States. As an Irish company, we are governed by the Companies Act. The Companies Act differs in some significant, and possibly material, respects from laws applicable to U.S. corporations and shareholders under various state corporation laws, including the provisions relating to interested directors, mergers and acquisitions, takeovers, shareholder lawsuits and indemnification of directors.

Under Irish law, the duties of directors and officers of a company are generally owed to the company only. Shareholders of Irish companies do not generally have rights to take action against directors or officers of the company under Irish law, and may only do so in limited circumstances. Directors of an Irish company must, in exercising their powers and performing their duties, act with due care and skill, honestly and in good faith with a view to the best interests of the company. Directors have a duty not to put themselves in a position in which their duties to the company and their personal interests might conflict and also are under a duty to disclose any personal interest in any contract or arrangement with the company or any of its subsidiaries. If a director or officer of an Irish company is found to have breached his duties to that company, he could be held personally liable to the company in respect of that breach of duty.

Under Irish law, we must have authority from our shareholders to issue any shares, including shares that are part of the company's authorized but unissued share capital. In addition, unless otherwise authorized by its shareholders, when an Irish company issues shares for cash to new shareholders, it is required first to offer those shares on the same or more favorable terms to existing shareholders on a pro-rata basis. If we are unable to obtain these authorizations from our shareholders, or are otherwise limited by the terms of our authorizations, our ability to issue shares under our equity compensation plans and, if applicable, to facilitate funding acquisitions or otherwise raise capital could be adversely affected.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We have major offices in the world's leading business centers, including Boston, Chicago, New York, San Francisco, Dublin, Frankfurt, London, Madrid, Milan, Paris, Rome, Bangalore, Beijing, Manila, Mumbai, Sao Paulo, Shanghai, Singapore, Sydney and Tokyo, among others. In total, we have offices and operations in more than 200 cities in 53 countries around the world. We do not own any material real property. Substantially all of our office space is leased under long-term leases with varying expiration dates. We believe that our facilities are adequate to meet our needs in the near future.

ITEM 3. LEGAL PROCEEDINGS

The information set forth under "Legal Contingencies" in Note 15 (Commitments and Contingencies) to our Consolidated Financial Statements under Part II, Item 8, "Financial Statements and Supplementary Data," is incorporated herein by reference.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

EXECUTIVE OFFICERS OF THE REGISTRANT

Our executive officers and persons chosen to become executive officers as of the date hereof are as follows:

Gianfranco Casati, 58, became our group chief executive—Growth Markets in January 2014. From September 2006 to January 2014, he served as our group chief executive—Products operating group. From April 2002 to September 2006, Mr. Casati was managing director of the Products operating group's Europe operating unit. He also served as Accenture's country managing director for Italy and as chairman of our geographic council in its IGEM (Italy, Greece, emerging markets) region, supervising Accenture offices in Italy, Greece and several Eastern European countries. Mr. Casati has been with Accenture for 33 years.

Richard P. Clark, 56, became our chief accounting officer in September 2013 and has served as our corporate controller since September 2010. Prior to that, Mr. Clark served as our senior managing director of investor relations from September 2006 to September 2010. Previously he served as our finance director—Communications, Media &

Technology operating group from July 2001 to September 2006 and as our finance director—Resources operating group from 1998 to July 2001. Mr. Clark has been with Accenture for 34 years.

Johan (Jo) G. Deblaere, 55, became our chief operating officer in September 2009 and has also served as our chief executive—Europe since January 2014. From September 2006 to September 2009, Mr. Deblaere served as our chief operating officer—Outsourcing. Prior to that, from September 2005 to September 2006, he led our global network of business process outsourcing delivery centers. From September 2000 to September 2005, he had overall responsibility for work with public-sector clients in Western Europe. Mr. Deblaere has been with Accenture for 32 years.

Chad T. Jerdee, 50, became our general counsel and chief compliance officer in June 2015. From August 2010 to June 2015, Mr. Jerdee served as deputy general counsel—Sales & Delivery. Previously, he served as legal lead for the outsourcing sales legal team as well as for Accenture’s growth platforms. Mr. Jerdee has been with Accenture for 20 years.

Daniel T. London, 53, became our group chief executive—Health & Public Service operating group in June 2014. From 2009 to June 2014, Mr. London was senior managing director for Health & Public Service in North America. Previously, he served as managing director of Accenture’s Finance & Performance Management global service line. Mr. London has been with Accenture for 31 years.

Richard A. Lumb, 56, became our group chief executive—Financial Services operating group in December 2010. From June 2006 to December 2010, Mr. Lumb led our Financial Services operating group in Europe, Africa, the Middle East and Latin America. He also served as our managing director of business and market development—Financial Services operating group from September 2005 to June 2006. Mr. Lumb has been with Accenture for 32 years.

Pierre Nanterme, 58, became chairman of the Board of Directors in February 2013 and has served as our chief executive officer since January 2011. Mr. Nanterme was our group chief executive—Financial Services operating group from September 2007 to December 2010. Prior to assuming this role, Mr. Nanterme held various leadership roles throughout the Company, including serving as our chief leadership officer from May 2006 through September 2007 and our country managing director for France from November 2005 to September 2007. Mr. Nanterme has been a director since October 2010 and has been with Accenture for 34 years. In addition to serving on Accenture plc’s board of directors, Mr. Nanterme serves on the board of its subsidiary Accenture Holdings plc.

Jean-Marc Ollagnier, 55, became our group chief executive—Resources operating group in March 2011. From September 2006 to March 2011, Mr. Ollagnier led our Resources operating group in Europe, Latin America, the Middle East and Africa. Previously, he served as our global managing director—Financial Services Solutions group and as our geographic unit managing director—Gallia. Mr. Ollagnier has been with Accenture for 31 years.

David P. Rowland, 56, became our chief financial officer in July 2013. From October 2006 to July 2013, he was our senior vice president—Finance. Previously, Mr. Rowland was our managing director—Finance Operations from July 2001 to October 2006. Prior to assuming that role, he served as our finance director—Communications, Media & Technology operating group and as our finance director—Products operating group. Mr. Rowland has been with Accenture for 34 years.

Robert E. Sell, 55, became our group chief executive—Communications, Media & Technology operating group in March 2012. From September 2007 to March 2012, Mr. Sell led our Communications, Media & Technology operating group in North America. Prior to assuming that role, he served in a variety of leadership roles throughout Accenture, serving clients in a number of industries. Mr. Sell has been with Accenture for 33 years.

Ellyn J. Shook, 54, became our chief leadership officer in December 2015 and has also served as our chief human resources officer since March 2014. From 2012 to March 2014, Ms. Shook was our senior managing director—Human Resources and head of Accenture’s Human Resources Centers of Expertise. From 2004 to 2011, she served as the global human resources lead for career management, performance management, total rewards, employee engagement and mergers and acquisitions. Ms. Shook has been with Accenture for 29 years.

Julie Spellman Sweet, 50, became our chief executive officer—North America in June 2015. From March 2010 to June 2015, she served as our general counsel, secretary and chief compliance officer. Prior to joining Accenture, Ms. Sweet was, for 10 years, a partner in the Corporate department of the law firm of Cravath, Swaine & Moore LLP, which she joined as an associate in 1992. Ms. Sweet has been with Accenture for 7 years.

Alexander M. van ’t Noordende, 54, became our group chief executive—Products operating group in January 2014. From March 2011 to January 2014, he served as our group chief executive—Management Consulting. Mr. van ’t Noordende was our group chief executive—Resources operating group from September 2006 to March 2011. Prior to assuming that role, he led our Resources operating group in Southern Europe, Africa, the Middle East and Latin America, and served as managing partner of the Resources operating group in France, Belgium and the Netherlands.

From 2001 until September 2006, he served as our country managing director for the Netherlands. Mr. van 't Noordende has been with Accenture for 30 years.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Price Range of Accenture plc Class A Ordinary Shares

Accenture plc Class A ordinary shares are traded on the New York Stock Exchange under the symbol "ACN." The New York Stock Exchange is the principal United States market for these shares.

The following table sets forth, on a per share basis for the periods indicated, the high and low sale prices for Accenture plc Class A ordinary shares as reported by the New York Stock Exchange.

	Price Range	
	High	Low
Fiscal 2016		
First Quarter	\$ 109.86	\$ 91.68
Second Quarter	\$ 109.65	\$ 91.40
Third Quarter	\$ 119.72	\$ 101.00
Fourth Quarter	\$ 120.78	\$ 108.66
Fiscal 2017		
First Quarter	\$ 124.96	\$ 108.83
Second Quarter	\$ 125.72	\$ 112.31
Third Quarter	\$ 126.53	\$ 114.82
Fourth Quarter	\$ 130.92	\$ 119.10
Fiscal 2018		
First Quarter (through October 12, 2017)	\$ 139.65	\$ 129.10

The closing sale price of an Accenture plc Class A ordinary share as reported by the New York Stock Exchange consolidated tape as of October 12, 2017 was \$139.20. As of October 12, 2017, there were 286 holders of record of Accenture plc Class A ordinary shares.

There is no trading market for Accenture plc Class X ordinary shares. As of October 12, 2017, there were 583 holders of record of Accenture plc Class X ordinary shares.

To ensure that members of Accenture Leadership continue to maintain equity ownership levels that we consider meaningful, we require current members of Accenture Leadership to comply with the Accenture Equity Ownership Requirement Policy. This policy requires members of Accenture Leadership to own Accenture equity valued at a multiple (ranging from $\frac{1}{2}$ to 6) of their base compensation determined by their position level.

Dividend Policy

On November 13, 2015, May 13, 2016, November 15, 2016 and May 15, 2017, Accenture plc paid a semi-annual cash dividend of \$1.10, \$1.10, \$1.21 and \$1.21 per share, respectively, on our Class A ordinary shares, and Accenture Holdings plc paid a semi-annual cash dividend of \$1.10, \$1.10, \$1.21 and \$1.21 per share, respectively, on its ordinary shares.

Future dividends on Accenture plc Class A ordinary shares and Accenture Holdings plc ordinary shares, if any, and the timing of declaration of any such dividends, will be at the discretion of the Board of Directors of Accenture plc and will depend on, among other things, our results of operations, cash requirements and surplus, financial condition, contractual restrictions and other factors that the Board of Directors of Accenture plc may deem relevant, as well as our ability to pay dividends in compliance with the Companies Act.

In certain circumstances, as an Irish tax resident company, we may be required to deduct Irish dividend withholding tax ("DWT") (currently at the rate of 20%) from dividends paid to our shareholders. Shareholders resident in "relevant territories" (including countries that are European Union member states (other than Ireland), the United States and other countries with which Ireland has a tax treaty) may be exempted from Irish DWT. However, shareholders residing in other countries will generally be subject to Irish DWT.

Recent Sales of Unregistered Securities

None.

Purchases and Redemptions of Accenture plc Class A Ordinary Shares and Class X Ordinary Shares

The following table provides information relating to our purchases of Accenture plc Class A ordinary shares and redemptions of Accenture plc Class X ordinary shares during the fourth quarter of fiscal 2017. For year-to-date information on all share purchases, redemptions and exchanges by the Company and further discussion of our share purchase activity, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Share Purchases and Redemptions.”

Period	Total Number of Shares Purchased	Average Price Paid per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (3)
				(in millions of U.S. dollars)
June 1, 2017 — June 30, 2017				
Class A ordinary shares	1,358,995	\$ 125.06	1,342,100	\$ 3,528
Class X ordinary shares	4,975	\$ 0.0000225	—	—
July 1, 2017 — July 31, 2017				
Class A ordinary shares	1,871,074	\$ 126.69	1,422,111	\$ 3,337
Class X ordinary shares	103,285	\$ 0.0000225	—	—
August 1, 2017 — August 31, 2017				
Class A ordinary shares	1,729,773	\$ 129.14	1,601,079	\$ 3,119
Class X ordinary shares	155,053	\$ 0.0000225	—	—
Total				
Class A ordinary shares (4)	4,959,842	\$ 127.10	4,365,290	
Class X ordinary shares (5)	263,313	\$ 0.0000225	—	

- (1) Average price paid per share reflects the total cash outlay for the period, divided by the number of shares acquired, including those acquired by purchase or redemption for cash and any acquired by means of employee forfeiture.
- (2) Since August 2001, the Board of Directors of Accenture plc has authorized and periodically confirmed a publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares. During the fourth quarter of fiscal 2017, we purchased 4,365,290 Accenture plc Class A ordinary shares under this program for an aggregate price of \$555 million. The open-market purchase program does not have an expiration date.
- (3) As of August 31, 2017, our aggregate available authorization for share purchases and redemptions was \$3,119 million, which management has the discretion to use for either our publicly announced open-market share purchase program or our other share purchase programs. Since August 2001 and as of August 31, 2017, the Board of Directors of Accenture plc has authorized an aggregate of \$30,100 million for purchases and redemptions of Accenture plc Class A ordinary shares, Accenture Holdings plc ordinary shares or Accenture Canada Holdings Inc. exchangeable shares.
- (4) During the fourth quarter of fiscal 2017, Accenture purchased 594,552 Accenture plc Class A ordinary shares in transactions unrelated to publicly announced share plans or programs. These transactions consisted of acquisitions of Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under our various employee equity share plans. These purchases of shares in connection with employee share plans do not affect our aggregate available authorization for our publicly announced open-market share purchase and our other share purchase programs.
- (5) Accenture plc Class X ordinary shares are redeemable at their par value of \$0.0000225 per share.

Purchases and Redemptions of Accenture Holdings plc Ordinary Shares and Accenture Canada Holdings Inc. Exchangeable Shares

The following table provides additional information relating to our purchases and redemptions of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares for cash during the fourth quarter of fiscal 2017. We believe that the following table and footnotes provide useful information regarding the share purchase and redemption activity of Accenture. Generally, purchases and redemptions of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares for cash and employee forfeitures reduce shares outstanding for purposes of computing diluted earnings per share.

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share (2)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (3)
<u>Accenture Holdings plc</u>				
June 1, 2017 — June 30, 2017	35,652	\$ 123.06	—	—
July 1, 2017 — July 31, 2017	86,970	\$ 126.34	—	—
August 1, 2017 — August 31, 2017	85,833	\$ 129.22	—	—
Total	208,455	\$ 126.96	—	—
<u>Accenture Canada Holdings Inc.</u>				
June 1, 2017 — June 30, 2017	—	\$ —	—	—
July 1, 2017 — July 31, 2017	—	\$ —	—	—
August 1, 2017 — August 31, 2017	—	\$ —	—	—
Total	—	\$ —	—	—

- (1) During the fourth quarter of fiscal 2017, we acquired a total of 208,455 Accenture Holdings plc ordinary shares from current and former members of Accenture Leadership and their permitted transferees by means of purchase or redemption for cash, or employee forfeiture, as applicable. In addition, during the fourth quarter of fiscal 2017, we issued 131,605 Accenture plc Class A ordinary shares upon redemptions of an equivalent number of Accenture Holdings plc ordinary shares pursuant to a registration statement.
- (2) Average price paid per share reflects the total cash outlay for the period, divided by the number of shares acquired, including those acquired by purchase or redemption for cash and any acquired by means of employee forfeiture.
- (3) For a discussion of our aggregate available authorization for share purchases and redemptions through either our publicly announced open-market share purchase program or our other share purchase programs, see the “Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs” column of the “Purchases and Redemptions of Accenture plc Class A Ordinary Shares and Class X Ordinary Shares” table above and the applicable footnote.

ITEM 6. SELECTED FINANCIAL DATA

The data for fiscal 2017, 2016 and 2015 and as of August 31, 2017 and 2016 are derived from the audited Consolidated Financial Statements and related Notes that are included elsewhere in this report. The data for fiscal 2014 and 2013 and as of August 31, 2015, 2014 and 2013 are derived from the audited Consolidated Financial Statements and related Notes that are not included in this report. The selected financial data should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our Consolidated Financial Statements and related Notes included elsewhere in this report.

	Fiscal				
	2017 (1)	2016 (2)	2015 (3)	2014	2013 (4)
(in millions of U.S. dollars)					
Income Statement Data					
Revenues before reimbursements (“Net revenues”)	\$ 34,850	\$ 32,883	\$ 31,048	\$ 30,002	\$ 28,563
Revenues	36,765	34,798	32,914	31,875	30,394
Operating income	4,633	4,810	4,436	4,301	4,339
Net income	3,635	4,350	3,274	3,176	3,555
Net income attributable to Accenture plc	3,445	4,112	3,054	2,941	3,282

- (1) Includes the impact of a \$510 million, pre-tax, Pension settlement charge recorded during fiscal 2017. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2017 Compared to Fiscal 2016—Pension Settlement Charge.”
- (2) Includes the impact of a \$849 million, pre-tax, Gain on sale of businesses recorded during fiscal 2016. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2017 Compared to Fiscal 2016—Gain (loss) on Sale of Businesses.”
- (3) Includes the impact of a \$64 million, pre-tax, Pension settlement charge recorded during fiscal 2015. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2016 Compared to Fiscal 2015—Pension Settlement Charge.”
- (4) Includes the impact of \$274 million in reorganization benefits and \$243 million in U.S. federal tax benefits recorded during fiscal 2013.

	Fiscal				
	2017	2016	2015	2014	2013
Earnings Per Class A Ordinary Share					
Basic	\$ 5.56	\$ 6.58	\$ 4.87	\$ 4.64	\$ 5.08
Diluted	5.44	6.45	4.76	4.52	4.93
Dividends per ordinary share	2.42	2.20	2.04	1.86	1.62

	August 31, 2017	August 31, 2016	August 31, 2015	August 31, 2014	August 31, 2013
	(in millions of U.S. dollars)				
Balance Sheet Data					
Cash and cash equivalents	\$ 4,127	\$ 4,906	\$ 4,361	\$ 4,921	\$ 5,632
Total assets	22,690	20,609	18,203	17,930	16,867
Long-term debt, net of current portion	22	24	26	26	26
Accenture plc shareholders’ equity	8,949	7,555	6,134	5,732	4,960

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with our Consolidated Financial Statements and related Notes included elsewhere in this Annual Report on Form 10-K. This discussion and analysis also contains forward-looking statements and should also be read in conjunction with the disclosures and information contained in "Disclosure Regarding Forward-Looking Statements" and "Risk Factors" in this Annual Report on Form 10-K.

We use the terms "Accenture," "we," the "Company," "our" and "us" in this report to refer to Accenture plc and its subsidiaries. All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31. For example, a reference to "fiscal 2017" means the 12-month period that ended on August 31, 2017. All references to quarters, unless otherwise noted, refer to the quarters of our fiscal year.

We use the term "in local currency" so that certain financial results may be viewed without the impact of foreign currency exchange rate fluctuations, thereby facilitating period-to-period comparisons of business performance. Financial results "in local currency" are calculated by restating current period activity into U.S. dollars using the comparable prior-year period's foreign currency exchange rates. This approach is used for all results where the functional currency is not the U.S. dollar.

Overview

Revenues are driven by the ability of our executives to secure new contracts and to deliver services and solutions that add value relevant to our clients' current needs and challenges. The level of revenues we achieve is based on our ability to deliver market-leading services and solutions and to deploy skilled teams of professionals quickly and on a global basis.

Our results of operations are affected by economic conditions, including macroeconomic conditions and levels of business confidence. There continues to be significant volatility and economic and geopolitical uncertainty in many markets around the world, which may impact our business. We continue to monitor the impact of this volatility and uncertainty and seek to manage our costs in order to respond to changing conditions. There also continues to be volatility in foreign currency exchange rates. The majority of our net revenues are denominated in currencies other than the U.S. dollar, including the Euro and the U.K. pound. Unfavorable fluctuations in foreign currency exchange rates have had and could have in the future a material effect on our financial results.

Revenues before reimbursements ("net revenues") for fiscal 2017 increased 6% in U.S. dollars and 7% in local currency compared to fiscal 2016. Demand for our services and solutions continued to be strong, resulting in growth across most areas of our business. During fiscal 2017, revenue growth in local currency was very strong in Products and strong in Financial Services, while there was solid growth in Communications, Media & Technology and modest growth in Health & Public Service and Resources. We experienced very strong growth in Growth Markets and strong growth in Europe, while growth in North America moderated. Revenue growth in local currency was strong in both outsourcing and consulting during fiscal 2017. While the business environment remained competitive, pricing was relatively stable. We use the term "pricing" to mean the contract profitability or margin on the work that we sell.

In our consulting business, net revenues for fiscal 2017 increased 5% in U.S. dollars and 6% in local currency compared to fiscal 2016. Consulting revenue growth in local currency in fiscal 2017 was led by very strong growth in Products, as well as strong growth in Financial Services and modest growth in Communications, Media & Technology, while Health & Public Service and Resources had slight declines. Our consulting revenue growth continues to be driven by strong demand for digital-, cloud- and security-related services and assisting clients with the adoption of new technologies. In addition, clients continue to be focused on initiatives designed to deliver cost savings and operational efficiency, as well as projects to integrate their global operations and grow and transform their businesses.

In our outsourcing business, net revenues for fiscal 2017 increased 7% in U.S. dollars and 8% in local currency compared to fiscal 2016. Outsourcing revenue growth in local currency in fiscal 2017 was led by very strong growth in Products, as well as strong growth in Health & Public Service, Communications, Media & Technology and Financial Services and solid growth in Resources. We continue to experience growing demand to assist clients with cloud enablement and the operation and maintenance of digital-related services. In addition, clients continue to be focused on transforming their operations to improve effectiveness and cost efficiency.

As we are a global company, our revenues are denominated in multiple currencies and may be significantly affected by currency exchange rate fluctuations. If the U.S. dollar strengthens against other currencies, resulting in unfavorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be lower. If the U.S. dollar weakens against other currencies, resulting in favorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be higher. Compared to fiscal 2016, the U.S. dollar strengthened against various currencies during fiscal 2017, resulting in unfavorable currency translation and U.S. dollar revenue

growth that was approximately 1% lower than our revenue growth in local currency for the year. However, when compared to the three months ended August 31, 2016, the U.S. dollar weakened against various currencies resulting in minimal currency translation impact during the fourth quarter of fiscal 2017. Assuming that exchange rates stay within recent ranges, we estimate that our full fiscal 2018 revenue growth in U.S. dollars will be approximately 3% higher than our revenue growth in local currency.

The primary categories of operating expenses include Cost of services, Sales and marketing and General and administrative costs. Cost of services is primarily driven by the cost of client-service personnel, which consists mainly of compensation, subcontractor and other personnel costs, and non-payroll costs on outsourcing contracts. Cost of services includes a variety of activities such as: contract delivery; recruiting and training; software development; and integration of acquisitions. Sales and marketing costs are driven primarily by: compensation costs for business development activities; marketing- and advertising-related activities; and certain acquisition-related costs. General and administrative costs primarily include costs for non-client-facing personnel, information systems, office space and certain acquisition-related costs.

Utilization for fiscal 2017 was 91%, flat with fiscal 2016. We continue to hire to meet current and projected future demand. We proactively plan and manage the size and composition of our workforce and take actions as needed to address changes in the anticipated demand for our services and solutions, given that compensation costs are the most significant portion of our operating expenses. Based on current and projected future demand, we have increased our headcount, the majority of which serve our clients, to approximately 425,000 as of August 31, 2017, compared to approximately 384,000 as of August 31, 2016. The year-over-year increase in our headcount reflects an overall increase in demand for our services and solutions, as well as headcount added in connection with acquisitions. Attrition, excluding involuntary terminations, for fiscal 2017 was 14%, flat with fiscal 2016. We evaluate voluntary attrition, adjust levels of new hiring and use involuntary terminations as means to keep our supply of skills and resources in balance with changes in client demand. In addition, we adjust compensation in certain skill sets and geographies in order to attract and retain appropriate numbers of qualified employees. For the majority of our personnel, compensation increases become effective December 1st of each fiscal year. We strive to adjust pricing and/or the mix of resources to reduce the impact of compensation increases on our gross margin. Our ability to grow our revenues and maintain or increase our margin could be adversely affected if we are unable to: keep our supply of skills and resources in balance with changes in the types or amounts of services and solutions clients are demanding; recover increases in compensation; deploy our employees globally on a timely basis; manage attrition; and/or effectively assimilate and utilize new employees.

Gross margin (Net revenues less Cost of services before reimbursable expenses as a percentage of net revenues) for fiscal 2017 was 31.7%, compared with 31.3% for fiscal 2016. The increase in gross margin for fiscal 2017 was principally due to lower labor costs as a percentage of net revenues compared to the same period in fiscal 2016.

Sales and marketing and General and administrative costs as a percentage of net revenues were 16.9% for fiscal 2017, compared with 16.6% for fiscal 2016. We continuously monitor these costs and implement cost-management actions, as appropriate. For fiscal 2017 compared to fiscal 2016, Sales and marketing costs as a percentage of net revenues decreased 10 basis points, and General and administrative costs as a percentage of net revenues increased 40 basis points, principally due to higher technology and facilities costs, as well as higher acquisition-related costs.

During fiscal 2017, we recorded a \$510 million pension settlement charge and related \$198 million reduction in taxes for the U.S. pension plan termination. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating margin (Operating income as a percentage of Net revenues) for fiscal 2017 was 13.3%, compared with 14.6% for fiscal 2016. The pension settlement charge decreased operating margin by 150 basis points for fiscal 2017. Excluding the effect of the pension settlement charge, operating margin for fiscal 2017 would have been 14.8%.

During fiscal 2016, we recorded a \$548 million gain on sale of business and \$56 million in taxes related to the divestiture of our Navitaire business, as well as a \$301 million gain on sale of business and \$48 million in taxes related to the partial divestiture of our Duck Creek business. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

The effective tax rate for fiscal 2017 was 21.3%, compared with 22.4% for fiscal 2016. Absent the pension settlement charge and related taxes described above, our effective tax rate for fiscal 2017 would have been 23.0%. Absent the gain on sale of our Navitaire and Duck Creek businesses and related taxes described above, our effective tax rate for fiscal 2016 would have been 24.2%. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Diluted earnings per share were \$5.44 for fiscal 2017, compared with \$6.45 for fiscal 2016. The pension settlement charge, net of taxes, decreased diluted earnings per share by \$0.47 in fiscal 2017. The gain on sale of businesses, net of taxes, increased diluted earnings per share by \$1.11 in fiscal 2016. Excluding these impacts, diluted earnings per share would have been \$5.91 and \$5.34 for fiscal 2017 and 2016, respectively.

We have presented operating income, operating margin, effective tax rate and diluted earnings per share excluding the impacts of the fiscal 2017 pension settlement charge and the fiscal 2016 gain on sale of businesses, as we believe doing so facilitates understanding as to both the impacts of these items and our operating performance in comparison to the prior period.

Our operating income and diluted earnings per share are affected by currency exchange rate fluctuations on revenues and costs. Most of our costs are incurred in the same currency as the related net revenues. Where practical, we seek to manage foreign currency exposure for costs not incurred in the same currency as the related net revenues, such as the costs associated with our global delivery model, by using currency protection provisions in our customer contracts and through our hedging programs. We seek to manage our costs, taking into consideration the residual positive and negative effects of changes in foreign exchange rates on those costs. For more information on our hedging programs, see Note 7 (Derivative Financial Instruments) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Bookings and Backlog

New bookings for fiscal 2017 were \$37.4 billion, with consulting bookings of \$19.8 billion and outsourcing bookings of \$17.6 billion.

We provide information regarding our new bookings, which include new contracts, including those acquired through acquisitions, as well as renewals, extensions and changes to existing contracts, because we believe doing so provides useful trend information regarding changes in the volume of our new business over time. New bookings can vary significantly quarter to quarter depending in part on the timing of the signing of a small number of large outsourcing contracts. The types of services and solutions clients are demanding and the pace and level of their spending may impact the conversion of new bookings to revenues. For example, outsourcing bookings, which are typically for multi-year contracts, generally convert to revenue over a longer period of time compared to consulting bookings. Information regarding our new bookings is not comparable to, nor should it be substituted for, an analysis of our revenues over time. New bookings involve estimates and judgments. There are no third-party standards or requirements governing the calculation of bookings. We do not update our new bookings for material subsequent terminations or reductions related to bookings originally recorded in prior fiscal years. New bookings are recorded using then-existing foreign currency exchange rates and are not subsequently adjusted for foreign currency exchange rate fluctuations.

The majority of our contracts are terminable by the client on short notice, and some without notice. Accordingly, we do not believe it is appropriate to characterize bookings attributable to these contracts as backlog. Normally, if a client terminates a project, the client remains obligated to pay for commitments we have made to third parties in connection with the project, services performed and reimbursable expenses incurred by us through the date of termination.

Critical Accounting Policies and Estimates

The preparation of our Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenues and expenses. We continually evaluate our estimates, judgments and assumptions based on available information and experience. Because the use of estimates is inherent in the financial reporting process, actual results could differ from those estimates. Certain of our accounting policies require higher degrees of judgment than others in their application. These include certain aspects of accounting for revenue recognition and income taxes.

Revenue Recognition

Our contracts have different terms based on the scope, deliverables and complexity of the engagement, the terms of which frequently require us to make judgments and estimates in recognizing revenues. We have many types of contracts, including time-and-materials contracts, fixed-price contracts and contracts with features of both of these contract types. In addition, some contracts include incentives related to costs incurred, benefits produced or adherence to schedules that may increase the variability in revenues and margins earned on such contracts. We conduct rigorous reviews prior to signing such contracts to evaluate whether these incentives are reasonably achievable.

We recognize revenues from technology integration consulting contracts using the percentage-of-completion method of accounting, which involves calculating the percentage of services provided during the reporting period compared with the total estimated services to be provided over the duration of the contract. Our contracts for technology integration consulting services generally span six months to two years. Estimated revenues used in applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenues and costs are continuously monitored during the term of the contract, and recorded revenues and estimated costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenues and income and are reflected in the Consolidated Financial Statements in the periods in which they are first identified. If our estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the amount by which the estimated total direct and indirect costs of the contract exceed the estimated total revenues that will be generated by the contract and are included in Cost of services and classified in Other accrued liabilities.

Revenues from contracts for non-technology integration consulting services with fees based on time and materials or cost-plus are recognized as the services are performed and amounts are earned. We consider amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectibility is reasonably assured. In such contracts, our efforts, measured by time incurred, typically are provided in less than a year and represent the contractual milestones or output measure, which is the contractual earnings pattern. For non-technology integration consulting contracts with fixed fees, we recognize revenues as amounts become billable in accordance with contract terms, provided the billable amounts are not contingent, are consistent with the services delivered and are earned. Contingent or incentive revenues relating to non-technology integration consulting contracts are recognized when the contingency is satisfied and we conclude the amounts are earned.

Outsourcing contracts typically span several years and involve complex delivery, often through multiple workforces in different countries. In a number of these arrangements, we hire client employees and become responsible for certain client obligations. Revenues are recognized on outsourcing contracts as amounts become billable in accordance with contract terms, unless the amounts are billed in advance of performance of services, in which case revenues are recognized when the services are performed and amounts are earned. Revenues from time-and-materials or cost-plus contracts are recognized as the services are performed. In such contracts, our effort, measured by time incurred, represents the contractual milestones or output measure, which is the contractual earnings pattern. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from fixed-price contracts are recognized on a straight-line basis, unless revenues are earned and obligations are fulfilled in a different pattern. Outsourcing contracts can also include incentive payments for benefits delivered to clients. Revenues relating to such incentive payments are recorded when the contingency is satisfied and we conclude the amounts are earned. We continuously review and reassess our estimates of contract profitability. Circumstances that potentially affect profitability over the life of the contract include decreases in volumes of transactions or other inputs/outputs on which we are paid, failure to deliver agreed benefits, variances from planned internal/external costs to deliver our services and other factors affecting revenues and costs.

Costs related to delivering outsourcing services are expensed as incurred, with the exception of certain transition costs related to the set-up of processes, personnel and systems, which are deferred during the transition period and expensed evenly over the period outsourcing services are provided. The deferred costs are specific internal costs or

incremental external costs directly related to transition or set-up activities necessary to enable the outsourced services. Generally, deferred amounts are protected in the event of early termination of the contract and are monitored regularly for impairment. Impairment losses are recorded when projected remaining undiscounted operating cash flows of the related contract are not sufficient to recover the carrying amount of contract assets. Amounts billable to the client for transition or set-up activities are deferred and recognized as revenue evenly over the period outsourcing services are provided. Contract acquisition and origination costs are expensed as incurred.

We enter into contracts that may consist of multiple deliverables. These contracts may include any combination of technology integration consulting services, non-technology integration consulting services or outsourcing services described above. Revenues for contracts with multiple deliverables are allocated based on the lesser of the element's relative selling price or the amount that is not contingent on future delivery of another deliverable. The selling price of each deliverable is determined by obtaining third party evidence of the selling price for the deliverable and is based on the price charged when largely similar services are sold on a standalone basis by the Company to similarly situated customers. If the amount of non-contingent revenues allocated to a deliverable accounted for under the percentage-of-completion method of accounting is less than the costs to deliver such services, then such costs are deferred and recognized in future periods when the revenues become non-contingent. Revenues are recognized in accordance with our accounting policies for the separate deliverables when the services have value on a stand-alone basis, selling price of the separate deliverables exists and, in arrangements that include a general right of refund relative to the completed deliverable, performance of the in-process deliverable is considered probable and substantially in our control. While determining fair value and identifying separate deliverables require judgment, generally fair value and the separate deliverables are readily identifiable as we also sell those deliverables unaccompanied by other deliverables.

Revenues recognized in excess of billings are recorded as Unbilled services. Billings in excess of revenues recognized are recorded as Deferred revenues until revenue recognition criteria are met. Client prepayments (even if nonrefundable) are deferred and recognized over future periods as services are delivered or performed.

Our consulting revenues are affected by the number of work days in a fiscal quarter, which in turn is affected by the level of vacation days and holidays. Consequently, since our first and third quarters typically have approximately 5-10% more work days than our second and fourth quarters, our consulting revenues are typically higher in our first and third quarters than in our second and fourth quarters.

Net revenues include the margin earned on computer hardware, software and related services resale contracts, as well as revenues from alliance agreements, neither of which is material to us. Reimbursements include billings for travel and other out-of-pocket expenses and third-party costs, such as the cost of hardware, software and related services resales. In addition, Reimbursements include allocations from gross billings to record an amount equivalent to reimbursable costs, where billings do not specifically identify reimbursable expenses. We report revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Income Taxes

Determining the consolidated provision for income tax expense, income tax liabilities and deferred tax assets and liabilities involves judgment. Deferred tax assets and liabilities, measured using enacted tax rates, are recognized for the future tax consequences of temporary differences between the tax and financial statement bases of assets and liabilities. As a global company, we calculate and provide for income taxes in each of the tax jurisdictions in which we operate. This involves estimating current tax exposures in each jurisdiction as well as making judgments regarding the recoverability of deferred tax assets. Tax exposures can involve complex issues and may require an extended period to resolve. In assessing the realizability of deferred tax assets, we consider whether it is more likely than not that some portion or all of the deferred tax assets will not be realized and adjust the valuation allowances accordingly. Factors considered in making this determination include the period of expiration of the tax asset, planned use of the tax asset, tax planning strategies and historical and projected taxable income as well as tax liabilities for the tax jurisdiction in which the tax asset is located. Valuation allowances will be subject to change in each future reporting period as a result of changes in one or more of these factors. Changes in the geographic mix or estimated level of annual income before taxes can affect the overall effective tax rate.

We apply an estimated annual effective tax rate to our quarterly operating results to determine the interim provision for income tax expense. A change in judgment that impacts the measurement of a tax position taken in a prior year is recognized as a discrete item in the interim period in which the change occurs. In the event there is a significant unusual or infrequent item recognized in our quarterly operating results, the tax attributable to that item is recorded in the interim period in which it occurs.

No taxes have been provided on undistributed foreign earnings that are planned to be indefinitely reinvested. If future events, including material changes in estimates of cash, working capital and long-term investment requirements, necessitate that these earnings be distributed, an additional provision for taxes may apply, which could materially affect our future effective tax rate. During fiscal 2015, the Company distributed substantially all of the earnings of its U.S. subsidiaries that were previously considered indefinitely reinvested and recorded a tax liability of \$247 million for withholding taxes payable on this distribution. We currently do not foresee any event that would require us to distribute any remaining undistributed earnings. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

As a matter of course, we are regularly audited by various taxing authorities, and sometimes these audits result in proposed assessments where the ultimate resolution may result in us owing additional taxes. We establish tax liabilities or reduce tax assets for uncertain tax positions when, despite our belief that our tax return positions are appropriate and supportable under local tax law, we believe we may not succeed in realizing the tax benefit of certain positions if challenged. In evaluating a tax position, we determine whether it is more likely than not that the position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. Our estimate of the ultimate tax liability contains assumptions based on past experiences, judgments about potential actions by taxing jurisdictions as well as judgments about the likely outcome of issues that have been raised by taxing jurisdictions. The tax position is measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon settlement. We evaluate these uncertain tax positions each quarter and adjust the related tax liabilities or assets in light of changing facts and circumstances, such as the progress of a tax audit or the expiration of a statute of limitations. We believe the estimates and assumptions used to support our evaluation of uncertain tax positions are reasonable. However, final determinations of prior-year tax liabilities, either by settlement with tax authorities or expiration of statutes of limitations, could be materially different from estimates reflected in assets and liabilities and historical income tax provisions. The outcome of these final determinations could have a material effect on our income tax provision, net income, or cash flows in the period in which that determination is made. We believe our tax positions comply with applicable tax law and that we have adequately accounted for uncertain tax positions.

Revenues by Segment/Operating Group

Our five reportable operating segments are our operating groups, which are Communications, Media & Technology; Financial Services; Health & Public Service; Products; and Resources. Operating groups are managed on the basis of net revenues because our management believes net revenues are a better indicator of operating group performance than revenues. In addition to reporting net revenues by operating group, we also report net revenues by two types of work: consulting and outsourcing, which represent the services sold by our operating groups. Consulting net revenues, which include strategy, management and technology consulting and systems integration, reflect a finite, distinct project or set of projects with a defined outcome and typically a defined set of specific deliverables. Outsourcing net revenues typically reflect ongoing, repeatable services or capabilities provided to transition, run and/or manage operations of client systems or business functions.

From time to time, our operating groups work together to sell and implement certain contracts. The resulting revenues and costs from these contracts may be apportioned among the participating operating groups. Generally, operating expenses for each operating group have similar characteristics and are subject to the same factors, pressures and challenges. However, the economic environment and its effects on the industries served by our operating groups affect revenues and operating expenses within our operating groups to differing degrees. The mix between consulting and outsourcing is not uniform among our operating groups. Local currency fluctuations also tend to affect our operating groups differently, depending on the geographic concentrations and locations of their businesses.

While we provide discussion about our results of operations below, we cannot measure how much of our revenue growth in a particular period is attributable to changes in price or volume. Management does not track standard measures of unit or rate volume. Instead, our measures of volume and price are extremely complex, as each of our services contracts is unique, reflecting a customized mix of specific services that does not fit into standard comparability measurements. Revenue for our services is a function of the nature of each service to be provided, the skills required and the outcome sought, as well as estimated cost, risk, contract terms and other factors.

Results of Operations for Fiscal 2017 Compared to Fiscal 2016

Net revenues (by operating group, geographic region and type of work) and reimbursements were as follows:

	Fiscal		Percent Increase U.S. Dollars	Percent Increase Local Currency	Percent of Total Net Revenues for Fiscal	
	2017	2016			2017	2016
(in millions of U.S. dollars)						
OPERATING GROUPS						
Communications, Media & Technology	\$ 6,885	\$ 6,616	4%	4%	20%	20%
Financial Services	7,394	7,031	5	7	21	21
Health & Public Service	6,178	5,987	3	3	18	18
Products	9,500	8,395	13	14	27	26
Resources	4,847	4,839	—	1	14	15
Other	46	15	n/m	n/m	—	—
TOTAL NET REVENUES	34,850	32,883	6%	7%	100%	100%
Reimbursements	1,915	1,915	—			
TOTAL REVENUES	\$ 36,765	\$ 34,798	6%			
GEOGRAPHIC REGIONS						
North America	\$ 16,291	\$ 15,653	4%	4%	47%	48%
Europe	11,933	11,448	4	8	34	35
Growth Markets	6,626	5,781	15	12	19	17
TOTAL NET REVENUES	\$ 34,850	\$ 32,883	6%	7%	100%	100%
TYPE OF WORK						
Consulting	\$ 18,754	\$ 17,868	5%	6%	54%	54%
Outsourcing	16,096	15,015	7	8	46	46
TOTAL NET REVENUES	\$ 34,850	\$ 32,883	6%	7%	100%	100%

n/m = not meaningful

Amounts in table may not total due to rounding.

Our business in the United States represented 45%, 46% and 43% of our consolidated net revenues during fiscal 2017, 2016 and 2015, respectively. No other country individually comprised 10% or more of our consolidated net revenues during these periods.

Net Revenues

We have changed the structure of our Communications, Media & Technology operating group to reflect the continued convergence of the communications, media and entertainment industries, as well as the opportunity we are seeing in the software and platform sectors. The new structure includes the following industry groups: Communications & Media (Telecommunications, Cable, Broadcasting and Content & Publishing); Software & Platforms (Internet & Social and Software); and High Tech (Network Equipment Providers, Aerospace & Defense, Consumer Technology, Semiconductor, Medical Equipment and Enterprise Markets). The following net revenues commentary discusses local currency net revenue changes for fiscal 2017 compared to fiscal 2016:

Operating Groups

- Communications, Media & Technology net revenues increased 4% in local currency, led by Software & Platforms in North America, as well as growth across all industry groups in Growth Markets. This growth was partially offset by a decline in Communications & Media in Europe, as disruptions in the market continue to impact demand.
- Financial Services net revenues increased 7% in local currency, led by Banking & Capital Markets in Europe and Growth Markets.
- Health & Public Service net revenues increased 3% in local currency, driven by Public Service in Growth Markets and Europe.

- Products net revenues increased 14% in local currency, driven by very strong growth across all industry groups and geographic regions, led by Consumer Goods, Retail & Travel Services, as well as Life Sciences in North America and Industrial in Europe.
- Resources net revenues increased 1% in local currency, led by Utilities in Europe, partially offset by declines in Energy across all geographic regions.

Geographic Regions

- North America net revenues increased 4% in local currency, driven by the United States.
- Europe net revenues increased 8% in local currency, led by the United Kingdom and Germany, as well as France, Spain and Switzerland.
- Growth Markets net revenues increased 12% in local currency, led by Japan, as well as Australia, Singapore and China.

Operating Expenses

Operating expenses for fiscal 2017 increased \$2,146 million, or 7%, over fiscal 2016, and increased as a percentage of revenues to 87.4% from 86.2% during this period. Operating expenses before reimbursable expenses for fiscal 2017 increased \$2,145 million, or 8%, over fiscal 2016, and increased as a percentage of net revenues to 86.7% from 85.4% during this period.

Cost of Services

Cost of services for fiscal 2017 increased \$1,215 million, or 5%, over fiscal 2016, and decreased as a percentage of revenues to 70.0% from 70.5% during this period. Cost of services before reimbursable expenses for fiscal 2017 increased \$1,214 million, or 5%, over fiscal 2016, and decreased as a percentage of net revenues to 68.3% from 68.7% during this period. Gross margin for fiscal 2017 increased to 31.7% from 31.3% in fiscal 2016. The increase in gross margin for fiscal 2017 was principally due to lower labor costs as a percentage of net revenues, compared to fiscal 2016.

Sales and Marketing

Sales and marketing expense for fiscal 2017 increased \$174 million, or 5%, over fiscal 2016, and decreased as a percentage of net revenues to 10.8% from 10.9% during this period.

General and Administrative Costs

General and administrative costs for fiscal 2017 increased \$247 million, or 13%, over fiscal 2016, and increased as a percentage of net revenues to 6.1% from 5.7% during this period. The increase as a percentage of net revenues was principally due to higher technology and facilities costs, as well as higher acquisition-related costs.

Pension Settlement Charge

We recorded a pension settlement charge of \$510 million during fiscal 2017 as a result of the termination of our U.S. pension plan. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Income and Operating Margin

Operating income for fiscal 2017 decreased \$178 million, or 4%, from fiscal 2016. The pension settlement charge decreased operating margin by 150 basis points. Excluding the effect of this charge, operating margin for fiscal 2017 increased 20 basis points compared with fiscal 2016.

Operating income and operating margin for each of the operating groups were as follows:

	Fiscal				
	2017		2016		Increase (Decrease)
	Operating Income	Operating Margin	Operating Income	Operating Margin	
	(in millions of U.S. dollars)				
Communications, Media & Technology	\$ 1,049	15%	\$ 966	15%	\$ 83
Financial Services	1,207	16	1,128	16	80
Health & Public Service	773	13	807	13	(34)
Products	1,559	16	1,282	15	276
Resources	555	11	628	13	(73)
Pension Settlement Charge (1)	(510)	—	—	—	(510)
Operating Income (GAAP)	\$ 4,633	13.3%	\$ 4,810	14.6%	\$ (178)
Pension Settlement Charge (1)	510		—		510
Adjusted Operating Income (non-GAAP)	\$ 5,142	14.8%	\$ 4,810	14.6%	\$ 332

Amounts in table may not total due to rounding.

(1) Represents pension settlement charge related to the termination of our U.S. pension plan.

We estimate that the aggregate percentage impact of foreign currency exchange rates on our operating income during fiscal 2017 was similar to that disclosed for net revenue. In addition, during fiscal 2017, each operating group experienced higher costs associated with acquisition activity. The commentary below provides insight into other factors affecting operating group performance and operating margin for fiscal 2017 compared with fiscal 2016:

- Communications, Media & Technology operating income increased primarily due to revenue growth.
- Financial Services operating income increased primarily due to revenue growth.
- Health & Public Service operating income decreased primarily due to lower outsourcing contract profitability and a decline in consulting revenues.
- Products operating income increased principally due to very strong revenue growth, as well as higher consulting contract profitability.
- Resources operating income decreased due to lower consulting contract profitability and a decline in consulting revenue.

Other Income (Expense), net

Other income (expense), net primarily consists of foreign currency gains and losses as well as gains and losses associated with our investments in privately held companies. During fiscal 2017, other expense decreased \$31 million from fiscal 2016, primarily due to lower net foreign exchange losses.

Gain (Loss) on Sale of Businesses

We recorded a gain from the Navitaire divestiture of \$548 million and a gain from the Duck Creek partial divestiture of \$301 million during fiscal 2016. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Provision for Income Taxes

The effective tax rate for fiscal 2017 was 21.3%, compared with 22.4% for fiscal 2016. Absent the pension settlement charge of \$510 million and related tax impact of \$198 million, the effective tax rate for fiscal 2017 would have been 23.0%. Absent the gain on sale of businesses of \$849 million and related tax impact of \$104 million, the effective tax rate for fiscal 2016 would have been 24.2%. The effective tax rate for fiscal 2017 benefited from the final determination of prior-year U.S. taxes, other adjustments to prior year tax liabilities, and the recognition of excess tax benefits from share based payments as a result of our adoption of ASU No. 2016-09. This was partially offset by a net increase to prior-year non-U.S. tax liabilities, primarily related to a final assessment of prior-year taxes in Switzerland. The fiscal 2016 effective tax rate also benefited from the final determination of prior-year U.S. taxes. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

Net Income Attributable to Noncontrolling Interests

Net income attributable to noncontrolling interests reflects the income earned or expense incurred attributable to the equity interest that some current and former members of Accenture Leadership and their permitted transferees have in our Accenture Holdings plc and Accenture Canada Holdings Inc. subsidiaries. See “Business—Organizational Structure.” Net income attributable to Accenture plc represents the income attributable to the shareholders of Accenture plc. Noncontrolling interests also includes amounts primarily attributable to noncontrolling shareholders in our Avanade Inc. subsidiary.

Net income attributable to noncontrolling interests for fiscal 2017 decreased \$48 million, or 20%, from fiscal 2016. The decrease was due to lower net income of \$715 million, primarily driven by the pension settlement charge recorded during fiscal 2017 as well as the gain on sale of businesses recorded during fiscal 2016.

Earnings Per Share

Diluted earnings per share were \$5.44 for fiscal 2017, compared with \$6.45 for fiscal 2016. The \$1.01 decrease in our diluted earnings per share included both the impact of the pension settlement charge, net of taxes, which decreased diluted earnings per share for fiscal 2017 by \$0.47 and the impact of the gain on sale of businesses, net of taxes, which increased diluted earnings per share for fiscal 2016 by \$1.11. Excluding these impacts, diluted earnings per share would have been \$5.91 and \$5.34 for fiscal 2017 and 2016, respectively, an increase of \$0.57 due to increases of \$0.38 from higher revenues and operating results, \$0.09 from a lower effective tax rate, \$0.06 from lower weighted average shares outstanding and \$0.04 from lower non-operating expense. For information regarding our earnings per share calculations, see Note 2 (Earnings Per Share) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

Results of Operations for Fiscal 2016 Compared to Fiscal 2015

Net revenues (by operating group, geographic region and type of work) and reimbursements were as follows:

	Fiscal		Percent Increase (Decrease) U.S. Dollars	Percent Increase Local Currency	Percent of Total Net Revenues for Fiscal	
	2016	2015			2016	2015
(in millions of U.S. dollars)						
OPERATING GROUPS						
Communications, Media & Technology	\$ 6,616	\$ 6,349	4%	9%	20%	20%
Financial Services	7,031	6,635	6	11	21	21
Health & Public Service	5,987	5,463	10	12	18	18
Products	8,395	7,596	11	15	26	25
Resources	4,839	4,989	(3)	3	15	16
Other	15	17	n/m	n/m	—	—
TOTAL NET REVENUES	32,883	31,048	6%	10%	100%	100%
Reimbursements	1,915	1,866	3			
TOTAL REVENUES	\$ 34,798	\$ 32,914	6%			
GEOGRAPHIC REGIONS						
North America	\$ 15,653	\$ 14,209	10%	11%	48%	46%
Europe	11,448	10,930	5	11	35	35
Growth Markets	5,781	5,909	(2)	8	17	19
TOTAL NET REVENUES	\$ 32,883	\$ 31,048	6%	10%	100%	100%
TYPE OF WORK						
Consulting	\$ 17,868	\$ 16,204	10%	15%	54%	52%
Outsourcing	15,015	14,844	1	6	46	48
TOTAL NET REVENUES	\$ 32,883	\$ 31,048	6%	10%	100%	100%

n/m = not meaningful

Amounts in table may not total due to rounding.

Net Revenues

The following net revenues commentary discusses local currency net revenue changes for fiscal 2016 compared to fiscal 2015:

Operating Groups

- Communications, Media & Technology net revenues increased 9% in local currency. Net revenues reflected strong growth, driven by growth across all industry groups in North America and Growth Markets, as well as Media & Entertainment in Europe.
- Financial Services net revenues increased 11% in local currency. Net revenues reflected very strong growth, driven by growth in both industry groups across all geographic regions, led by Banking & Capital Markets in Europe.
- Health & Public Service net revenues increased 12% in local currency. Net revenues reflected very strong growth, driven by growth in both industry groups across all geographic regions, led by Public Service and Health in North America.
- Products net revenues increased 15% in local currency. Net revenues reflected very strong growth, driven by growth across all industry groups and geographic regions, led by Consumer Goods, Retail & Travel Services, as well as Industrial in Europe and Life Sciences in North America.

- Resources net revenues increased 3% in local currency. Net revenues reflected modest growth, as significant growth in Utilities across all geographic regions was largely offset by declines in Chemicals & Natural Resources in Growth Markets and North America and Energy in Europe and Growth Markets. We experienced lower or negative revenue growth in Chemicals & Natural Resources and Energy, principally due to economic challenges in these industries.

Geographic Regions

- North America net revenues increased 11% in local currency, driven by the United States.
- Europe net revenues increased 11% in local currency, driven by the United Kingdom, Italy, Switzerland, Spain, Germany and France.
- Growth Markets net revenues increased 8% in local currency, led by Japan, as well as China, India, South Africa and Mexico.

Operating Expenses

Operating expenses for fiscal 2016 increased \$1,509 million, or 5%, over fiscal 2015, and decreased as a percentage of revenues to 86.2% from 86.5% in fiscal 2015. Operating expenses before reimbursable expenses for fiscal 2016 increased \$1,460 million, or 5%, over fiscal 2015, and decreased as a percentage of net revenues to 85.4% from 85.7% in fiscal 2015.

Cost of Services

Cost of services for fiscal 2016 increased \$1,415 million, or 6%, over fiscal 2015, and increased as a percentage of revenues to 70.5% from 70.2% in fiscal 2015. Cost of services before reimbursable expenses for fiscal 2016 increased \$1,367 million, or 6%, over fiscal 2015, and increased as a percentage of net revenues to 68.7% from 68.4% in fiscal 2015. Gross margin for fiscal 2016 decreased to 31.3% from 31.6% in fiscal 2015. The reduction in gross margin for fiscal 2016 was principally due to higher labor costs and higher costs associated with acquisition activities compared to fiscal 2015.

Sales and Marketing

Sales and marketing expense for fiscal 2016 increased \$75 million, or 2%, over fiscal 2015, and decreased as a percentage of net revenues to 10.9% from 11.3% in fiscal 2015. The decrease as a percentage of net revenues was principally due to improved operational efficiency in our business development activities.

General and Administrative Costs

General and administrative costs for fiscal 2016 increased \$83 million, or 5%, over fiscal 2015, and decreased as a percentage of net revenues to 5.7% from 5.8% in fiscal 2015.

Pension Settlement Charge

We recorded a pension settlement charge of \$64 million during fiscal 2015 as a result of lump sum cash payments made from our U.S. defined benefit pension plan to former employees who elected to receive such payments. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Income and Operating Margin

Operating income for fiscal 2016 increased \$375 million, or 8%, over fiscal 2015. During fiscal 2015, we recorded a pension settlement charge of \$64 million, which decreased operating margin by 20 basis points. Excluding the effect of the fiscal 2015 pension settlement charge, operating margin for fiscal 2016 increased 10 basis points compared with fiscal 2015.

Operating income and operating margin for each of the operating groups were as follows:

	Fiscal				Increase (Decrease)
	2016		2015		
	Operating Income	Operating Margin	Operating Income	Operating Margin	
(in millions of U.S. dollars)					
Communications, Media & Technology	\$ 966	15%	\$ 884	14%	\$ 82
Financial Services	1,128	16	1,093	16	35
Health & Public Service	807	13	713	13	94
Products	1,282	15	1,098	14	184
Resources	628	13	713	14	(85)
Pension Settlement Charge (1)	—	—	(64)	—	64
Operating Income (GAAP)	\$ 4,810	14.6%	\$ 4,436	14.3%	\$ 374
Pension Settlement Charge (1)	—		64		(64)
Adjusted Operating Income (non-GAAP)	\$ 4,810	14.6%	\$ 4,500	14.5%	\$ 310

Amounts in table may not total due to rounding.

- (1) Represents pension settlement charge related to lump sum cash payment from plan assets offered to eligible former employees.

We estimate that the aggregate percentage impact of foreign currency exchange rates on our operating income during fiscal 2016 was similar to that disclosed for net revenue. In addition, during fiscal 2016, each operating group experienced higher costs associated with acquisition activity. The commentary below provides insight into other factors affecting operating group performance and operating margin for fiscal 2016 compared with fiscal 2015:

- Communications, Media & Technology operating income increased primarily due to higher contract profitability and consulting revenue growth.
- Financial Services operating income increased primarily due to consulting revenue growth.
- Health & Public Service operating income increased due to revenue growth and higher contract profitability.
- Products operating income increased due to very significant consulting revenue growth and lower sales and marketing costs as a percentage of net revenues.
- Resources operating income decreased due to lower outsourcing contract profitability, partially offset by lower sales and marketing costs as a percentage of net revenues.

Other Income (Expense), net

Other income (expense), net primarily consists of foreign currency gains and losses as well as gains and losses associated with our investments in privately held companies. During fiscal 2016, Other expense, net increased \$25 million over fiscal 2015, primarily due to higher net foreign exchange losses, including losses incurred on the devaluation of the Nigerian Naira.

Gain (Loss) on Sale of Businesses

We recorded a gain from the Navitaire divestiture of \$548 million and a gain from the Duck Creek partial divestiture of \$301 million during fiscal 2016. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Provision for Income Taxes

The effective tax rate for fiscal 2016 was 22.4%, compared with 25.8% for fiscal 2015. Absent the \$849 million gain on sale of businesses and related \$104 million in taxes recorded during fiscal 2016, the effective tax rate for fiscal 2016 would have been 24.2%. Absent the \$64 million pension settlement charge and related \$25 million in taxes recorded during fiscal 2015, the effective tax rate for fiscal 2015 would have been 26.0%. The effective tax rate for fiscal 2016 benefited from a final determination of U.S. federal taxes for fiscal 2012. The effective tax rate for fiscal 2015 benefited from a final determination of U.S. federal taxes for fiscal years 2010 and 2011. This was offset by expenses associated with an increase in deferred tax liabilities during fiscal 2015, when we concluded that certain undistributed earnings of our U.S. subsidiaries would no longer be considered indefinitely reinvested. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Net Income Attributable to Noncontrolling Interests

Net income attributable to noncontrolling interests reflects the income earned or expense incurred attributable to the equity interest that some current and former members of Accenture Leadership and their permitted transferees have in our Accenture Holdings plc and Accenture Canada Holdings Inc. subsidiaries. See "Business—Organizational Structure." Net income attributable to Accenture plc represents the income attributable to the shareholders of Accenture plc. Noncontrolling interests also includes amounts primarily attributable to noncontrolling shareholders in our Avanade Inc. subsidiary.

Net income attributable to noncontrolling interests for fiscal 2016 increased \$18 million, or 8%, over fiscal 2015. The increase was due to higher net income of \$1,076 million, primarily driven by the gain on sale of businesses, partially offset by a reduction in the Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares average noncontrolling ownership interest during fiscal 2016.

Earnings Per Share

Diluted earnings per share were \$6.45 for fiscal 2016, compared with \$4.76 for fiscal 2015. The \$1.69 increase in our diluted earnings per share included the impact of the gain on sale of businesses, net of taxes, which increased diluted earnings per share for fiscal 2016 by \$1.11 and the impact of the pension settlement charge, net of taxes, which decreased diluted earnings per share for fiscal 2015 by \$0.06. Excluding these impacts, diluted earnings per share for fiscal 2016 increased \$0.52 compared with fiscal 2015, due to increases of \$0.34 from higher revenues and operating results, \$0.13 from a lower effective tax rate and \$0.08 from lower weighted average shares outstanding. These increases were partially offset by a decrease of \$0.03 from higher non-operating expense. For information regarding our earnings per share calculations, see Note 2 (Earnings Per Share) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Liquidity and Capital Resources

Our primary sources of liquidity are cash flows from operations, available cash reserves and debt capacity available under various credit facilities. In the fourth quarter of fiscal 2017, we entered into agreements that will allow us to establish a commercial paper program for short-term borrowings of up to \$1.0 billion, backed by our syndicated loan facility. In addition, we could raise additional funds through other public or private debt or equity financings. We may use our available or additional funds to, among other things:

- facilitate purchases, redemptions and exchanges of shares and pay dividends;
- acquire complementary businesses or technologies;
- take advantage of opportunities, including more rapid expansion; or
- develop new services and solutions.

As of August 31, 2017, Cash and cash equivalents were \$4.1 billion, compared with \$4.9 billion as of August 31, 2016.

Cash flows from operating, investing and financing activities, as reflected in our Consolidated Cash Flows Statements, are summarized in the following table:

	Fiscal			2017 to 2016 Change
	2017	2016	2015	
	(in millions of U.S. dollars)			
Net cash provided by (used in):				
Operating activities	\$ 4,973	\$ 4,667	\$ 4,176	\$ 306
Investing activities	(2,234)	(610)	(1,170)	(1,624)
Financing activities	(3,560)	(3,489)	(3,286)	(71)
Effect of exchange rate changes on cash and cash equivalents	42	(23)	(280)	65
Net increase (decrease) in cash and cash equivalents	<u>\$ (779)</u>	<u>\$ 545</u>	<u>\$ (561)</u>	<u>\$ (1,324)</u>

Amounts in table may not total due to rounding.

Operating activities: The year-over-year increase in operating cash flow was due to higher net income in fiscal 2017 after excluding the non-cash impact of the pension settlement charge in fiscal 2017 and the gain on sale of businesses in fiscal 2016 (proceeds from divestitures are reflected in investing activities).

Investing activities: Cash used in investing activities increased \$1,624 million year-over-year, due to higher spending on business acquisitions and investments in fiscal 2017. Additionally, in fiscal 2016, spending on business acquisitions and investments was largely offset by proceeds from the Navitaire divestiture and Duck Creek partial divestiture. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Financing activities: The \$71 million increase in cash used was primarily due to an increase in cash dividends paid, partially offset by an increase in proceeds from share issuances. For additional information, see Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

We believe that our current and longer-term working capital, investments and other general corporate funding requirements will be satisfied for the next twelve months and thereafter through cash flows from operations and, to the extent necessary, from our borrowing facilities and future financial market activities.

Substantially all of our cash is held in jurisdictions where there are no regulatory restrictions or material tax effects on the free flow of funds. Domestic cash inflows for our Irish parent, principally dividend distributions from lower-tier subsidiaries, have been sufficient to meet our historic cash requirements, and we expect this to continue into the future.

Borrowing Facilities

See Note 8 (Borrowings and Indebtedness) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Share Purchases and Redemptions

We intend to continue to use a significant portion of cash generated from operations for share repurchases during fiscal 2018. The number of shares ultimately repurchased under our open-market share purchase program may vary depending on numerous factors, including, without limitation, share price and other market conditions, our ongoing capital allocation planning, the levels of cash and debt balances, other demands for cash, such as acquisition activity, general economic and/or business conditions, and board and management discretion. Additionally, as these factors may change over the course of the year, the amount of share repurchase activity during any particular period cannot be predicted and may fluctuate from time to time. Share repurchases may be made from time to time through open-market purchases, in respect of purchases and redemptions of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares, through the use of Rule 10b5-1 plans and/or by other means. The repurchase program may be accelerated, suspended, delayed or discontinued at any time, without notice. For additional information, see Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Subsequent Developments

See Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Obligations and Commitments

As of August 31, 2017, we had the following obligations and commitments to make future payments under contracts, contractual obligations and commercial commitments:

Contractual Cash Obligations (1)	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(in millions of U.S. dollars)				
Long-term debt	\$ 25	\$ 3	\$ 8	\$ 10	\$ 4
Operating leases	3,707	562	958	758	1,429
Retirement obligations (2)	103	11	22	21	49
Purchase obligations and other commitments (3)	157	67	87	3	—
Total	\$ 3,992	\$ 643	\$ 1,075	\$ 792	\$ 1,482

- (1) The liability related to unrecognized tax benefits has been excluded from the contractual obligations table because a reasonable estimate of the timing and amount of cash outflows from future tax settlements cannot be determined. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."
- (2) Amounts represent projected payments under certain unfunded retirement plans for former pre-incorporation partners. Given these plans are unfunded, we pay these benefits directly. These plans were eliminated for active partners after May 15, 2001.
- (3) Other commitments include, among other things, information technology, software support and maintenance obligations, as well as other obligations in the ordinary course of business that we cannot cancel or where we would be required to pay a termination fee in the event of cancellation. Amounts shown do not include recourse that we may have to recover termination fees or penalties from clients.

Off-Balance Sheet Arrangements

In the normal course of business and in conjunction with some client engagements, we have entered into contractual arrangements through which we may be obligated to indemnify clients with respect to certain matters. To date, we have not been required to make any significant payment under any of these arrangements. For further discussion of these transactions, see Note 15 (Commitments and Contingencies) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Recently Adopted and New Accounting Pronouncements

See Note 1 (Summary of Significant Accounting Policies) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

All of our market risk sensitive instruments were entered into for purposes other than trading.

Foreign Currency Risk

We are exposed to foreign currency risk in the ordinary course of business. We hedge material cash flow exposures when feasible using forward contracts. These instruments are subject to fluctuations in foreign currency exchange rates and credit risk. Credit risk is managed through careful selection and ongoing evaluation of the financial institutions utilized as counterparties.

Certain of these hedge positions are undesignated hedges of balance sheet exposures such as intercompany loans and typically have maturities of less than one year. These hedges—primarily U.S. dollar/Euro, U.S. dollar/Indian rupee, U.S. dollar/Japanese yen, U.S. dollar/U.K. pound, U.S. dollar/Swiss franc, U.S. dollar/Australian dollar, U.S. dollar/Philippine peso and U.S. dollar/Swedish krona—are intended to offset remeasurement of the underlying assets and liabilities. Changes in the fair value of these derivatives are recorded in Other expense, net in the Consolidated Income Statement. Additionally, we have hedge positions that are designated cash flow hedges of certain intercompany charges relating to our global delivery model. These hedges—U.S. dollar/Indian rupee, U.S. dollar/Philippine peso, Euro/Indian rupee, U.K. pound/Indian rupee, Australian dollar/Indian rupee and Japanese yen/Chinese yuan, which typically have maturities not exceeding three years—are intended to partially offset the impact of foreign currency movements on future costs relating to our global delivery resources. For additional information, see Note 7 (Derivative Financial Instruments) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

For designated cash flow hedges, gains and losses currently recorded in Accumulated other comprehensive loss will be reclassified into earnings at the time when certain anticipated intercompany charges are accrued as Cost of services. As of August 31, 2017, it was anticipated that approximately \$112 million of net gains, net of tax, currently recorded in Accumulated other comprehensive loss will be reclassified into Cost of services within the next 12 months.

We use sensitivity analysis to determine the effects that market foreign currency exchange rate fluctuations may have on the fair value of our hedge portfolio. The sensitivity of the hedge portfolio is computed based on the market value of future cash flows as affected by changes in exchange rates. This sensitivity analysis represents the hypothetical changes in value of the hedge position and does not reflect the offsetting gain or loss on the underlying exposure. A 10% change in the levels of foreign currency exchange rates against the U.S. dollar (or other base currency of the hedge if not a U.S. dollar hedge) with all other variables held constant would have resulted in a change in the fair value of our hedge instruments of approximately \$494 million and \$328 million as of August 31, 2017 and 2016, respectively.

Interest Rate Risk

The interest rate risk associated with our borrowing and investing activities as of August 31, 2017 is not material in relation to our consolidated financial position, results of operations or cash flows. While we may do so in the future, we have not used derivative financial instruments to alter the interest rate characteristics of our investment holdings or debt instruments.

Other Market Risk

The privately held companies in which we invest are often in a start-up or development stage, which is inherently risky. The technologies or products these companies have under development are typically in the early stages and may never materialize, which could result in a loss of a substantial part of our investment in these companies. The evaluation of privately held companies is based on information that we request from these companies, which is not subject to the same disclosure regulations as U.S. publicly traded companies, and as such, the basis for these evaluations is subject to the timing and accuracy of the data received from these companies. We have minimal exposure on our long-term investments in privately held companies as these investments were insignificant as of August 31, 2017.

Equity Price Risk

The equity price risk associated with our marketable equity securities that are subject to market price volatility is not material in relation to our consolidated financial position, results of operations or cash flows.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See the Index to Consolidated Financial Statements and financial statements commencing on page F-1, which are incorporated herein by reference.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and our principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based on that evaluation, the principal executive officer and the principal financial officer of Accenture plc have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that:

- i. pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;
- ii. provide reasonable assurance that the transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of management and our Board of Directors; and
- iii. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate due to changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control—Integrated Framework (2013). Based on its evaluation, our management concluded that our internal control over financial reporting was effective as of the end of the fiscal year covered by this Annual Report on Form 10-K.

KPMG LLP, an independent registered public accounting firm, has audited the Consolidated Financial Statements included in this Annual Report on Form 10-K and, as part of their audit, has issued its attestation report, included herein, on the effectiveness of our internal control over financial reporting. See "Report of Independent Registered Public Accounting Firm" on page F-2.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting that occurred during the fourth quarter of fiscal 2017 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

There have been no material changes to the procedures by which security holders may recommend nominees to our Board of Directors from those described in the proxy statement for our Annual General Meeting of Shareholders filed with the SEC on December 15, 2016.

Information about our executive officers is contained in the discussion entitled “Executive Officers of the Registrant” in Part I of this Form 10-K. The remaining information called for by Item 10 will be included in the sections captioned “Re-Appointment of Directors,” “Corporate Governance” and “Beneficial Ownership” included in the definitive proxy statement relating to the 2018 Annual General Meeting of Shareholders of Accenture plc to be held on February 7, 2018 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company’s 2017 fiscal year covered by this Form 10-K.

ITEM 11. EXECUTIVE COMPENSATION

The information called for by Item 11 will be included in the sections captioned “Executive Compensation” and “Director Compensation” included in the definitive proxy statement relating to the 2018 Annual General Meeting of Shareholders of Accenture plc to be held on February 7, 2018 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company’s 2017 fiscal year covered by this Form 10-K.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS

Securities Authorized for Issuance under Equity Compensation Plans

The following table sets forth, as of August 31, 2017, certain information related to our compensation plans under which Accenture plc Class A ordinary shares may be issued.

Plan Category	Number of Shares to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Shares Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in 1st Column)
Equity compensation plans approved by shareholders:			
2001 Share Incentive Plan	161,304 (1)	\$ 34.8655	—
Amended and Restated 2010 Share Incentive Plan	21,596,794 (2)	48.1050	15,049,324
Amended and Restated 2010 Employee Share Purchase Plan	—	N/A	41,316,448
Equity compensation plans not approved by shareholders	—	N/A	—
Total	21,758,098		56,365,772

(1) Consists of 149,336 restricted share units and 11,968 stock options.

(2) Consists of 21,593,043 restricted share units and 3,751 stock options.

The remaining information called for by Item 12 will be included in the section captioned “Beneficial Ownership” included in the definitive proxy statement relating to the 2018 Annual General Meeting of Shareholders of Accenture plc to be held on February 7, 2018 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company’s 2017 fiscal year covered by this Form 10-K.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information called for by Item 13 will be included in the section captioned “Corporate Governance” included in the definitive proxy statement relating to the 2018 Annual General Meeting of Shareholders of Accenture plc to be held on February 7, 2018 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company’s 2017 fiscal year covered by this Form 10-K.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information called for by Item 14 will be included in the section captioned “Audit” included in the definitive proxy statement relating to the 2018 Annual General Meeting of Shareholders of Accenture plc to be held on February 7, 2018 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company’s 2017 fiscal year covered by this Form 10-K.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) List of documents filed as part of this report:

1. Financial Statements as of August 31, 2017 and August 31, 2016 and for the three years ended August 31, 2017 —Included in Part II of this Form 10-K:

Consolidated Balance Sheets
Consolidated Income Statements
Consolidated Statements of Comprehensive Income
Consolidated Shareholders' Equity Statements
Consolidated Cash Flows Statements
Notes to Consolidated Financial Statements

2. Financial Statement Schedules:

None

3. Exhibit Index:

Exhibit Number	Exhibit
3.1	Amended and Restated Memorandum and Articles of Association of Accenture plc (incorporated by reference to Exhibit 3.1 to Accenture plc's 8-K filed on February 3, 2016)
3.2	Certificate of Incorporation of Accenture plc (incorporated by reference to Exhibit 3.2 to Accenture plc's 8-K12B filed on September 1, 2009 (the "8-K12B"))
10.1	Form of Voting Agreement, dated as of April 18, 2001, among Accenture Ltd and the covered persons party thereto as amended and restated as of February 3, 2005 (incorporated by reference to Exhibit 9.1 to the Accenture Ltd February 28, 2005 10-Q (File No. 001-16565) (the "February 28, 2005 10-Q"))
10.2	Assumption Agreement of the Amended and Restated Voting Agreement, dated September 1, 2009 (incorporated by reference to Exhibit 10.4 to the 8-K12B)
10.3*	Form of Non-Competition Agreement, dated as of April 18, 2001, among Accenture Ltd and certain employees (incorporated by reference to Exhibit 10.2 to the Accenture Ltd Registration Statement on Form S-1 (File No. 333-59194) filed on April 19, 2001 (the "April 19, 2001 Form S-1"))
10.4	Assumption and General Amendment Agreement between Accenture plc and Accenture Ltd, dated September 1, 2009 (incorporated by reference to Exhibit 10.1 to the 8-K12B)
10.5*	2001 Share Incentive Plan (incorporated by reference to Exhibit 10.3 to the Accenture Ltd Registration Statement on Form S-1/A (File No. 333-59194) filed on July 12, 2001)
10.6*	Amended and Restated 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.1 to Accenture plc's 8-K filed on February 3, 2016)
10.7*	Amended and Restated 2010 Employee Share Purchase Plan (incorporated by reference to Exhibit 10.2 to Accenture plc's 8-K filed on February 3, 2016)
10.8	Memorandum and Articles of Association and Deed Poll of Accenture Holdings plc (incorporated by reference to Exhibit 3.1 to Accenture Holdings plc's 8-K12G3 filed on August 26, 2015 (the "8-K12G3"))
10.9	Form of Accenture SCA Transfer Rights Agreement, dated as of April 18, 2001, among Accenture SCA and the covered persons party thereto as amended and restated as of February 3, 2005 (incorporated by reference to Exhibit 10.2 to the February 28, 2005 10-Q)
10.10*	Form of Non-Competition Agreement, dated as of April 18, 2001, among Accenture SCA and certain employees (incorporated by reference to Exhibit 10.7 to the April 19, 2001 Form S-1)
10.11	Form of Letter Agreement, dated April 18, 2001, between Accenture SCA and certain shareholders of Accenture SCA (incorporated by reference to Exhibit 10.8 to the April 19, 2001 Form S-1)
10.12	Form of Support Agreement, dated as of May 23, 2001, between Accenture Ltd and Accenture Canada Holdings Inc. (incorporated by reference to Exhibit 10.9 to the Accenture Ltd Registration Statement on Form S-1/A (the "July 2, 2001 Form S-1/A"))
10.13	First Supplemental Agreement to Support Agreement among Accenture plc, Accenture Ltd and Accenture Canada Holdings Inc., dated September 1, 2009 (incorporated by reference to Exhibit 10.2 to the 8-K12B)
10.14*	Employment Agreement between Accenture SAS and Pierre Nanterme dated as of June 20, 2013 (incorporated by reference to Exhibit 10.2 to the May 31, 2013 10-Q)

- 10.15* Form of Employment Agreement of executive officers in the United States (incorporated by reference to [Exhibit 10.3 to the February 28, 2013 10-Q](#))
- 10.16* Form of Employment Agreement of executive officers in the United Kingdom (incorporated by reference to [Exhibit 10.16 to the August 31, 2013 10-K](#))
- 10.17* Form of Employment Agreement of executive officers in Singapore (incorporated by reference to [Exhibit 10.17 to the August 31, 2015 10-K](#))
- 10.18 Form of Articles of Association of Accenture Canada Holdings Inc. (incorporated by reference to [Exhibit 10.11 to the July 2, 2001 Form S-1/A](#))
- 10.19 Articles of Amendment to Articles of Association of Accenture Canada Holdings Inc. (incorporated by reference to [Exhibit 10.21 to the August 31, 2013 10-K](#))
- 10.20 Form of Exchange Trust Agreement by and between Accenture Ltd and Accenture Canada Holdings Inc. and CIBC Mellon Trust Company, made as of May 23, 2001 (incorporated by reference to [Exhibit 10.12 to the July 2, 2001 Form S-1/A](#))
- 10.21 First Supplemental Agreement to Exchange Trust Agreement among Accenture plc, Accenture Ltd, Accenture Canada Holdings Inc. and Accenture Inc., dated September 1, 2009 (incorporated by reference to [Exhibit 10.3 to the 8-K12B](#))
- 10.22* Form of Key Executive Performance-Based Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.2 to the February 28, 2017 10-Q](#))
- 10.23* Form of Key Executive Performance-Based Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.4 to the February 29, 2016 10-Q](#))
- 10.24* Form of Accenture Leadership Performance Equity Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.3 to the February 28, 2017 10-Q](#))
- 10.25* Form of Accenture Leadership Performance Equity Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.5 to the February 29, 2016 10-Q](#))
- 10.26* Form of Voluntary Equity Investment Program Matching Grant Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.4 to the February 28, 2017 10-Q](#))
- 10.27* Form of Voluntary Equity Investment Program Matching Grant Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.6 to the February 29, 2016 10-Q](#))
- 10.28* Form of Amendment to the Senior Officer Performance Equity Award Restricted Share Unit Agreement, the Accenture Leadership Performance Equity Award Restricted Share Unit Agreement and the Voluntary Equity Investment Program Matching Grant Restricted Share Unit Agreement (incorporated by reference to [Exhibit 10.31 to the August 31, 2016 10-K](#))
- 10.29* Form of Restricted Share Unit Agreement for director grants pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to [Exhibit 10.7 to the February 29, 2016 10-Q](#))
- 10.30* Accenture LLP Leadership Separation Benefits Plan ([filed herewith](#))
- 10.31* Description of Global Annual Bonus Plan ([filed herewith](#))
- 10.32* Form of Indemnification Agreement, between Accenture International S.à.r.l. and the indemnitee party thereto (incorporated by reference to [Exhibit 10.5 to the 8-K12B](#))
- 10.33* Form of Indemnification Agreement, between Accenture Holdings plc, Accenture LLP and the indemnitee party thereto (incorporated by reference to [Exhibit 10.1 of the 8-K12G3](#))
- 21.1 Subsidiaries of the Registrant ([filed herewith](#))
- 23.1 Consent of KPMG LLP ([filed herewith](#))
- 23.2 Consent of KPMG LLP related to the Accenture plc 2010 Employee Share Purchase Plan ([filed herewith](#))
- 24.1 Power of Attorney (included on the signature page hereto)
- 31.1 Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 ([filed herewith](#))
- 31.2 Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 ([filed herewith](#))

- 32.1 Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ([furnished herewith](#))
- 32.2 Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ([furnished herewith](#))
- 99.1 Amended and Restated Accenture plc 2010 Employee Share Purchase Plan Financial Statements ([filed herewith](#))
- 101 The following financial information from Accenture plc's Annual Report on Form 10-K for the fiscal year ended August 31, 2017, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of August 31, 2017 and August 31, 2016, (ii) Consolidated Income Statements for the years ended August 31, 2017, 2016 and 2015, (iii) Consolidated Statements of Comprehensive Income for the years ended August 31, 2017, 2016 and 2015, (iv) Consolidated Shareholders' Equity Statement for the years ended August 31, 2017, 2016 and 2015, (v) Consolidated Cash Flows Statements for the years ended August 31, 2017, 2016 and 2015, and (vi) the Notes to Consolidated Financial Statements

(*) Indicates management contract or compensatory plan or arrangement.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

ITEM 16. FORM 10-K SUMMARY

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf on October 26, 2017 by the undersigned, thereunto duly authorized.

ACCENTURE PLC

By: /s/ PIERRE NANTERME

Name: Pierre Nanterme
Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Pierre Nanterme, David P. Rowland and Joel Unruch, and each of them, as his or her true and lawful attorneys-in-fact and agents, with power to act with or without the others and with full power of substitution and resubstitution, to do any and all acts and things and to execute any and all instruments which said attorneys and agents and each of them may deem necessary or desirable to enable the registrant to comply with the U.S. Securities Exchange Act of 1934, as amended, and any rules, regulations and requirements of the U.S. Securities and Exchange Commission thereunder in connection with the registrant's Annual Report on Form 10-K for the fiscal year ended August 31, 2017 (the "Annual Report"), including specifically, but without limiting the generality of the foregoing, power and authority to sign the name of the registrant and the name of the undersigned, individually and in his or her capacity as a director or officer of the registrant, to the Annual Report as filed with the U.S. Securities and Exchange Commission, to any and all amendments thereto, and to any and all instruments or documents filed as part thereof or in connection therewith; and each of the undersigned hereby ratifies and confirms all that said attorneys and agents and each of them shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on October 26, 2017 by the following persons on behalf of the registrant and in the capacities indicated.

<u>Signature</u>	<u>Title</u>
<u>/s/ PIERRE NANTERME</u> Pierre Nanterme	Chief Executive Officer, Chairman of the Board and Director (principal executive officer)
<u>/s/ DAVID P. ROWLAND</u> David P. Rowland	Chief Financial Officer (principal financial officer)
<u>/s/ RICHARD P. CLARK</u> Richard P. Clark	Chief Accounting Officer (principal accounting officer)
<u>/s/ JAIME ARDILA</u> Jaime Ardila	Director
<u>/s/ CHARLES GIANCARLO</u> Charles Giancarlo	Director

<hr/> <i>/s/</i> HERBERT HAINER <hr/> Herbert Hainer	Director
<hr/> <i>/s/</i> WILLIAM L. KIMSEY <hr/> William L. Kimsey	Director
<hr/> <i>/s/</i> MARJORIE MAGNER <hr/> Marjorie Magner	Director
<hr/> <i>/s/</i> NANCY MCKINSTRY <hr/> Nancy McKinstry	Director
<hr/> <i>/s/</i> GILLES C. PÉLISSON <hr/> Gilles C. Pélisson	Director
<hr/> <i>/s/</i> PAULA A. PRICE <hr/> Paula A. Price	Director
<hr/> <i>/s/</i> ARUN SARIN <hr/> Arun Sarin	Director
<hr/> <i>/s/</i> FRANK K. TANG <hr/> Frank K. Tang	Director
<hr/> <i>/s/</i> TRACEY T. TRAVIS <hr/> Tracey T. Travis	Director

ACCENTURE PLC
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Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders

Accenture plc:

We have audited the accompanying consolidated balance sheets of Accenture plc and its subsidiaries as of August 31, 2017 and 2016, and the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended August 31, 2017. We also have audited Accenture plc's internal control over financial reporting as of August 31, 2017, based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Accenture plc's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting (Item 9A). Our responsibility is to express an opinion on these consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the consolidated financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Accenture plc and its subsidiaries as of August 31, 2017 and 2016, and the results of their operations and their cash flows for each of the years in the three-year period ended August 31, 2017, in conformity with U.S. generally accepted accounting principles. Also in our opinion, Accenture plc maintained, in all material respects, effective internal control over financial reporting as of August 31, 2017, based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

/s/ KPMG LLP

Chicago, Illinois
October 26, 2017

ACCENTURE PLC
CONSOLIDATED BALANCE SHEETS
August 31, 2017 and 2016
(In thousands of U.S. dollars, except share and per share amounts)

ASSETS	August 31, 2017	August 31, 2016
CURRENT ASSETS:		
Cash and cash equivalents	\$ 4,126,860	\$ 4,905,609
Short-term investments	3,011	2,875
Receivables from clients, net	4,569,214	4,072,180
Unbilled services, net	2,316,043	2,150,219
Other current assets	1,082,161	845,339
Total current assets	<u>12,097,289</u>	<u>11,976,222</u>
NON-CURRENT ASSETS:		
Unbilled services, net	40,938	68,145
Investments	211,610	198,633
Property and equipment, net	1,140,598	956,542
Goodwill	5,002,352	3,609,437
Deferred contract costs	755,871	733,219
Deferred income taxes, net	2,214,901	2,077,312
Other non-current assets	1,226,331	989,494
Total non-current assets	<u>10,592,601</u>	<u>8,632,782</u>
TOTAL ASSETS	<u><u>\$ 22,689,890</u></u>	<u><u>\$ 20,609,004</u></u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt and bank borrowings	\$ 2,907	\$ 2,773
Accounts payable	1,525,065	1,280,821
Deferred revenues	2,669,520	2,364,728
Accrued payroll and related benefits	4,060,364	4,040,751
Accrued consumption taxes	383,391	358,359
Income taxes payable	708,485	362,963
Other accrued liabilities	474,547	468,529
Total current liabilities	<u>9,824,279</u>	<u>8,878,924</u>
NON-CURRENT LIABILITIES:		
Long-term debt	22,163	24,457
Deferred revenues	663,248	754,812
Retirement obligation	1,408,759	1,494,789
Deferred income taxes, net	137,098	111,020
Income taxes payable	574,780	850,709
Other non-current liabilities	349,363	304,917
Total non-current liabilities	<u>3,155,411</u>	<u>3,540,704</u>
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Ordinary shares, par value 1.00 euros per share, 40,000 shares authorized and issued as of August 31, 2017 and August 31, 2016	57	57
Class A ordinary shares, par value \$0.0000225 per share, 20,000,000,000 shares authorized, 638,965,789 and 654,202,813 shares issued as of August 31, 2017 and August 31, 2016, respectively	14	15
Class X ordinary shares, par value \$0.0000225 per share, 1,000,000,000 shares authorized, 20,531,383 and 21,917,155 shares issued and outstanding as of August 31, 2017 and August 31, 2016, respectively	—	—
Restricted share units	1,095,026	1,004,128
Additional paid-in capital	3,516,399	2,924,729
Treasury shares, at cost: Ordinary, 40,000 shares as of August 31, 2017 and August 31, 2016; Class A ordinary, 23,408,811 and 33,529,739 shares as of August 31, 2017 and August 31, 2016, respectively	(1,649,090)	(2,591,907)
Retained earnings	7,081,855	7,879,960
Accumulated other comprehensive loss	(1,094,784)	(1,661,720)
Total Accenture plc shareholders' equity	<u>8,949,477</u>	<u>7,555,262</u>
Noncontrolling interests	760,723	634,114
Total shareholders' equity	<u>9,710,200</u>	<u>8,189,376</u>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u><u>\$ 22,689,890</u></u>	<u><u>\$ 20,609,004</u></u>

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED INCOME STATEMENTS
For the Years Ended August 31, 2017, 2016 and 2015
(In thousands of U.S. dollars, except share and per share amounts)

	2017	2016	2015
REVENUES:			
Revenues before reimbursements ("Net revenues")	\$ 34,850,182	\$ 32,882,723	\$ 31,047,931
Reimbursements	1,915,296	1,914,938	1,866,493
Revenues	36,765,478	34,797,661	32,914,424
OPERATING EXPENSES:			
Cost of services:			
Cost of services before reimbursable expenses	23,819,690	22,605,296	21,238,692
Reimbursable expenses	1,915,296	1,914,938	1,866,493
Cost of services	25,734,986	24,520,234	23,105,185
Sales and marketing	3,754,313	3,580,439	3,505,045
General and administrative costs	2,133,777	1,886,543	1,803,943
Pension settlement charge	509,793	—	64,382
Total operating expenses	32,132,869	29,987,216	28,478,555
OPERATING INCOME	4,632,609	4,810,445	4,435,869
Interest income	37,940	30,484	33,991
Interest expense	(15,545)	(16,258)	(14,578)
Other income (expense), net	(38,720)	(69,922)	(44,752)
Gain (loss) on sale of businesses	(252)	848,823	—
INCOME BEFORE INCOME TAXES	4,616,032	5,603,572	4,410,530
Provision for income taxes	981,100	1,253,969	1,136,741
NET INCOME	3,634,932	4,349,603	3,273,789
Net income attributable to noncontrolling interests in Accenture Holdings plc and Accenture Canada Holdings Inc.	(149,131)	(195,560)	(178,925)
Net income attributable to noncontrolling interests – other	(40,652)	(42,151)	(41,283)
NET INCOME ATTRIBUTABLE TO ACCENTURE PLC	<u>\$ 3,445,149</u>	<u>\$ 4,111,892</u>	<u>\$ 3,053,581</u>
Weighted average Class A ordinary shares:			
Basic	620,104,250	624,797,820	626,799,586
Diluted	660,463,227	667,770,274	678,757,070
Earnings per Class A ordinary share:			
Basic	\$ 5.56	\$ 6.58	\$ 4.87
Diluted	\$ 5.44	\$ 6.45	\$ 4.76
Cash dividends per share	\$ 2.42	\$ 2.20	\$ 2.04

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For the Years Ended August 31, 2017, 2016 and 2015
(In thousands of U.S. dollars)

	<u>2017</u>	<u>2016</u>	<u>2015</u>
NET INCOME	\$ 3,634,932	\$ 4,349,603	\$ 3,273,789
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX:			
Foreign currency translation	149,920	(66,459)	(528,908)
Defined benefit plans	368,885	(285,885)	7,524
Cash flow hedges	46,624	101,299	(17,079)
Marketable securities	1,507	1,297	(1,561)
OTHER COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO ACCENTURE PLC	566,936	(249,748)	(540,024)
Other comprehensive income (loss) attributable to noncontrolling interests	31,724	(7,881)	10,160
COMPREHENSIVE INCOME	<u>\$ 4,233,592</u>	<u>\$ 4,091,974</u>	<u>\$ 2,743,925</u>
COMPREHENSIVE INCOME ATTRIBUTABLE TO ACCENTURE PLC	\$ 4,012,085	\$ 3,862,144	\$ 2,513,557
Comprehensive income attributable to noncontrolling interests	221,507	229,830	230,368
COMPREHENSIVE INCOME	<u>\$ 4,233,592</u>	<u>\$ 4,091,974</u>	<u>\$ 2,743,925</u>

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS
For the Years Ended August 31, 2017, 2016 and 2015
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Balance as of August 31, 2014	\$ 57	40	\$ 18	786,869	\$ 1	28,057	\$ 921,586	\$ 3,347,392	\$ (9,423,202)	(158,410)	\$ 11,758,131	\$ (871,948)	\$ 5,732,035	\$ 553,302	\$ 6,285,337
Net income											3,053,581		3,053,581	220,208	3,273,789
Other comprehensive income (loss)												(540,024)	(540,024)	10,160	(529,864)
Income tax benefit on share-based compensation plans								202,868					202,868		202,868
Purchases of Class A ordinary shares								112,476	(2,273,933)	(25,449)			(2,161,457)	(112,476)	(2,273,933)
Share-based compensation expense							634,195	46,134					680,329		680,329
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares					(4,722)			(170,168)					(170,168)	(8,888)	(179,056)
Issuances of Class A ordinary shares:															
Employee share programs				11,649			(575,979)	878,939	224,735	5,763			527,695	26,454	554,149
Upon redemption of Accenture Holdings plc ordinary shares				6,240				29,815					29,815	(29,815)	—
Dividends							51,401				(1,328,188)		(1,276,787)	(76,684)	(1,353,471)
Other, net								69,354			(13,516)		55,838	(68,415)	(12,577)
Balance as of August 31, 2015	\$ 57	40	\$ 18	804,758	\$ 1	23,335	\$ 1,031,203	\$ 4,516,810	\$ (11,472,400)	(178,096)	\$ 13,470,008	\$ (1,411,972)	\$ 6,133,725	\$ 513,846	\$ 6,647,571

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS — (continued)
For the Years Ended August 31, 2017, 2016, and 2015
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Net income											4,111,892		4,111,892	237,711	4,349,603
Other comprehensive income (loss)												(249,748)	(249,748)	(7,881)	(257,629)
Income tax benefit on share-based compensation plans								112,562					112,562		112,562
Purchases of Class A ordinary shares								103,760	(2,532,796)	(23,848)			(2,429,036)	(103,760)	(2,532,796)
Cancellation of treasury shares			(4)	(163,016)				(2,923,579)	11,199,016	163,016	(8,275,433)		—		—
Share-based compensation expense							701,923	56,253					758,176		758,176
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares				(1)	(1,418)			(68,481)					(68,482)	(3,711)	(72,193)
Issuances of Class A ordinary shares:															
Employee share programs			1	11,686			(785,141)	1,138,304	214,273	5,358			567,437	23,920	591,357
Upon redemption of Accenture Holdings plc ordinary shares				775				3,541					3,541	(3,541)	—
Dividends							51,137				(1,423,316)		(1,372,179)	(65,959)	(1,438,138)
Other, net							5,006	(14,441)			(3,191)		(12,626)	43,489	30,863
Balance as of August 31, 2016	\$ 57	40	\$ 15	654,203	\$ —	21,917	\$ 1,004,128	\$ 2,924,729	\$ (2,591,907)	(33,570)	\$ 7,879,960	\$ (1,661,720)	\$ 7,555,262	\$ 634,114	\$ 8,189,376

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS — (continued)
For the Years Ended August 31, 2017, 2016, and 2015
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Net income											3,445,149		3,445,149	189,783	3,634,932
Other comprehensive income (loss)												566,936	566,936	31,724	598,660
Purchases of Class A ordinary shares								98,039	(2,552,880)	(21,258)			(2,454,841)	(98,039)	(2,552,880)
Cancellation of treasury shares			(1)	(26,858)				(413,509)	3,014,356	26,858	(2,600,846)		—		—
Share-based compensation expense							755,011	40,224					795,235		795,235
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares					(1,386)			(92,160)					(92,160)	(4,011)	(96,171)
Issuances of Class A ordinary shares:															
Employee share programs				10,861			(715,790)	975,322	481,341	4,521	(90,612)		650,261	25,784	676,045
Upon redemption of Accenture Holdings plc ordinary shares				760				5,595					5,595	(5,595)	—
Dividends							51,677				(1,550,411)		(1,498,734)	(68,844)	(1,567,578)
Other, net							—	(21,841)			(1,385)		(23,226)	55,807	32,581
Balance as of August 31, 2017	\$ 57	40	\$ 14	638,966	\$ —	20,531	\$ 1,095,026	\$ 3,516,399	\$ (1,649,090)	(23,449)	\$ 7,081,855	\$ (1,094,784)	\$ 8,949,477	\$ 760,723	\$ 9,710,200

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED CASH FLOWS STATEMENTS
For the Years Ended August 31, 2017, 2016 and 2015
(In thousands of U.S. dollars)

	<u>2017</u>	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 3,634,932	\$ 4,349,603	\$ 3,273,789
Adjustments to reconcile Net income to Net cash provided by operating activities—			
Depreciation, amortization and asset impairments	801,789	729,052	645,923
Share-based compensation expense	795,235	758,176	680,329
Pension settlement charge	460,908	—	64,382
(Gain) loss on sale of businesses	252	(848,823)	—
Deferred income taxes, net	(364,133)	65,940	(459,109)
Other, net	88,123	(53,706)	(237,876)
Change in assets and liabilities, net of acquisitions—			
Receivables from clients, net	(169,714)	(177,156)	(158,990)
Unbilled services, current and non-current, net	96,392	(192,912)	(268,135)
Other current and non-current assets	(415,568)	(655,876)	(400,524)
Accounts payable	173,712	72,626	113,548
Deferred revenues, current and non-current	(38,954)	302,738	182,836
Accrued payroll and related benefits	(117,725)	386,018	586,548
Income taxes payable, current and non-current	15,721	(158,970)	189,063
Other current and non-current liabilities	12,069	90,690	(35,621)
Net cash provided by (used in) operating activities	<u>4,973,039</u>	<u>4,667,400</u>	<u>4,176,163</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment	(515,919)	(496,566)	(395,017)
Purchases of businesses and investments, net of cash acquired	(1,704,188)	(932,542)	(791,704)
Proceeds from the sale of businesses and investments, net of cash transferred	(24,035)	814,538	10,553
Proceeds from sales of property and equipment	10,263	4,220	5,784
Net cash provided by (used in) investing activities	<u>(2,233,879)</u>	<u>(610,350)</u>	<u>(1,170,384)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of ordinary shares	676,045	591,357	554,149
Purchases of shares	(2,649,051)	(2,604,989)	(2,452,989)
Proceeds from (repayments of) long-term debt, net	(2,120)	(1,059)	701
Cash dividends paid	(1,567,578)	(1,438,138)	(1,353,471)
Other, net	(17,531)	(36,389)	(34,712)
Net cash provided by (used in) financing activities	<u>(3,560,235)</u>	<u>(3,489,218)</u>	<u>(3,286,322)</u>
Effect of exchange rate changes on cash and cash equivalents	42,326	(22,989)	(279,996)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	<u>(778,749)</u>	<u>544,843</u>	<u>(560,539)</u>
CASH AND CASH EQUIVALENTS , beginning of period	<u>4,905,609</u>	<u>4,360,766</u>	<u>4,921,305</u>
CASH AND CASH EQUIVALENTS , end of period	<u>\$ 4,126,860</u>	<u>\$ 4,905,609</u>	<u>\$ 4,360,766</u>
SUPPLEMENTAL CASH FLOW INFORMATION:			
Interest paid	\$ 15,751	\$ 16,285	\$ 14,810
Income taxes paid	\$ 1,288,788	\$ 1,425,480	\$ 1,433,538

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS****(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)****1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES****Description of Business**

Accenture plc is one of the world's leading organizations providing consulting, technology and outsourcing services and operates globally with one common brand and business model designed to enable it to provide clients around the world with the same high level of service. Drawing on a combination of industry and functional expertise, technology capabilities and alliances, and global delivery resources, Accenture plc seeks to provide differentiated services that help clients measurably improve their business performance and create sustainable value for their customers and stakeholders. Accenture plc's global delivery model enables it to provide an end-to-end delivery capability by drawing on its global resources to deliver high-quality, cost-effective solutions to clients.

Basis of Presentation

The Consolidated Financial Statements include the accounts of Accenture plc, an Irish company, and its controlled subsidiary companies (collectively, the "Company"). Accenture plc's only business is to hold ordinary and deferred shares in, and to act as the controlling shareholder of, its subsidiary, Accenture Holdings plc, an Irish public limited company. The Company operates its business through Accenture Holdings plc and subsidiaries of Accenture Holdings plc. Accenture plc controls Accenture Holdings plc's management and operations and consolidates Accenture Holdings plc's results in its Consolidated Financial Statements.

On April 10, 2015, Accenture Holdings plc was incorporated in Ireland, as a public limited company, in order to further consolidate Accenture's presence in Ireland. On August 26, 2015, Accenture SCA merged with and into Accenture Holdings plc, with Accenture Holdings plc as the surviving entity. This merger was a transaction between entities under common control and had no effect on the Company's Consolidated Financial Statements.

All references to Accenture Holdings plc included in this report with respect to periods prior to August 26, 2015 reflect the activity and/or balances of Accenture SCA (the predecessor of Accenture Holdings plc). The shares of Accenture Holdings plc and Accenture Canada Holdings Inc. held by persons other than the Company are treated as a noncontrolling interest in the Consolidated Financial Statements. The noncontrolling interest percentages were 4% as of both August 31, 2017 and 2016.

All references to years, unless otherwise noted, refer to the Company's fiscal year, which ends on August 31. For example, a reference to "fiscal 2017" means the 12-month period that ended on August 31, 2017. All references to quarters, unless otherwise noted, refer to the quarters of the Company's fiscal year.

The preparation of the Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect amounts reported in the Consolidated Financial Statements and accompanying disclosures. Although these estimates are based on management's best knowledge of current events and actions that the Company may undertake in the future, actual results may be different from those estimates.

Revenue Recognition

Revenues from contracts for technology integration consulting services where the Company designs/redesigns, builds and implements new or enhanced systems applications and related processes for its clients are recognized on the percentage-of-completion method, which involves calculating the percentage of services provided during the reporting period compared to the total estimated services to be provided over the duration of the contract. Contracts for technology integration consulting services generally span six months to two years. Estimated revenues used in applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenues and costs are continuously monitored during the term of the contract, and recorded revenues and estimated costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenues and income and are reflected in the Consolidated Financial Statements in the periods in which they are first identified. If the Company's estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the amount by which the estimated total direct and indirect costs of the contract exceed the estimated total revenues that will be generated by the contract and are included in Cost of services and classified in Other accrued liabilities.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Revenues from contracts for non-technology integration consulting services with fees based on time and materials or cost-plus are recognized as the services are performed and amounts are earned. The Company considers amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectibility is reasonably assured. In such contracts, the Company's efforts, measured by time incurred, typically are provided in less than a year and represent the contractual milestones or output measure, which is the contractual earnings pattern. For non-technology integration consulting contracts with fixed fees, the Company recognizes revenues as amounts become billable in accordance with contract terms, provided the billable amounts are not contingent, are consistent with the services delivered and are earned. Contingent or incentive revenues relating to non-technology integration consulting contracts are recognized when the contingency is satisfied and the Company concludes the amounts are earned.

Outsourcing contracts typically span several years and involve complex delivery, often through multiple workforces in different countries. In a number of these arrangements, the Company hires client employees and becomes responsible for certain client obligations. Revenues are recognized on outsourcing contracts as amounts become billable in accordance with contract terms, unless the amounts are billed in advance of performance of services, in which case revenues are recognized when the services are performed and amounts are earned. Revenues from time-and-materials or cost-plus contracts are recognized as the services are performed. In such contracts, the Company's effort, measured by time incurred, represents the contractual milestones or output measure, which is the contractual earnings pattern. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from fixed-price contracts are recognized on a straight-line basis, unless revenues are earned and obligations are fulfilled in a different pattern. Outsourcing contracts can also include incentive payments for benefits delivered to clients. Revenues relating to such incentive payments are recorded when the contingency is satisfied and the Company concludes the amounts are earned.

Costs related to delivering outsourcing services are expensed as incurred with the exception of certain transition costs related to the set-up of processes, personnel and systems, which are deferred during the transition period and expensed evenly over the period outsourcing services are provided. The deferred costs are specific internal costs or incremental external costs directly related to transition or set-up activities necessary to enable the outsourced services. Generally, deferred amounts are protected in the event of early termination of the contract and are monitored regularly for impairment. Impairment losses are recorded when projected remaining undiscounted operating cash flows of the related contract are not sufficient to recover the carrying amount of contract assets. Deferred transition costs were \$739,212 and \$709,444 as of August 31, 2017 and 2016, respectively, and are included in Deferred contract costs. Deferred transition amortization expense for fiscal 2017, 2016 and 2015 was \$289,555, \$283,434 and \$234,985, respectively. Amounts billable to the client for transition or set-up activities are deferred and recognized as revenue evenly over the period outsourcing services are provided. Deferred transition revenues were \$606,095 and \$604,674 as of August 31, 2017 and 2016, respectively, and are included in non-current Deferred revenues. Contract acquisition and origination costs are expensed as incurred.

The Company enters into contracts that may consist of multiple deliverables. These contracts may include any combination of technology integration consulting services, non-technology integration consulting services or outsourcing services described above. Revenues for contracts with multiple deliverables are allocated based on the lesser of the element's relative selling price or the amount that is not contingent on future delivery of another deliverable. The selling price of each deliverable is determined by obtaining third party evidence of the selling price for the deliverable and is based on the price charged when largely similar services are sold on a standalone basis by the Company to similarly situated customers. If the amount of non-contingent revenues allocated to a deliverable accounted for under the percentage-of-completion method of accounting is less than the costs to deliver such services, then such costs are deferred and recognized in future periods when the revenues become non-contingent. Revenues are recognized in accordance with the Company's accounting policies for the separate deliverables when the services have value on a stand-alone basis, selling price of the separate deliverables exists and, in arrangements that include a general right of refund relative to the completed deliverable, performance of the in-process deliverable is considered probable and substantially in the Company's control. While determining fair value and identifying separate deliverables require judgment, generally fair value and the separate deliverables are readily identifiable as the Company also sells those deliverables unaccompanied by other deliverables.

Revenues recognized in excess of billings are recorded as Unbilled services. Billings in excess of revenues recognized are recorded as Deferred revenues until revenue recognition criteria are met. Client prepayments (even if nonrefundable) are deferred and recognized over future periods as services are delivered or performed.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Revenues before reimbursements (“net revenues”) include the margin earned on computer hardware, software and related services resale, as well as revenues from alliance agreements. Reimbursements include billings for travel and other out-of-pocket expenses and third-party costs, such as the cost of hardware, software and related services resale. In addition, Reimbursements include allocations from gross billings to record an amount equivalent to reimbursable costs, where billings do not specifically identify reimbursable expenses. The Company reports revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Employee Share-Based Compensation Arrangements

Share-based compensation expense is recognized over the requisite service period for awards of equity instruments to employees based on the grant date fair value of those awards expected to ultimately vest. Forfeitures are estimated on the date of grant and revised if actual or expected forfeiture activity differs materially from original estimates.

Income Taxes

The Company calculates and provides for income taxes in each of the tax jurisdictions in which it operates. Deferred tax assets and liabilities, measured using enacted tax rates, are recognized for the future tax consequences of temporary differences between the tax and financial statement bases of assets and liabilities. A valuation allowance reduces the deferred tax assets to the amount that is more likely than not to be realized. The Company establishes liabilities or reduces assets for uncertain tax positions when the Company believes those tax positions are not more likely than not of being sustained if challenged. Each fiscal quarter, the Company evaluates these uncertain tax positions and adjusts the related tax assets and liabilities in light of changing facts and circumstances.

Translation of Non-U.S. Currency Amounts

Assets and liabilities of non-U.S. subsidiaries whose functional currency is not the U.S. dollar are translated into U.S. dollars at fiscal year-end exchange rates. Revenue and expense items are translated at average foreign currency exchange rates prevailing during the fiscal year. Translation adjustments are included in Accumulated other comprehensive loss. Gains and losses arising from intercompany foreign currency transactions that are of a long-term investment nature are reported in the same manner as translation adjustments.

Cash and Cash Equivalents

Cash and cash equivalents consist of all cash balances and liquid investments with original maturities of three months or less, including certificates of deposit and time deposits. Cash and cash equivalents also include restricted cash of \$45,547 and \$45,478 as of August 31, 2017 and 2016, respectively, which primarily relates to cash held to meet certain insurance requirements. As a result of certain subsidiaries’ cash management systems, checks issued but not presented to the banks for payment may create negative book cash balances. Such negative balances are classified as Current portion of long term debt and bank borrowings.

Client Receivables, Unbilled Services and Allowances

The Company records its client receivables and unbilled services at their face amounts less allowances. On a periodic basis, the Company evaluates its receivables and unbilled services and establishes allowances based on historical experience and other currently available information. As of August 31, 2017 and 2016, total allowances recorded for client receivables and unbilled services were \$74,450 and \$79,440, respectively. The allowance reflects the Company’s best estimate of collectibility risks on outstanding receivables and unbilled services. In limited circumstances, the Company agrees to extend financing to certain clients. The terms vary by contract, but generally payment for services is contractually linked to the achievement of specified performance milestones.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**Concentrations of Credit Risk**

The Company's financial instruments, consisting primarily of cash and cash equivalents, foreign currency exchange rate instruments, client receivables and unbilled services, are exposed to concentrations of credit risk. The Company places its cash and cash equivalents and foreign exchange instruments with highly-rated financial institutions, limits the amount of credit exposure with any one financial institution and conducts ongoing evaluations of the credit worthiness of the financial institutions with which it does business. Client receivables are dispersed across many different industries and countries; therefore, concentrations of credit risk are limited.

Investments

All liquid investments with an original maturity greater than three months but less than one year are considered to be short-term investments. Non-current investments are primarily non-marketable equity securities of privately held companies and are accounted for using either the equity or cost methods of accounting, in accordance with the requirements of Accounting Standards Codification ("ASC") 323, Investments—Equity Method and Joint Ventures. Marketable securities are classified as available-for-sale investments and reported at fair value with changes in unrealized gains and losses recorded as a separate component of Accumulated other comprehensive loss until realized. Interest and amortization of premiums and discounts for debt securities are included in Interest income.

Cost method investments are periodically assessed for other-than-temporary impairment. For investments in privately held companies, if there are no identified events or circumstances that would have a significant adverse effect on the fair value of the investment, the fair value is not estimated. If an investment is deemed to have experienced an other-than-temporary decline below its cost basis, the Company reduces the carrying amount of the investment to its quoted or estimated fair value, as applicable, and establishes a new cost basis for the investment.

Property and Equipment

Property and equipment is stated at cost, net of accumulated depreciation. Depreciation of property and equipment is computed on a straight-line basis over the following estimated useful lives:

Computers, related equipment and software	2 to 7 years
Furniture and fixtures	5 to 10 years
Leasehold improvements	Lesser of lease term or 15 years

Goodwill

Goodwill represents the excess of the purchase price of an acquired entity over the fair value of net assets acquired. The Company reviews the recoverability of goodwill by reportable operating segment annually, or more frequently when indicators of impairment exist. Based on the results of its annual impairment analysis, the Company determined that no impairment existed as of August 31, 2017 or 2016, as each reportable operating segment's estimated fair value substantially exceeded its carrying value.

Long-Lived Assets

Long-lived assets, including deferred contract costs and identifiable intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or group of assets may not be recoverable. Recoverability of long-lived assets or groups of assets is assessed based on a comparison of the carrying amount to the estimated future net cash flows. If estimated future undiscounted net cash flows are less than the carrying amount, the asset is considered impaired and a loss is recorded equal to the amount required to reduce the carrying amount to fair value.

Intangible assets with finite lives are generally amortized using the straight-line method over their estimated economic useful lives, ranging from one to fifteen years.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Operating Expenses

Selected components of operating expenses were as follows:

	Fiscal		
	2017	2016	2015
Research and development costs	\$ 704,317	\$ 643,407	\$ 625,541
Advertising costs	79,883	80,601	79,899
Provision for (release of) doubtful accounts (1)	10,117	15,312	(10,336)

(1) For additional information, see “Client Receivables, Unbilled Services and Allowances”.

Recently Adopted Accounting Pronouncement

On September 1, 2016, the Company early adopted Financial Accounting Standards Board (“FASB”) Accounting Standards Update (“ASU”) No. 2016-09, Improvements to Employee Share-Based Payment Accounting, which simplifies the accounting for share-based payment transactions. The new guidance requires excess tax benefits and tax deficiencies to be recorded in the income statement when the awards vest or are settled. The standard clarifies that all cash payments made on an employee’s behalf for withheld shares should be presented as a financing activity on the Company’s cash flows statement and provides an accounting policy election to account for forfeitures as they occur. In addition, cash flows related to excess tax benefits will no longer be separately classified as a financing activity apart from other income tax cash flows.

The primary impact of the adoption of the ASU on the Company’s Consolidated Financial Statements was the recognition of excess tax benefits in the provision for income taxes rather than Additional paid-in capital, which reduced income tax expense by \$99,649 in fiscal 2017. The Company elected to continue to estimate forfeitures expected to occur to determine the amount of compensation cost to be recognized in each period. The Company also elected to retrospectively apply the presentation requirements for cash flows related to excess tax benefits for all periods presented, which resulted in an increase to both net cash provided by operating activities and net cash used in financing activities of \$92,285 and \$84,026 during fiscal 2016 and 2015, respectively. The presentation requirement for cash flows related to employee taxes paid for withheld shares had no impact to any of the periods presented in the Company’s consolidated cash flows statements since these cash flows have historically been presented as a financing activity.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

New Accounting Pronouncements

The following standards, issued by the FASB, will, or are expected to, result in a change in practice and/or have a financial impact to the Company's Consolidated Financial Statements:

Standard	Description	Accenture Adoption Date	Impact on the Financial Statements or Other Significant Matters
2016-16: Income Taxes: Intra-Entity Transfers of Assets Other Than Inventory	The guidance requires an entity to recognize the income tax consequences of intra-entity transfers, other than inventory, when the transfer occurs. Under current guidance in U.S. GAAP, in the case of depreciable or amortizable assets, the income tax consequences are deferred at the time of the intra-entity transfer and recognized as the assets are depreciated or amortized. The guidance requires modified retrospective transition with a cumulative catch-up adjustment to opening retained earnings in the period of adoption.	September 1, 2018	The adoption of this ASU will require the Company to record deferred tax assets on its Consolidated Balance Sheet at the beginning of fiscal 2019. The deferred tax assets, which could be up to \$2.1 billion, represent income tax consequences of prior intra-entity transfers of assets, which currently are recognized over the expected life of the assets. Beginning in fiscal 2019, the Company will recognize incremental income tax expense as these deferred tax assets are utilized. Initially, this could represent approximately a 3.5 percentage point increase in the annual effective tax rate. However, the actual impact of adoption will depend on numerous factors, including activity for fiscal 2018 and management's expectations regarding recoverability of the related deferred taxes. Adoption will not have any impact on cash flows.
2016-02: Leases	The guidance amends existing guidance to require lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by leases and to disclose additional quantitative and qualitative information about leasing arrangements. The guidance requires a modified retrospective method upon adoption.	September 1, 2019	While the Company is continuing to assess the potential impact of this ASU, it currently believes the most significant impact relates to its accounting for office space operating leases. The Company anticipates this ASU will have a material impact on its Consolidated Balance Sheets but will not have a material impact on its other Consolidated Financial Statements or footnotes.
2014-09: (Accounting Standard Codification 606), Revenue from Contracts with Customers and related updates	The guidance replaces most existing revenue recognition guidance in U.S. GAAP. The core principle of the ASU is that an entity should recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services. The ASU requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments. The guidance allows for both retrospective and modified retrospective methods of adoption.	September 1, 2018	The Company performed an initial assessment of the impact of the ASU and developed a transition plan, including necessary changes to policies, processes, and internal controls as well as system enhancements to generate the information necessary for the new disclosures. The project is on schedule for adoption on September 1, 2018 and the Company will apply the modified retrospective method. The Company expects revenue recognition across its portfolio of services to remain largely unchanged. However, the Company expects to recognize revenue earlier than it does under current guidance in a few areas, including accounting for variable fees and for certain consulting services, which will be recognized over time rather than at a point in time. While the Company has not finalized its assessment of the impact of the ASU, based on the analysis completed to date, the Company does not currently anticipate that the ASU will have a material impact on its Consolidated Financial Statements.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

2. EARNINGS PER SHARE

Basic and diluted earnings per share were calculated as follows:

	Fiscal		
	2017	2016	2015
Basic Earnings per share			
Net income attributable to Accenture plc	\$ 3,445,149	\$ 4,111,892	\$ 3,053,581
Basic weighted average Class A ordinary shares	620,104,250	624,797,820	626,799,586
Basic earnings per share	<u>\$ 5.56</u>	<u>\$ 6.58</u>	<u>\$ 4.87</u>
Diluted Earnings per share			
Net income attributable to Accenture plc	\$ 3,445,149	\$ 4,111,892	\$ 3,053,581
Net income attributable to noncontrolling interests in Accenture Holdings plc and Accenture Canada Holdings Inc. (1)	149,131	195,560	178,925
Net income for diluted earnings per share calculation	<u>\$ 3,594,280</u>	<u>\$ 4,307,452</u>	<u>\$ 3,232,506</u>
Basic weighted average Class A ordinary shares	620,104,250	624,797,820	626,799,586
Class A ordinary shares issuable upon redemption/exchange of noncontrolling interests (1)	28,107,510	29,712,982	36,693,816
Diluted effect of employee compensation related to Class A ordinary shares	12,082,241	13,105,585	15,094,672
Diluted effect of share purchase plans related to Class A ordinary shares	169,226	153,887	168,996
Diluted weighted average Class A ordinary shares	<u>660,463,227</u>	<u>667,770,274</u>	<u>678,757,070</u>
Diluted earnings per share	<u>\$ 5.44</u>	<u>\$ 6.45</u>	<u>\$ 4.76</u>

- (1) Diluted earnings per share assumes the redemption of all Accenture Holdings plc ordinary shares owned by holders of noncontrolling interests and the exchange of all Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares, on a one-for-one basis. The income effect does not take into account “Net income attributable to noncontrolling interests—other,” since those shares are not redeemable or exchangeable for Accenture plc Class A ordinary shares.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

3. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table summarizes the changes in the accumulated balances for each component of accumulated other comprehensive loss attributable to Accenture plc:

	Fiscal		
	2017	2016	2015
Foreign currency translation			
Beginning balance	\$ (919,963)	\$ (853,504)	\$ (324,596)
Foreign currency translation	164,073	(67,884)	(524,729)
Income tax benefit (expense)	(988)	2,120	6,520
Portion attributable to noncontrolling interests	(13,165)	(695)	(10,699)
Foreign currency translation, net of tax	149,920	(66,459)	(528,908)
Ending balance	(770,043)	(919,963)	(853,504)
Defined benefit plans			
Beginning balance	(809,504)	(523,619)	(531,143)
Actuarial gain (loss)	49,565	(481,331)	(77,228)
Pension settlement	509,793	—	64,382
Prior service costs arising during the period	847	1,561	(79)
Reclassifications into net periodic pension and post-retirement expense	44,913	26,639	27,538
Income tax benefit (expense)	(219,817)	153,869	(6,725)
Portion attributable to noncontrolling interests	(16,416)	13,377	(364)
Defined benefit plans, net of tax	368,885	(285,885)	7,524
Ending balance (1)	(440,619)	(809,504)	(523,619)
Cash flow hedges			
Beginning balance	68,011	(33,288)	(16,209)
Unrealized gain (loss)	195,848	180,196	(17,207)
Reclassification adjustments into Cost of services	(118,840)	(23,004)	(15,207)
Income tax benefit (expense)	(28,309)	(51,153)	14,508
Portion attributable to noncontrolling interests	(2,075)	(4,740)	827
Cash flow hedges, net of tax	46,624	101,299	(17,079)
Ending balance (2)	114,635	68,011	(33,288)
Marketable securities			
Beginning balance	(264)	(1,561)	—
Unrealized gain (loss)	1,758	2,231	(2,693)
Income tax benefit (expense)	(183)	(873)	1,056
Portion attributable to noncontrolling interests	(68)	(61)	76
Marketable securities, net of tax	1,507	1,297	(1,561)
Ending balance	1,243	(264)	(1,561)
Accumulated other comprehensive loss	\$ (1,094,784)	\$ (1,661,720)	\$ (1,411,972)

(1) As of August 31, 2017, \$35,879 of net losses is expected to be reclassified into net periodic pension expense recognized in cost of services, sales and marketing and general and administrative costs in the next twelve months.

(2) As of August 31, 2017, \$112,303 of net unrealized gains related to derivatives designated as cash flow hedges is expected to be reclassified into Cost of services in the next twelve months.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

4. PROPERTY AND EQUIPMENT

The components of Property and equipment, net were as follows:

	August 31, 2017	August 31, 2016
Buildings and land	\$ 3,162	\$ 2,914
Computers, related equipment and software	1,611,641	1,428,134
Furniture and fixtures	393,351	354,523
Leasehold improvements	1,044,590	900,996
Property and equipment, gross	3,052,744	2,686,567
Total accumulated depreciation	(1,912,146)	(1,730,025)
Property and equipment, net	<u>\$ 1,140,598</u>	<u>\$ 956,542</u>

Depreciation expense for fiscal 2017, 2016 and 2015 was \$362,817, \$327,736 and \$311,305, respectively.

5. BUSINESS COMBINATIONS AND DIVESTITURES

Fiscal 2017

During fiscal 2017, the Company completed a number of individually immaterial acquisitions for total consideration of \$1,643,205, net of cash acquired. These acquisitions were completed primarily to expand the Company's services and solutions offerings. In connection with these acquisitions, the Company recorded goodwill of \$1,350,969 and intangible assets of \$328,776. The intangible assets primarily consist of customer-related and contract-in-progress intangibles, which are being amortized over one to twelve years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

Fiscal 2016

Business Combinations

On October 20, 2015, the Company acquired Cloud Sherpas (through its holding company, Declarative Holdings, Inc.), a leader in cloud advisory and technology services, for approximately \$409,424, net of cash acquired. This acquisition enhances the Company's ability to provide clients with cloud strategy and technology consulting, as well as cloud application implementation, integration and management services, and resulted in approximately 1,100 employees joining the Company. In connection with this acquisition, the Company recorded goodwill of \$385,337, which was allocated to all five reportable operating segments, and intangible assets of \$66,522, primarily related to customer-related intangibles. The goodwill is non-deductible for U.S. federal income tax purposes. The intangible assets are being amortized over one to seven years. The pro forma effects of this acquisition on the Company's operations were not material.

During fiscal 2016, the Company also completed other individually immaterial acquisitions for total consideration of \$458,892, net of cash acquired. These acquisitions were completed primarily to expand the Company's services and solutions offerings. In connection with these acquisitions, the Company recorded goodwill of \$382,326 and intangible assets of \$109,981. The intangible assets primarily consist of customer-related and technology intangibles, which are being amortized over one to ten years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**Divestiture**

On January 26, 2016, the Company completed the sale of Navitaire LLC (“Navitaire”), a wholly owned subsidiary of the Company that provides technology and business solutions to the airline industry, to Amadeus IT Group, S.A. (“Amadeus”). Concurrent with the sale, the Company also entered into several arrangements to provide services to Amadeus, principally infrastructure outsourcing, over five years. The Company received a total of \$825,644, net of transaction costs and cash divested, of which \$214,500 was recorded as deferred revenue attributable to arrangements to provide services to Amadeus. In connection with the sale of Navitaire, the Company recorded a gain of \$547,584 (reported in “Gain on sale of businesses” in the Consolidated Income Statements) and recorded related income taxes of \$55,759. Approximately 600 Navitaire employees transferred to Amadeus as a part of this sale.

Joint Venture

On August 1, 2016, the Company completed the transfer of its Duck Creek business to Apax Partners LLP in exchange for \$196,198, net of transaction costs and cash divested, and a 40% non-controlling interest in the newly formed joint venture, Duck Creek Technologies LLC (“Duck Creek”). Duck Creek’s business is to accelerate the innovation of claims, billing and policy administration software for the insurance industry. In connection with the transaction, which resulted in the recording of the retained non-controlling interest at fair value, the Company recorded a gain of \$301,239 (reported in “Gain on sale of businesses” in the Consolidated Income Statements) and related income tax expense of \$48,286. The fair value of the Company’s retained interest in Duck Creek was calculated based on the terms of the transfer and other factors related to the valuation of the non-controlling interest. Approximately 1,000 employees moved to Duck Creek as a part of this transaction.

Fiscal 2015

On March 25, 2015, the Company acquired Agilex Technologies, Inc., a provider of digital solutions for the U.S. federal government, for \$264,444, net of cash acquired. This acquisition enhanced Accenture’s digital capabilities in analytics, cloud and mobility for federal agencies and resulted in approximately 730 employees joining the Company. In connection with this acquisition, the Company recorded goodwill of \$206,123, which was allocated to the Health & Public Service operating segment, and intangible assets of \$50,800, primarily consisting of customer-related intangibles. The goodwill is non-deductible for U.S. federal income tax purposes. The intangible assets are being amortized over one to eight years. The pro forma effects of this acquisition on the Company’s operations were not material.

During fiscal 2015, the Company also completed other individually immaterial acquisitions for total consideration of \$510,236, net of cash acquired. These acquisitions were completed primarily to expand the Company’s services and solutions offerings. In connection with these acquisitions, the Company recorded goodwill of \$427,435 and intangible assets of \$120,970. The intangible assets primarily consist of customer-related and technology intangibles, which are being amortized over one to eleven years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

6. GOODWILL AND INTANGIBLE ASSETS

Goodwill

The changes in the carrying amount of goodwill by reportable operating segment were as follows:

	August 31, 2015	Additions/ Adjustments	Foreign Currency Translation	August 31, 2016	Additions/ Adjustments	Foreign Currency Translation	August 31, 2017
Communications, Media & Technology	\$ 364,824	\$ 194,365	\$ (12,623)	\$ 546,566	\$ 220,406	\$ 8,830	\$ 775,802
Financial Services	713,430	149,811	(8,865)	854,376	280,569	16,079	1,151,024
Health & Public Service	588,893	130,787	(3,831)	715,849	214,316	4,209	934,374
Products	1,001,768	134,607	(23,384)	1,112,991	564,519	20,630	1,698,140
Resources	260,918	123,613	(4,876)	379,655	56,447	6,910	443,012
Total	<u>\$ 2,929,833</u>	<u>\$ 733,183</u>	<u>\$ (53,579)</u>	<u>\$ 3,609,437</u>	<u>\$ 1,336,257</u>	<u>\$ 56,658</u>	<u>\$ 5,002,352</u>

Goodwill includes immaterial adjustments related to divestitures and prior period acquisitions.

Intangible Assets

The Company's definite-lived intangible assets by major asset class were as follows:

Intangible Asset Class	August 31, 2017			August 31, 2016		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer-related	\$ 809,683	\$ (235,315)	\$ 574,368	\$ 532,753	\$ (159,774)	\$ 372,979
Technology	108,929	(65,453)	43,476	100,363	(48,270)	52,093
Patents	124,669	(62,543)	62,126	118,906	(57,951)	60,955
Other	52,342	(21,930)	30,412	43,804	(19,680)	24,124
Total	<u>\$ 1,095,623</u>	<u>\$ (385,241)</u>	<u>\$ 710,382</u>	<u>\$ 795,826</u>	<u>\$ (285,675)</u>	<u>\$ 510,151</u>

Total amortization related to the Company's intangible assets was \$149,417, \$117,882 and \$99,633 for fiscal 2017, 2016 and 2015, respectively. Estimated future amortization related to intangible assets held at August 31, 2017 is as follows:

Fiscal Year	Estimated Amortization
2018	\$ 153,777
2019	113,539
2020	101,562
2021	93,119
2022	93,453
Thereafter	154,932
Total	<u>\$ 710,382</u>

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**7. DERIVATIVE FINANCIAL INSTRUMENTS**

In the normal course of business, the Company uses derivative financial instruments to manage foreign currency exchange rate risk. Derivative transactions are governed by a uniform set of policies and procedures covering areas such as authorization, counterparty exposure and hedging practices. Positions are monitored using techniques such as market value and sensitivity analyses. The Company does not enter into derivative transactions for trading purposes. The Company classifies cash flows from its derivative programs as cash flows from operating activities in the Consolidated Cash Flows Statements.

Certain derivatives also give rise to credit risks from the possible non-performance by counterparties. Credit risk is generally limited to the fair value of those contracts that are favorable to the Company, and the maximum amount of loss due to credit risk, based on the gross fair value of all of the Company's derivative financial instruments, was \$228,175 as of August 31, 2017.

The Company also utilizes standard counterparty master agreements containing provisions for the netting of certain foreign currency transaction obligations and for set-off of certain obligations in the event of an insolvency of one of the parties to the transaction. These provisions may reduce the Company's potential overall loss resulting from the insolvency of a counterparty and reduce a counterparty's potential overall loss resulting from the insolvency of the Company. Additionally, these agreements contain early termination provisions triggered by adverse changes in a counterparty's credit rating, thereby enabling the Company to accelerate settlement of a transaction prior to its contractual maturity and potentially decrease the Company's realized loss on an open transaction. Similarly, a decrement in the Company's credit rating could trigger a counterparty's early termination rights, thereby enabling a counterparty to accelerate settlement of a transaction prior to its contractual maturity and potentially increase the Company's realized loss on an open transaction. The aggregate fair value of the Company's derivative instruments with credit-risk-related contingent features that are in a liability position as of August 31, 2017 was \$51,118.

The Company's derivative financial instruments consist of deliverable and non-deliverable foreign currency forward contracts. Fair values for derivative financial instruments are based on prices computed using third-party valuation models and are classified as Level 2 in accordance with the three-level hierarchy of fair value measurements. All of the significant inputs to the third-party valuation models are observable in active markets. Inputs include current market-based parameters such as forward rates, yield curves and credit default swap pricing. For additional information related to the three-level hierarchy of fair value measurements, see Note 10 (Retirement and Profit Sharing Plans) to these Consolidated Financial Statements.

Cash Flow Hedges

Certain of the Company's subsidiaries are exposed to currency risk through their use of the Company's global delivery resources. To mitigate this risk, the Company uses foreign currency forward contracts to hedge the foreign exchange risk of the forecasted intercompany expenses denominated in foreign currencies for up to three years in the future. The Company has designated these derivatives as cash flow hedges. As of August 31, 2017 and 2016, the Company held no derivatives that were designated as fair value or net investment hedges.

In order for a derivative to qualify for hedge accounting, the derivative must be formally designated as a fair value, cash flow or net investment hedge by documenting the relationship between the derivative and the hedged item. The documentation includes a description of the hedging instrument, the hedged item, the risk being hedged, the Company's risk management objective and strategy for undertaking the hedge, the method for assessing the effectiveness of the hedge and the method for measuring hedge ineffectiveness. Additionally, the hedge relationship must be expected to be highly effective at offsetting changes in either the fair value or cash flows of the hedged item at both inception of the hedge and on an ongoing basis. The Company assesses the ongoing effectiveness of its hedges using the Hypothetical Derivative Method, which measures hedge ineffectiveness based on a comparison of the change in fair value of the actual derivative designated as the hedging instrument and the change in fair value of a hypothetical derivative. The hypothetical derivative would have terms that identically match the critical terms of the hedged item. The Company measures and records hedge ineffectiveness at the end of each fiscal quarter.

For a cash flow hedge, the effective portion of the change in estimated fair value of a hedging instrument is recorded in Accumulated other comprehensive loss as a separate component of Shareholders' Equity and is reclassified into Cost of services in the Consolidated Income Statement during the period in which the hedged transaction is recognized. The amounts related to derivatives designated as cash flow hedges that were reclassified into Cost of services were a net gain of \$118,840, \$23,004 and \$15,207 during fiscal 2017, 2016 and 2015, respectively. The ineffective portion of the change in fair value of a cash flow hedge is recognized immediately in Other income (expense),

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

net in the Consolidated Income Statement and for fiscal 2017, 2016 and 2015, was not material. In addition, the Company did not discontinue any cash flow hedges during fiscal 2017, 2016 or 2015.

Other Derivatives

The Company also uses foreign currency forward contracts, which have not been designated as hedges, to hedge balance sheet exposures, such as intercompany loans. These instruments are generally short-term in nature, with typical maturities of less than one year, and are subject to fluctuations in foreign exchange rates. Realized gains or losses and changes in the estimated fair value of these derivatives were a net gain of \$66,748 for fiscal 2017 and a net loss of \$84,293 and \$257,783 for fiscal 2016 and 2015, respectively. Gains and losses on these contracts are recorded in Other income (expense), net in the Consolidated Income Statement and are offset by gains and losses on the related hedged items.

Fair Value of Derivative Instruments

The notional and fair values of all derivative instruments were as follows:

	August 31, 2017	August 31, 2016
Assets		
Cash Flow Hedges		
Other current assets	\$ 133,935	\$ 71,955
Other non-current assets	82,770	45,683
Other Derivatives		
Other current assets	11,470	11,965
Total assets	\$ 228,175	\$ 129,603
Liabilities		
Cash Flow Hedges		
Other accrued liabilities	\$ 21,632	\$ 10,820
Other non-current liabilities	17,244	5,547
Other Derivatives		
Other accrued liabilities	12,242	17,407
Total liabilities	\$ 51,118	\$ 33,774
Total fair value	\$ 177,057	\$ 95,829
Total notional value	\$ 9,290,345	\$ 7,604,486

The Company utilizes standard counterparty master agreements containing provisions for the netting of certain foreign currency transaction obligations and for the set-off of certain obligations in the event of an insolvency of one of the parties to the transaction. In the Consolidated Balance Sheets, the Company records derivative assets and liabilities at gross fair value. The potential effect of netting derivative assets against liabilities under the counterparty master agreements was as follows:

	August 31, 2017	August 31, 2016
Net derivative assets	\$ 189,066	\$ 114,785
Net derivative liabilities	12,009	18,956
Total fair value	\$ 177,057	\$ 95,829

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

8. BORROWINGS AND INDEBTEDNESS

As of August 31, 2017, the Company had the following borrowing facilities, including the issuance of letters of credit, to support general working capital purposes:

	Facility Amount	Borrowings Under Facilities
Syndicated loan facility (1)	\$ 1,000,000	\$ —
Separate, uncommitted, unsecured multicurrency revolving credit facilities (2)	506,611	—
Local guaranteed and non-guaranteed lines of credit (3)	234,601	—
Total	<u>\$ 1,741,212</u>	<u>\$ —</u>

- (1) This facility, which matures on December 22, 2020, provides unsecured, revolving borrowing capacity for general working capital purposes, including the issuance of letters of credit. Financing is provided under this facility at the prime rate or at the London Interbank Offered Rate, plus a spread. The Company continues to be in compliance with relevant covenant terms. The facility is subject to annual commitment fees. As of August 31, 2017 and 2016, the Company had no borrowings under the facility.
- (2) The Company maintains separate, uncommitted and unsecured multicurrency revolving credit facilities. These facilities provide local currency financing for the majority of the Company's operations. Interest rate terms on the revolving facilities are at market rates prevailing in the relevant local markets. As of August 31, 2017 and 2016, the Company had no borrowings under these facilities.
- (3) The Company also maintains local guaranteed and non-guaranteed lines of credit for those locations that cannot access the Company's global facilities. As of August 31, 2017 and 2016, the Company had no borrowings under these various facilities.

Under the borrowing facilities described above, the Company had an aggregate of \$195,998 and \$168,663 of letters of credit outstanding as of August 31, 2017 and 2016, respectively. In addition, the Company had total outstanding debt of \$25,070 and \$27,230 as of August 31, 2017 and 2016, respectively. In the fourth quarter of fiscal 2017, the Company entered into agreements that will allow it to establish a commercial paper program for short-term borrowings of up to \$1 billion, backed by its syndicated loan facility.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

9. INCOME TAXES

	Fiscal		
	2017	2016	2015
Current taxes			
U.S. federal	\$ 152,002	\$ 314,121	\$ 617,488
U.S. state and local	17,269	38,255	72,133
Non-U.S.	1,175,962	835,653	906,229
Total current tax expense	1,345,233	1,188,029	1,595,850
Deferred taxes			
U.S. federal	(200,483)	8,588	(94,621)
U.S. state and local	(26,069)	1,056	(11,245)
Non-U.S.	(137,581)	56,296	(353,243)
Total deferred tax (benefit) expense	(364,133)	65,940	(459,109)
Total	\$ 981,100	\$ 1,253,969	\$ 1,136,741

The components of Income before income taxes were as follows:

	Fiscal		
	2017	2016	2015
U.S. sources (1)	\$ 251,456	\$ 1,047,909	\$ 1,321,511
Non-U.S. sources	4,364,576	4,555,663	3,089,019
Total	\$ 4,616,032	\$ 5,603,572	\$ 4,410,530

(1) Includes U.S. pension settlement charges of \$509,793 and \$64,382 for fiscal 2017 and 2015, respectively.

The reconciliation of the U.S. federal statutory income tax rate to the Company's effective income tax rate was as follows:

	Fiscal		
	2017	2016	2015
U.S. federal statutory income tax rate	35.0%	35.0%	35.0%
U.S. state and local taxes, net	1.3	1.1	1.3
Non-U.S. operations taxed at lower rates	(18.0)	(12.0)	(15.4)
Final determinations (1)	(3.6)	(2.1)	(5.1)
Other net activity in unrecognized tax benefits	8.4	2.7	3.2
Change in indefinite reinvestment assertion	(0.6)	(0.6)	5.6
Divestitures	—	(3.4)	—
Excess tax benefits from share based payments	(2.7)	—	—
Other, net	1.5	1.7	1.2
Effective income tax rate	21.3%	22.4%	25.8%

(1) Final determinations include final agreements with tax authorities and expirations of statutes of limitations.

During fiscal 2015, the Company concluded that substantially all of the undistributed earnings of its U.S. subsidiaries would no longer be considered indefinitely reinvested and recorded an estimated tax liability of \$247,097 for withholding taxes payable on the distribution of these earnings. These earnings were distributed in the form of a U.S. dividend declared and paid on August 26, 2015. The Company intends to indefinitely reinvest any future U.S. earnings. As of August 31, 2017, the Company had not recognized a deferred tax liability on \$1,402,881 of undistributed

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

earnings for certain foreign subsidiaries, because these earnings are intended to be indefinitely reinvested. If such earnings were distributed, some countries may impose additional taxes. The unrecognized deferred tax liability (the amount payable if distributed) is approximately \$124,000.

Portions of the Company's operations are subject to reduced tax rates or are free of tax under various tax holidays which expire between fiscal 2018 and 2022. Some of the holidays are renewable at reduced levels, under certain conditions, with possible renewal periods through 2032. The income tax benefits attributable to the tax status of these subsidiaries were estimated to be approximately \$95,000, \$100,000 and \$111,000 in fiscal 2017, 2016 and 2015, respectively.

The effect on deferred tax assets and liabilities of enacted changes in tax laws and tax rates did not have a material impact on the Company's effective tax rate.

The components of the Company's deferred tax assets and liabilities included the following:

	August 31, 2017	August 31, 2016
Deferred tax assets		
Pensions	\$ 294,850	\$ 306,776
Revenue recognition	163,393	113,890
Compensation and benefits	734,373	797,707
Share-based compensation	293,546	262,508
Tax credit carryforwards	1,419,506	1,161,084
Net operating loss carryforwards	204,803	131,018
Depreciation and amortization	97,076	97,015
Deferred amortization deductions	705,495	687,351
Indirect effects of unrecognized tax benefits	343,832	354,544
Other	122,590	139,105
	<u>4,379,464</u>	<u>4,050,998</u>
Valuation allowance	(1,564,554)	(1,243,207)
Total deferred tax assets	<u>2,814,910</u>	<u>2,807,791</u>
Deferred tax liabilities		
Revenue recognition	(80,683)	(109,749)
Depreciation and amortization	(228,166)	(205,431)
Investments in subsidiaries	(202,359)	(330,673)
Other	(225,899)	(195,646)
Total deferred tax liabilities	<u>(737,107)</u>	<u>(841,499)</u>
Net deferred tax assets	<u>\$ 2,077,803</u>	<u>\$ 1,966,292</u>

The Company recorded valuation allowances of \$1,564,554 and \$1,243,207 as of August 31, 2017 and 2016, respectively, against deferred tax assets principally associated with certain tax credit and tax net operating loss carryforwards, as the Company believes it is more likely than not that these assets will not be realized. For all other deferred tax assets, the Company believes it is more likely than not that the results of future operations will generate sufficient taxable income to realize these deferred tax assets. During fiscal 2017, the Company recorded a net increase of \$321,347 in the valuation allowance. The majority of this change related to valuation allowances on certain tax credit carryforwards, as the Company believes it is more likely than not that these assets will not be realized.

The Company had tax credit carryforwards as of August 31, 2017 of \$1,419,506, of which \$29,674 will expire between 2018 and 2027, \$3,885 will expire between 2028 and 2037, and \$1,385,947 has an indefinite carryforward period. The Company had net operating loss carryforwards as of August 31, 2017 of \$756,010. Of this amount, \$209,066 expires between 2018 and 2027, \$255,183 expires between 2028 and 2037, and \$291,761 has an indefinite carryforward period.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

As of August 31, 2017, the Company had \$945,850 of unrecognized tax benefits, of which \$609,555, if recognized, would favorably affect the Company's effective tax rate. As of August 31, 2016, the Company had \$985,755 of unrecognized tax benefits, of which \$508,313, if recognized, would favorably affect the Company's effective tax rate. The remaining unrecognized tax benefits as of August 31, 2017 and 2016 of \$336,295 and \$477,442, respectively, represent items recorded as adjustments to fiscal 2016 equity and offsetting tax benefits associated with the correlative effects of potential transfer pricing adjustments, state income taxes and timing adjustments.

A reconciliation of the beginning and ending amounts of unrecognized tax benefits was as follows:

	Fiscal	
	2017	2016
Balance, beginning of year	\$ 985,755	\$ 997,935
Additions for tax positions related to the current year	204,321	163,097
Additions for tax positions related to prior years	254,274	126,353
Reductions for tax positions related to prior years	(250,135)	(63,782)
Statute of limitations expirations	(41,544)	(208,295)
Settlements with tax authorities	(221,999)	(3,703)
Foreign currency translation	15,178	(25,850)
Balance, end of year	<u>\$ 945,850</u>	<u>\$ 985,755</u>

The Company recognizes interest and penalties related to unrecognized tax benefits in the Provision for income taxes. During fiscal 2017, 2016 and 2015, the Company recognized expense (benefit) of \$37,350, \$8,681 and \$(17,373) in interest and penalties, respectively. Accrued interest and penalties related to unrecognized tax benefits of \$98,204 (\$87,417, net of tax benefits) and \$109,269 (\$95,057, net of tax benefits) were reflected on the Company's Consolidated Balance Sheets as of August 31, 2017 and 2016, respectively.

The Company has participated in the U.S. Internal Revenue Service ("IRS") Compliance Assurance Program ("CAP") since the 2016 fiscal year. As part of CAP, tax years are audited on a contemporaneous basis so that most issues are resolved prior to the filing of the tax return. The audit by the IRS for fiscal 2013 and 2014 closed during fiscal 2017. By agreement with the IRS, the Company filed an amended return for fiscal 2015 with adjustments to which the IRS agreed. The Company is also currently under audit in numerous state and non-U.S. tax jurisdictions. Although the outcome of tax audits is always uncertain and could result in significant cash tax payments, the Company does not believe the outcome of these audits will have a material adverse effect on the Company's consolidated financial position or results of operations. With limited exceptions, the Company is no longer subject to income tax audits by taxing authorities for the years before 2009. The Company believes that it is reasonably possible that its unrecognized tax benefits could decrease by approximately \$422,000 or increase by approximately \$306,000 in the next 12 months as a result of settlements, lapses of statutes of limitations, tax audit activity and other adjustments. The majority of these amounts relate to transfer pricing matters in both U.S. and non-U.S. tax jurisdictions.

As previously disclosed, in December 2016, the Swiss Federal Tax Administration notified a subsidiary of Accenture that it had opened an investigation to examine the tax treatment of an August 2010 intercompany transfer of certain intellectual property. In June 2017, we resolved this matter with the Swiss tax authorities and, in connection with that resolution, agreed to a final assessment of prior year taxes, which were paid in June.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

10. RETIREMENT AND PROFIT SHARING PLANS

Defined Benefit Pension and Postretirement Plans

In the United States and certain other countries, the Company maintains and administers defined benefit retirement plans and postretirement medical plans for certain current, retired and resigned employees. In addition, the Company's U.S. defined benefit pension plans include a frozen plan for former pre-incorporation partners, which is unfunded. Benefits under the employee retirement plans are primarily based on years of service and compensation during the years immediately preceding retirement or termination of participation in the plan. The defined benefit pension disclosures include the Company's U.S. and material non-U.S. defined benefit pension plans.

Assumptions

The weighted-average assumptions used to determine the defined benefit pension obligations as of August 31 and the net periodic pension expense were as follows:

	Pension Plans						Postretirement Plans		
	August 31, 2017		August 31, 2016		August 31, 2015		August 31, 2017	August 31, 2016	August 31, 2015
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Discount rate for determining projected benefit obligation	3.75%	2.83%	3.50%	2.40%	4.50%	3.47%	3.73%	3.51%	4.46%
Discount rate for determining net periodic pension expense	3.50%	2.40%	4.50%	3.47%	4.25%	3.53%	3.51%	4.46%	4.25%
Long term rate of return on plan assets	4.25%	3.52%	4.75%	3.99%	5.50%	4.55%	4.13%	4.54%	5.05%
Rate of increase in future compensation for determining projected benefit obligation	2.25%	3.63%	2.57%	3.47%	3.65%	3.56%	N/A	N/A	N/A
Rate of increase in future compensation for determining net periodic pension expense	2.57%	3.47%	3.60%	3.56%	3.65%	3.75%	N/A	N/A	N/A

Beginning in fiscal 2016, the Company changed the method it uses to estimate the service and interest cost components of net periodic pension expense. Historically, the Company selected a discount rate for the U.S. plans by matching the plans' cash flows to that of the average of two yield curves that provide the equivalent yields on zero-coupon corporate bonds for each maturity. The discount rate assumption for the non-U.S. Plans primarily reflected the market rate for high-quality, fixed-income debt instruments. Beginning in fiscal 2016, the Company utilized a full yield curve approach to estimate these components by applying specific spot rates along the yield curve used in the determination of the benefit obligation to the relevant projected cash flows. The Company made this change to improve the correlation between projected benefit cash flows and the corresponding yield curve spot rates and to provide a more precise measurement of service and interest costs. This change does not affect the measurement of the Company's total benefit obligations. The Company accounted for this change as a change in estimate and, accordingly, recognized its effect prospectively beginning in fiscal 2016.

The discount rate assumptions are based on the expected duration of the benefit payments for each of the Company's defined benefit pension and postretirement plans as of the annual measurement date and are subject to change each year.

The expected long-term rate of return on plan assets should, over time, approximate the actual long-term returns on defined benefit pension and postretirement plan assets and is based on historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the asset portfolio.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**Assumed U.S. Health Care Cost Trend**

The Company's U.S. postretirement plan assumed annual rate of increase in the per capita cost of health care benefits is 7.2% for the plan year ending June 30, 2018. The rate is assumed to decrease on a straight-line basis to 4.5% for the plan year ending June 30, 2038 and remain at that level thereafter. A one percentage point increase in the assumed health care cost trend rates would increase the benefit obligation by \$83,430, while a one percentage point decrease would reduce the benefit obligation by \$64,701.

U.S. Defined Benefit Pension Plan Settlement Charges

In May 2017, the Company settled its U.S. pension plan obligations. Plan participants elected to receive either a lump-sum distribution or to transfer benefits to a third-party annuity provider. As a result of the settlement, the Company was relieved of any further obligation under its U.S. pension plan. During fiscal 2017, the Company recorded a pension settlement charge of \$509,793, and related income tax benefits of \$198,219. The charge primarily consisted of unrecognized actuarial losses of \$460,908 previously included in Accumulated other comprehensive loss. In connection with the settlement, the Company made a \$118,500 cash contribution (\$48,885 related to additional actuarial losses and \$69,615 to fund previously recorded pension liabilities). In connection with the plan termination, the Company created a separate defined benefit plan, with substantially the same terms as the terminated plan, for approximately 600 active employees who are currently eligible to accrue benefits.

During fiscal 2015, the Company offered a voluntary one-time lump sum payment option to certain eligible former employees who had vested benefits under the Company's U.S. pension plan that, if accepted, would settle the Company's pension obligations to them. This resulted in lump sum payments from plan assets of \$279,571 during fiscal 2015. As a result of this settlement and the adoption of the new U.S. mortality tables released by the Society of Actuaries, the Company remeasured the assets and liabilities of the U.S. pension plan, which in aggregate resulted in a net reduction to the projected benefit obligation of \$179,938 as well as a non-cash settlement charge of \$64,382, pre-tax, during fiscal 2015.

Pension and Postretirement Expense

Pension expense for fiscal 2017, 2016 and 2015 was \$622,302, \$94,827 and \$143,968 (including the above noted settlement charges), respectively. Postretirement expense for fiscal 2017, 2016 and 2015 was not material to the Company's Consolidated Financial Statements.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Benefit Obligation, Plan Assets and Funded Status

The changes in the benefit obligations, plan assets and funded status of the Company's pension and postretirement benefit plans for fiscal 2017 and 2016 were as follows:

	Pension Plans				Postretirement Plans	
	August 31, 2017		August 31, 2016		August 31, 2017	August 31, 2016
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Reconciliation of benefit obligation						
Benefit obligation, beginning of year	\$ 2,030,006	\$ 1,758,110	\$ 1,635,744	\$ 1,439,225	\$ 500,964	\$ 403,095
Service cost	7,380	82,727	7,305	72,502	19,898	18,565
Interest cost	48,354	36,906	63,470	43,827	15,270	15,618
Participant contributions	—	11,832	—	9,857	—	—
Acquisitions/divestitures/transfers	—	15,664	—	41,719	—	—
Amendments	—	(847)	—	(1,561)	—	—
Curtailement	—	—	—	(689)	—	84
Pension settlement	(1,612,824)	—	—	—	—	—
Special termination benefits	—	—	—	1,332	—	—
Actuarial (gain) loss	(80,507)	(76,066)	371,294	261,252	5,084	74,213
Benefits paid	(49,546)	(47,233)	(47,807)	(52,549)	(13,047)	(11,143)
Exchange rate impact	—	35,369	—	(56,805)	1,511	532
Benefit obligation, end of year	<u>\$ 342,863</u>	<u>\$ 1,816,462</u>	<u>\$ 2,030,006</u>	<u>\$ 1,758,110</u>	<u>\$ 529,680</u>	<u>\$ 500,964</u>
Reconciliation of fair value of plan assets						
Fair value of plan assets, beginning of year	\$ 1,801,435	\$ 1,081,154	\$ 1,596,186	\$ 982,471	\$ 27,130	\$ 24,643
Actual return on plan assets	(63,919)	42,417	242,112	97,638	(38)	3,856
Acquisitions/divestitures/transfers	—	818	—	24,052	—	—
Employer contributions	129,483	67,300	10,944	71,046	12,496	9,774
Participant contributions	—	11,832	—	9,857	—	—
Pension settlement	(1,612,824)	—	—	—	—	—
Benefits paid	(49,546)	(47,233)	(47,807)	(52,549)	(13,047)	(11,143)
Exchange rate impact	—	(2,160)	—	(51,361)	—	—
Fair value of plan assets, end of year	<u>\$ 204,629</u>	<u>\$ 1,154,128</u>	<u>\$ 1,801,435</u>	<u>\$ 1,081,154</u>	<u>\$ 26,541</u>	<u>\$ 27,130</u>
Funded status, end of year	<u>\$ (138,234)</u>	<u>\$ (662,334)</u>	<u>\$ (228,571)</u>	<u>\$ (676,956)</u>	<u>\$ (503,139)</u>	<u>\$ (473,834)</u>
Amounts recognized in the Consolidated Balance Sheets						
Non-current assets	\$ 2,127	\$ 64,461	\$ —	\$ 59,335	\$ —	\$ —
Current liabilities	(11,047)	(21,015)	(11,091)	(16,691)	(1,659)	(1,579)
Non-current liabilities	(129,314)	(705,780)	(217,480)	(719,600)	(501,480)	(472,255)
Funded status, end of year	<u>\$ (138,234)</u>	<u>\$ (662,334)</u>	<u>\$ (228,571)</u>	<u>\$ (676,956)</u>	<u>\$ (503,139)</u>	<u>\$ (473,834)</u>

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Accumulated Other Comprehensive Loss

The pre-tax accumulated net loss and prior service (credit) cost recognized in Accumulated other comprehensive loss as of August 31, 2017 and 2016 was as follows:

	Pension Plans				Postretirement Plans	
	August 31, 2017		August 31, 2016		August 31, 2017	August 31, 2016
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Net loss	\$ 112,015	\$ 386,428	\$ 592,873	\$ 480,408	\$ 142,197	\$ 143,777
Prior service (credit) cost	—	(5,222)	—	(6,860)	27,656	31,569
Accumulated other comprehensive loss, pre-tax	\$ 112,015	\$ 381,206	\$ 592,873	\$ 473,548	\$ 169,853	\$ 175,346

Funded Status for Defined Benefit Plans

The accumulated benefit obligation for defined benefit pension plans as of August 31, 2017 and 2016 was as follows:

	August 31, 2017		August 31, 2016	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
	Accumulated benefit obligation	\$ 333,588	\$ 1,651,869	\$ 2,017,437

The following information is provided for defined benefit pension plans and postretirement plans with projected benefit obligations in excess of plan assets and for defined benefit pension plans with accumulated benefit obligations in excess of plan assets as of August 31, 2017 and 2016:

	Pension Plans				Postretirement Plans	
	August 31, 2017		August 31, 2016		August 31, 2017	August 31, 2016
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Projected benefit obligation in excess of plan assets						
Projected benefit obligation	\$ 342,863	\$ 1,037,634	\$ 2,030,006	\$ 1,400,510	\$ 529,680	\$ 500,964
Fair value of plan assets	202,502	310,839	1,801,435	664,220	26,541	27,130

	August 31, 2017		August 31, 2016	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
	Accumulated benefit obligation in excess of plan assets			
Accumulated benefit obligation	\$ 138,476	\$ 810,330	\$ 2,017,437	\$ 1,233,952
Fair value of plan assets	—	208,559	1,801,435	627,738

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Investment Strategies

U.S. Pension Plans

The overall investment objective of the defined benefit pension plans is to match the duration of the plans' assets to the plans' liabilities while managing risk in order to meet current defined benefit pension obligations. The plans' future prospects, their current financial conditions, the Company's current funding levels and other relevant factors suggest that the plans can tolerate some interim fluctuations in market value and rates of return in order to achieve long-term objectives without undue risk to the plans' ability to meet their current benefit obligations. The Company recognizes that asset allocation of the defined benefit pension plans' assets is an important factor in determining long-term performance. Actual asset allocations at any point in time may vary from the target asset allocations and will be dictated by current and anticipated market conditions, required cash flows and investment decisions of the investment committee and the pension plans' investment funds and managers. Ranges are established to provide flexibility for the asset allocation to vary around the targets without the need for immediate rebalancing.

Non-U.S. Pension Plans

Plan assets in non-U.S. defined benefit pension plans conform to the investment policies and procedures of each plan and to relevant legislation. The pension committee or trustee of each plan regularly, but at least annually, reviews the investment policy and the performance of the investment managers. In certain countries, the trustee is also required to consult with the Company. Asset allocation decisions are made to provide risk adjusted returns that align with the overall investment strategy for each plan. Generally, the investment return objective of each plan is to achieve a total annualized rate of return that exceeds inflation over the long term by an amount based on the target asset allocation mix of that plan. In certain countries, plan assets are invested in funds that are required to hold a majority of assets in bonds, with a smaller proportion in equities. Also, certain plan assets are entirely invested in contracts held with the plan insurer, which determines the strategy. Defined benefit pension plans in certain countries are unfunded.

Risk Management

Plan investments are exposed to risks including market, interest rate and operating risk. In order to mitigate significant concentrations of these risks, the assets are invested in a diversified portfolio primarily consisting of fixed income instruments and equities. To minimize asset volatility relative to the liabilities, plan assets allocated to debt securities appropriately match the duration of individual plan liabilities. Equities are diversified between U.S. and non-U.S. index funds and are intended to achieve long term capital appreciation. Plan asset allocation and investment managers' guidelines are reviewed on a regular basis.

Plan Assets

The Company's target allocation for fiscal 2018 and weighted-average plan assets allocations as of August 31, 2017 and 2016 by asset category for defined benefit pension plans were as follows:

Asset Category	2018 Target Allocation		2017		2016	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Equity securities	—%	38%	—%	30%	—%	29%
Debt securities	99	49	94	58	75	58
Cash and short-term investments	1	3	6	2	25	2
Insurance contracts	—	6	—	6	—	7
Other	—	4	—	4	—	4
Total	100%	100%	100%	100%	100%	100%

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

The three-level hierarchy of fair value measurements is based on whether the inputs to those measurements are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company’s market assumptions. The fair-value hierarchy requires the use of observable market data when available and consists of the following levels:

- Level 1—Quoted prices for identical instruments in active markets;
- Level 2—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable in active markets; and
- Level 3—Valuations derived from valuation techniques in which one or more significant inputs are unobservable.

The fair values of defined benefit pension and postretirement plan assets as of August 31, 2017 were as follows:

Non-U.S. Plans

	Level 1	Level 2	Level 3	Total
Equity				
Mutual fund equity securities	\$ —	\$ 347,781	\$ —	\$ 347,781
Fixed Income				
Non-U.S. government debt securities	105,331	—	—	105,331
Mutual fund debt securities	3,093	560,606	—	563,699
Cash and short-term investments	16,072	9,059	—	25,131
Insurance contracts	—	69,754	—	69,754
Other	—	42,432	—	42,432
Total	\$ 124,496	\$ 1,029,632	\$ —	\$ 1,154,128

There were no transfers between Levels 1 and 2 during fiscal 2017.

The U.S. Plans have \$231,170 in Level 2 assets, primarily made up of U.S. corporate debt securities of \$130,245 and U.S. government, state and local debt securities of \$59,743.

Expected Contributions

Generally, annual contributions are made at such times and in amounts as required by law and may, from time to time, exceed minimum funding requirements. The Company estimates it will pay approximately \$88,919 in fiscal 2018 related to contributions to its U.S. and non-U.S. defined benefit pension plans and benefit payments related to the unfunded frozen plan for former pre-incorporation partners. The Company has not determined whether it will make additional voluntary contributions for its defined benefit pension plans. The Company’s postretirement plan contributions in fiscal 2018 are not expected to be material to the Company’s Consolidated Financial Statements.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Estimated Future Benefit Payments

Benefit payments for defined benefit pension plans and postretirement plans, which reflect expected future service, as appropriate, are expected to be paid as follows:

	Pension Plans		Postretirement Plans
	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans
2018	\$ 12,774	\$ 54,846	\$ 11,509
2019	13,572	59,328	12,747
2020	14,357	70,756	14,189
2021	15,158	80,109	16,145
2022	15,868	85,344	18,357
2023-2027	89,785	475,803	125,060

Defined Contribution Plans

In the United States and certain other countries, the Company maintains and administers defined contribution plans for certain current, retired and resigned employees. Total expenses recorded for defined contribution plans were \$454,124, \$419,932 and \$397,123 in fiscal 2017, 2016 and 2015, respectively.

11. SHARE-BASED COMPENSATION

Share Incentive Plans

The Amended and Restated Accenture plc 2010 Share Incentive Plan, as amended and approved by the Company's shareholders in 2016 (the "Amended 2010 SIP"), is administered by the Compensation Committee of the Board of Directors of Accenture and provides for the grant of nonqualified share options, incentive stock options, restricted share units and other share-based awards. A maximum of 83,000,000 Accenture plc Class A ordinary shares are currently authorized for awards under the Amended 2010 SIP. As of August 31, 2017, there were 15,049,324 shares available for future grants. Accenture plc Class A ordinary shares covered by awards that terminate, lapse or are cancelled may again be used to satisfy awards under the Amended 2010 SIP. The Company issues new Accenture plc Class A ordinary shares and shares from treasury for shares delivered under the Amended 2010 SIP.

A summary of information with respect to share-based compensation is as follows:

	Fiscal		
	2017	2016	2015
Total share-based compensation expense included in Net income	\$ 795,235	\$ 758,176	\$ 680,329
Income tax benefit related to share-based compensation included in Net income (1)	349,114	236,423	212,019

(1) Includes \$99,649 of excess tax benefits in fiscal 2017 related to the adoption of ASU 2016-09 on September 1, 2016.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Restricted Share Units

Under the Amended 2010 SIP, participants may be, and previously under the predecessor 2001 Share Incentive Plan were, granted restricted share units, each of which represent an unfunded, unsecured right to receive an Accenture plc Class A ordinary share on the date specified in the participant's award agreement. The fair value of the awards is based on the Company's stock price on the date of grant. The restricted share units granted under these plans are subject to cliff or graded vesting, generally ranging from two to seven years. For awards with graded vesting, compensation expense is recognized over the vesting term of each separately vesting portion. Compensation expense is recognized on a straight-line basis for awards with cliff vesting. Restricted share unit activity during fiscal 2017 was as follows:

	Number of Restricted Share Units	Weighted Average Grant-Date Fair Value
Nonvested balance as of August 31, 2016	21,963,705	\$ 85.81
Granted (1)	9,414,391	117.72
Vested (2)	(9,005,407)	121.14
Forfeited	(1,343,647)	92.48
Nonvested balance as of August 31, 2017	21,029,042	\$ 101.88

- (1) The weighted average grant-date fair value for restricted share units granted for fiscal 2017, 2016 and 2015 was \$117.72, \$105.16 and \$89.63, respectively.
- (2) The total grant-date fair value of restricted share units vested for fiscal 2017, 2016 and 2015 was \$1,090,943, \$796,620 and \$581,936, respectively.

As of August 31, 2017, there was \$812,286 of total unrecognized restricted share unit compensation expense related to nonvested awards, which is expected to be recognized over a weighted average period of 1.3 years. As of August 31, 2017, there were 713,337 restricted share units vested but not yet delivered as Accenture plc Class A ordinary shares.

Stock Options

There were no stock options granted during fiscal 2017, 2016 or 2015. As of August 31, 2017 the Company had 15,719 stock options outstanding and exercisable at a weighted average exercise price of \$38.02 and a weighted average remaining contractual term of 2 years.

Employee Share Purchase Plan

2010 ESPP

The Amended and Restated Accenture plc 2010 Employee Share Purchase Plan (the "2010 ESPP") is a nonqualified plan that provides eligible employees of Accenture plc and its designated affiliates with an opportunity to purchase Accenture plc Class A ordinary shares through payroll deductions. Under the 2010 ESPP, eligible employees may purchase Accenture plc Class A ordinary shares through the Employee Share Purchase Plan (the "ESPP") or the Voluntary Equity Investment Program (the "VEIP"). Under the ESPP, eligible employees may elect to contribute 1% to 10% of their eligible compensation during each semi-annual offering period (up to \$7.5 per offering period) to purchase Accenture plc Class A ordinary shares at a discount. Under the VEIP, eligible members of Accenture Leadership may elect to contribute up to 30% of their eligible compensation towards the monthly purchase of Accenture plc Class A ordinary shares at fair market value. At the end of the VEIP program year, Accenture Leadership participants who did not withdraw from the program will be granted restricted share units under the Amended 2010 SIP equal to 50% of the number of shares purchased during that year and held by the participant as of the grant date.

A maximum of 90,000,000 Accenture plc Class A ordinary shares may be issued under the 2010 ESPP. As of August 31, 2017, the Company had issued 48,683,552 Accenture plc Class A ordinary shares under the 2010 ESPP. The Company issued 6,103,977, 5,850,113 and 6,232,031 shares to employees in fiscal 2017, 2016 and 2015, respectively, under the 2010 ESPP.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**12. SHAREHOLDERS' EQUITY****Accenture plc*****Ordinary Shares***

The Company has 40,000 authorized ordinary shares, par value €1 per share. Each ordinary share of Accenture plc entitles its holder to receive payments upon a liquidation of Accenture plc; however a holder of an ordinary share is not entitled to vote on matters submitted to a vote of shareholders of Accenture plc or to receive dividends.

Class A Ordinary Shares

An Accenture plc Class A ordinary share entitles its holder to one vote per share, and holders of those shares do not have cumulative voting rights. Each Class A ordinary share entitles its holder to a pro rata part of any dividend at the times and in the amounts, if any, which Accenture plc's Board of Directors from time to time determines to declare, subject to any preferred dividend rights attaching to any preferred shares. Each Class A ordinary share is entitled on a winding-up of Accenture plc to be paid a pro rata part of the value of the assets of Accenture plc remaining after payment of its liabilities, subject to any preferred rights on liquidation attaching to any preferred shares.

Class X Ordinary Shares

An Accenture plc Class X ordinary share entitles its holder to one vote per share, and holders of those shares do not have cumulative voting rights. A Class X ordinary share does not entitle its holder to receive dividends, and holders of those shares are not entitled to be paid any amount upon a winding-up of Accenture plc. Most of the Company's partners who received Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares in connection with the Company's transition to a corporate structure received a corresponding number of Accenture plc Class X ordinary shares. Accenture plc may redeem, at its option, any Class X ordinary share for a redemption price equal to the par value of the Class X ordinary share. Accenture plc has separately agreed with the original holders of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares not to redeem any Class X ordinary share of such holder if the redemption would reduce the number of Class X ordinary shares held by that holder to a number that is less than the number of Accenture Holdings plc ordinary shares or Accenture Canada Holdings Inc. exchangeable shares owned by that holder, as the case may be. Accenture plc will redeem Class X ordinary shares upon the redemption or exchange of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares so that the aggregate number of Class X ordinary shares outstanding at any time does not exceed the aggregate number of Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares outstanding. Class X ordinary shares are not transferable without the consent of Accenture plc.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)****(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)****Equity of Subsidiaries Redeemable or Exchangeable for Accenture plc Class A Ordinary Shares*****Accenture Holdings plc Ordinary Shares***

Members of Accenture Leadership in certain countries, including the United States, received Accenture SCA Class I common shares in connection with the Company's transition to a corporate structure. On August 26, 2015, Accenture SCA merged with and into Accenture Holdings plc, with Accenture Holdings plc as the surviving entity. In connection with this transaction, holders of Accenture SCA Class I common shares (other than Accenture SCA itself) received, on a one-for-one basis, ordinary shares of Accenture Holdings plc. Only Accenture plc, Accenture Holdings plc, Accenture International S.à.r.l. and certain current and former members of Accenture Leadership and their permitted transferees hold Accenture Holdings plc ordinary shares. Each Accenture Holdings plc share entitles its holder to one vote on all matters submitted to a vote of shareholders of Accenture Holdings plc and entitles its holders to dividends and liquidation payments.

Accenture Holdings plc is obligated, at the option of the holder, to redeem any outstanding Accenture Holdings plc ordinary share at a redemption price per share generally equal to its current market value as determined in accordance with Accenture Holdings plc's memorandum and articles of association. Under Accenture Holdings plc's memorandum and articles of association, the market value of an ordinary share will be deemed to be equal to (i) the average of the high and low sales prices of an Accenture plc Class A ordinary share as reported on the New York Stock Exchange, net of customary brokerage and similar transaction costs, or (ii) if Accenture sells its Class A ordinary shares on the date that the redemption price is determined (other than in a transaction with any employee or an affiliate or pursuant to a preexisting obligation), the weighted average sales price of an Accenture plc Class A ordinary share on the New York Stock Exchange, net of customary brokerage and similar transaction costs. Accenture Holdings plc may, at its option, pay this redemption price with cash or by causing Accenture plc to deliver Class A ordinary shares on a one-for-one basis. Each holder of Accenture Holdings plc ordinary shares is entitled to a pro rata part of any dividend and to the value of any remaining assets of Accenture Holdings plc after payment of its liabilities upon dissolution.

Accenture Canada Holdings Inc. Exchangeable Shares

Partners resident in Canada and New Zealand received Accenture Canada Holdings Inc. exchangeable shares in connection with the Company's transition to a corporate structure. Holders of Accenture Canada Holdings Inc. exchangeable shares may exchange their shares for Accenture plc Class A ordinary shares at any time on a one-for-one basis. The Company may, at its option, satisfy this exchange with cash at a price per share generally equal to the market price of an Accenture plc Class A ordinary share at the time of the exchange. Each exchangeable share of Accenture Canada Holdings Inc. entitles its holder to receive distributions equal to any distributions to which an Accenture plc Class A ordinary share entitles its holder.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

13. MATERIAL TRANSACTIONS AFFECTING SHAREHOLDERS' EQUITY

Share Purchases and Redemptions

The Board of Directors of Accenture plc has authorized funding for the Company's publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares and for purchases and redemptions of Accenture plc Class A ordinary shares, Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares held by current and former members of Accenture Leadership and their permitted transferees. As of August 31, 2017, the Company's aggregate available authorization was \$3,119,215 for its publicly announced open-market share purchase and these other share purchase programs.

The Company's share purchase activity during fiscal 2017 was as follows:

	Accenture plc Class A Ordinary Shares		Accenture Holdings plc Ordinary Shares and Accenture Canada Holdings Inc. Exchangeable Shares	
	Shares	Amount	Shares	Amount
Open-market share purchases (1)	18,045,830	\$ 2,171,130	—	\$ —
Other share purchase programs	—	—	799,411	96,171
Other purchases (2)	3,211,929	381,750	—	—
Total	21,257,759	\$ 2,552,880	799,411	\$ 96,171

- (1) The Company conducts a publicly announced open-market share purchase program for Accenture plc Class A ordinary shares. These shares are held as treasury shares by Accenture plc and may be utilized to provide for select employee benefits, such as equity awards to the Company's employees.
- (2) During fiscal 2017, as authorized under the Company's various employee equity share plans, the Company acquired Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under those plans. These purchases of shares in connection with employee share plans do not affect the Company's aggregate available authorization for the Company's publicly announced open-market share purchase and the other share purchase programs.

Other Share Redemptions

During fiscal 2017, the Company issued 760,154 Accenture plc Class A ordinary shares upon redemptions of an equivalent number of Accenture Holdings plc ordinary shares pursuant to its registration statement on Form S-3 (the "registration statement"). The registration statement allows the Company, at its option, to issue freely tradable Accenture plc Class A ordinary shares in lieu of cash upon redemptions of Accenture Holdings plc ordinary shares held by current and former members of Accenture Leadership and their permitted transferees.

Cancellation of Treasury Shares

During fiscal 2017, the Company received authorization from the Board of Directors of Accenture plc to cancel 26,857,680 Accenture plc Class A ordinary shares that were held as treasury shares and had an aggregate cost of \$3,014,356. The effect of the cancellation of these treasury shares was recognized in Class A ordinary shares and Additional paid-in capital with the residual recorded in Retained earnings. There was no effect on total shareholders' equity as a result of this cancellation.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Dividends

The Company's dividend activity during fiscal 2017 was as follows:

Dividend Payment Date	Dividend Per Share	Accenture plc Class A Ordinary Shares		Accenture Holdings plc Ordinary Shares and Accenture Canada Holdings Inc. Exchangeable Shares		Total Cash Outlay
		Record Date	Cash Outlay	Record Date	Cash Outlay	
November 15, 2016	\$ 1.21	October 21, 2016	\$ 750,137	October 18, 2016	\$ 34,990	\$ 785,127
May 15, 2017	1.21	April 13, 2017	748,597	April 10, 2017	33,854	782,451
Total Dividends			<u>\$ 1,498,734</u>		<u>\$ 68,844</u>	<u>\$ 1,567,578</u>

The payment of the cash dividends also resulted in the issuance of an immaterial number of additional restricted share units to holders of restricted share units.

Subsequent Event

On September 25, 2017, the Board of Directors of Accenture plc declared a semi-annual cash dividend of \$1.33 per share on its Class A ordinary shares for shareholders of record at the close of business on October 19, 2017. On September 26, 2017, the Board of Directors of Accenture Holdings plc declared a semi-annual cash dividend of \$1.33 per share on its ordinary shares for shareholders of record at the close of business on October 17, 2017. Both dividends are payable on November 15, 2017. The payment of the cash dividends will result in the issuance of an immaterial number of additional restricted share units to holders of restricted share units.

14. LEASE COMMITMENTS

The Company has operating leases, principally for office space, with various renewal options. Substantially all operating leases are non-cancelable or cancelable only by the payment of penalties. Rental expense in agreements with rent holidays and scheduled rent increases is recorded on a straight-line basis over the lease term. Rental expense, including operating costs and taxes, and sublease income from third parties during fiscal 2017, 2016 and 2015 was as follows:

	Fiscal		
	2017	2016	2015
Rental expense	\$ 617,014	\$ 578,149	\$ 547,206
Sublease income from third parties	(28,992)	(26,403)	(27,293)

Future minimum rental commitments under non-cancelable operating leases as of August 31, 2017 were as follows:

	Operating Lease Payments	Operating Sublease Income
2018	\$ 561,743	\$ (25,881)
2019	505,648	(24,261)
2020	451,870	(20,484)
2021	405,222	(14,796)
2022	353,254	(6,695)
Thereafter	1,429,137	(44,368)
	<u>\$ 3,706,874</u>	<u>\$ (136,485)</u>

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**15. COMMITMENTS AND CONTINGENCIES****Commitments**

The Company has the right to purchase or may also be required to purchase substantially all of the remaining outstanding shares of its Avanade Inc. subsidiary ("Avanade") not owned by the Company at fair value if certain events occur. Certain holders of Avanade common stock and options to purchase the stock have put rights that, under certain circumstances and conditions, would require Avanade to redeem shares of its stock at fair value. As of August 31, 2017 and 2016, the Company has reflected the fair value of \$52,996 and \$54,221, respectively, related to Avanade's redeemable common stock and the intrinsic value of the options on redeemable common stock in Other accrued liabilities in the Consolidated Balance Sheets.

Indemnifications and Guarantees

In the normal course of business and in conjunction with certain client engagements, the Company has entered into contractual arrangements through which it may be obligated to indemnify clients with respect to certain matters. These arrangements with clients can include provisions whereby the Company has joint and several liability in relation to the performance of certain contractual obligations along with third parties also providing services and products for a specific project. In addition, the Company's consulting arrangements may include warranty provisions that the Company's solutions will substantially operate in accordance with the applicable system requirements. Indemnification provisions are also included in arrangements under which the Company agrees to hold the indemnified party harmless with respect to third-party claims related to such matters as title to assets sold or licensed or certain intellectual property rights.

Typically, the Company has contractual recourse against third parties for certain payments made by the Company in connection with arrangements where third-party nonperformance has given rise to the client's claim. Payments by the Company under any of the arrangements described above are generally conditioned on the client making a claim, which may be disputed by the Company typically under dispute resolution procedures specified in the particular arrangement. The limitations of liability under these arrangements may be expressly limited or may not be expressly specified in terms of time and/or amount.

As of August 31, 2017 and 2016, the Company's aggregate potential liability to its clients for expressly limited guarantees involving the performance of third parties was approximately \$697,000 and \$749,000, respectively, of which all but approximately \$149,000 and \$113,000, respectively, may be recovered from the other third parties if the Company is obligated to make payments to the indemnified parties as a consequence of a performance default by the other third parties. For arrangements with unspecified limitations, the Company cannot reasonably estimate the aggregate maximum potential liability, as it is inherently difficult to predict the maximum potential amount of such payments, due to the conditional nature and unique facts of each particular arrangement.

To date, the Company has not been required to make any significant payment under any of the arrangements described above. The Company has assessed the current status of performance/payment risk related to arrangements with limited guarantees, warranty obligations, unspecified limitations and/or indemnification provisions and believes that any potential payments would be immaterial to the Consolidated Financial Statements, as a whole.

Legal Contingencies

As of August 31, 2017, the Company or its present personnel had been named as a defendant in various litigation matters. The Company and/or its personnel also from time to time are involved in investigations by various regulatory or legal authorities concerning matters arising in the course of its business around the world. Based on the present status of these matters, management believes the range of reasonably possible losses in addition to amounts accrued, net of insurance recoveries, will not have a material effect on the Company's results of operations or financial condition.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

16. SEGMENT REPORTING

Operating segments are components of an enterprise where separate financial information is available that is evaluated regularly by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance.

The Company's chief operating decision maker is its Chief Executive Officer. The Company's operating segments are managed separately because each operating segment represents a strategic business unit providing consulting and outsourcing services to clients in different industries.

The Company's reportable operating segments are the five operating groups, which are Communications, Media & Technology, Financial Services, Health & Public Service, Products and Resources. Information regarding the Company's reportable operating segments is as follows:

<u>Fiscal</u>		Communications, Media & Technology	Financial Services	Health & Public Service	Products	Resources	Other (3)	Total
<u>2017</u>								
Net revenues	\$	6,884,738	\$ 7,393,945	\$ 6,177,846	\$ 9,500,451	\$ 4,847,073	\$ 46,129	\$ 34,850,182
Depreciation and amortization (1)		148,690	147,343	143,659	228,400	133,697	—	801,789
Operating income		1,048,786	1,207,391	772,785	1,558,680	554,760	(509,793)	4,632,609
Net assets as of August 31 (2)		916,325	155,386	911,605	1,299,898	953,820	112,264	4,349,298
<u>2016</u>								
Net revenues	\$	6,615,717	\$ 7,031,053	\$ 5,986,878	\$ 8,395,038	\$ 4,838,963	\$ 15,074	\$ 32,882,723
Depreciation and amortization (1)		141,356	139,518	134,788	206,806	106,584	—	729,052
Operating income		965,574	1,127,750	807,012	1,282,461	627,648	—	4,810,445
Net assets as of August 31 (2)		923,764	123,827	892,569	1,281,551	820,273	(137,761)	3,904,223
<u>2015</u>								
Net revenues	\$	6,349,372	\$ 6,634,771	\$ 5,462,550	\$ 7,596,051	\$ 4,988,627	\$ 16,560	\$ 31,047,931
Depreciation and amortization (1)		152,329	128,413	115,010	168,731	81,440	—	645,923
Operating income		883,935	1,092,857	712,624	1,098,174	712,661	(64,382)	4,435,869
Net assets as of August 31 (2)		798,623	186,739	812,278	1,158,953	723,113	(59,371)	3,620,335

- (1) Amounts include depreciation on property and equipment and amortization of intangible assets controlled by each operating segment, as well as an allocation for amounts they do not directly control.
- (2) The Company does not allocate total assets by operating segment. Operating segment assets directly attributed to an operating segment and provided to the chief operating decision maker include receivables from clients, current and non-current unbilled services, deferred contract costs and current and non-current deferred revenues.
- (3) Other operating income for fiscal 2017 and fiscal 2015 represents the pension settlement charges in the respective years. Fiscal 2015 amounts have been revised to conform to the current period presentation.

The accounting policies of the operating segments are the same as those described in Note 1 (Summary of Significant Accounting Policies) to these Consolidated Financial Statements.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Revenues are attributed to geographic regions and countries based on where client services are supervised. Information regarding geographic regions and countries is as follows:

<u>Fiscal</u>	<u>North America</u>	<u>Europe</u>	<u>Growth Markets</u>	<u>Total</u>
<u>2017</u>				
Net revenues	\$ 16,290,842	\$ 11,933,093	\$ 6,626,247	\$ 34,850,182
Reimbursements	963,911	622,579	328,806	1,915,296
Revenues	<u>17,254,753</u>	<u>12,555,672</u>	<u>6,955,053</u>	<u>36,765,478</u>
Property and equipment, net as of August 31	274,463	294,154	571,981	1,140,598
<u>2016</u>				
Net revenues	\$ 15,653,290	\$ 11,448,361	\$ 5,781,072	\$ 32,882,723
Reimbursements	970,248	635,362	309,328	1,914,938
Revenues	<u>16,623,538</u>	<u>12,083,723</u>	<u>6,090,400</u>	<u>34,797,661</u>
Property and equipment, net as of August 31	244,351	220,500	491,691	956,542
<u>2015</u>				
Net revenues	\$ 14,209,387	\$ 10,929,572	\$ 5,908,972	\$ 31,047,931
Reimbursements	891,443	628,342	346,708	1,866,493
Revenues	<u>15,100,830</u>	<u>11,557,914</u>	<u>6,255,680</u>	<u>32,914,424</u>
Property and equipment, net as of August 31	230,359	179,925	391,600	801,884

The Company's business in the United States represented 45%, 46% and 43% of its consolidated net revenues during fiscal 2017, 2016 and 2015, respectively. No other country individually comprised 10% or more of the Company's consolidated net revenues during these periods. Business in Ireland, the Company's country of domicile, represented approximately 1% of its consolidated net revenues during each of fiscal 2017, 2016 and 2015.

The Company conducts business in Ireland and in the following countries that hold 10% or more of its total consolidated Property and equipment, net:

	<u>August 31, 2017</u>	<u>August 31, 2016</u>	<u>August 31, 2015</u>
India	25%	25%	26%
United States	23	25	28
Ireland	5	4	2

Revenues by type of work were as follows:

	<u>Fiscal</u>		
	<u>2017</u>	<u>2016</u>	<u>2015</u>
Consulting	\$ 18,753,796	\$ 17,867,891	\$ 16,203,915
Outsourcing	16,096,386	15,014,832	14,844,016
Net revenues	<u>34,850,182</u>	<u>32,882,723</u>	<u>31,047,931</u>
Reimbursements	1,915,296	1,914,938	1,866,493
Revenues	<u>\$ 36,765,478</u>	<u>\$ 34,797,661</u>	<u>\$ 32,914,424</u>

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

17. QUARTERLY DATA (unaudited)

Fiscal 2017	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Annual
Net revenues	\$ 8,515,517	\$ 8,317,671	\$ 8,867,036	\$ 9,149,958	\$ 34,850,182
Reimbursements	490,086	444,511	489,751	490,948	1,915,296
Revenues	9,005,603	8,762,182	9,356,787	9,640,906	36,765,478
Cost of services before reimbursable expenses	5,785,485	5,813,515	5,957,405	6,263,285	23,819,690
Reimbursable expenses	490,086	444,511	489,751	490,948	1,915,296
Cost of services	6,275,571	6,258,026	6,447,156	6,754,233	25,734,986
Operating income	1,331,959	1,138,653	865,435	1,296,562	4,632,609
Net income	1,059,749	887,208	704,801	983,174	3,634,932
Net income attributable to Accenture plc	1,004,476	838,752	669,468	932,453	3,445,149
Weighted average Class A ordinary shares:					
—Basic	621,569,764	621,999,948	619,436,804	617,515,125	620,104,250
—Diluted	663,752,830	661,079,375	658,770,425	658,384,196	660,463,227
Earnings per Class A ordinary share:					
—Basic	\$ 1.62	\$ 1.35	\$ 1.08	\$ 1.51	\$ 5.56
—Diluted	1.58	1.33	1.05	1.48	5.44
Ordinary share price per share:					
—High	\$ 124.96	\$ 125.72	\$ 126.53	\$ 130.92	\$ 130.92
—Low	108.83	112.31	114.82	119.10	108.83

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Fiscal 2016	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Annual
Net revenues	\$ 8,013,163	\$ 7,945,565	\$ 8,434,757	\$ 8,489,238	\$ 32,882,723
Reimbursements	452,821	451,488	534,287	476,342	1,914,938
Revenues	8,465,984	8,397,053	8,969,044	8,965,580	34,797,661
Cost of services before reimbursable expenses	5,450,644	5,575,749	5,745,205	5,833,698	22,605,296
Reimbursable expenses	452,821	451,488	534,287	476,342	1,914,938
Cost of services	5,903,465	6,027,237	6,279,492	6,310,040	24,520,234
Operating income	1,221,260	1,088,044	1,305,943	1,195,198	4,810,445
Net income	868,681	1,399,858	950,283	1,130,781	4,349,603
Net income attributable to Accenture plc	818,899	1,326,520	897,247	1,069,226	4,111,892
Weighted average Class A ordinary shares:					
—Basic	626,463,124	626,523,793	623,725,913	622,555,642	624,797,820
—Diluted	671,300,744	668,125,087	666,403,323	665,365,231	667,770,274
Earnings per Class A ordinary share:					
—Basic	\$ 1.31	\$ 2.12	\$ 1.44	\$ 1.72	\$ 6.58
—Diluted	1.28	2.08	1.41	1.68	6.45
Ordinary share price per share:					
—High	\$ 109.86	\$ 109.65	\$ 119.72	\$ 120.78	\$ 120.78
—Low	91.68	91.40	101.00	108.66	91.40

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended August 31, 2018
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 for the transition period
from to

Commission File Number: 001-34448

Accenture plc

(Exact name of registrant as specified in its charter)

Ireland

(State or other jurisdiction of
incorporation or organization)

98-0627530

(I.R.S. Employer Identification No.)

1 Grand Canal Square,
Grand Canal Harbour,
Dublin 2, Ireland

(Address of principal executive offices)

(353) (1) 646-2000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Class A ordinary shares, par value \$0.0000225 per share	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None
(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the common equity of the registrant held by non-affiliates of the registrant on February 28, 2018 was approximately \$99,465,708,231 based on the closing price of the registrant's Class A ordinary shares, par value \$0.0000225 per share, reported on the New York Stock Exchange on such date of \$161.01 per share and on the par value of the registrant's Class X ordinary shares, par value \$0.0000225 per share.

The number of shares of the registrant's Class A ordinary shares, par value \$0.0000225 per share, outstanding as of October 10, 2018 was 663,601,568 (which number includes 25,261,551 issued shares held by the registrant). The number of shares of the registrant's Class X ordinary shares, par value \$0.0000225 per share, outstanding as of October 10, 2018 was 650,821 .

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive proxy statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A relating to the registrant's Annual General Meeting of Shareholders, to be held on February 1, 2019 , will be incorporated by reference in this Form 10-K in response to Items 10, 11, 12, 13 and 14 of Part III. The definitive proxy statement will be filed with the SEC not later than 120 days after the registrant's fiscal year ended August 31, 2018 .

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PART I

Disclosure Regarding Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”) relating to our operations, results of operations and other matters that are based on our current expectations, estimates, assumptions and projections. Words such as “may,” “will,” “should,” “likely,” “anticipates,” “expects,” “intends,” “plans,” “projects,” “believes,” “estimates,” “positioned,” “outlook” and similar expressions are used to identify these forward-looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Forward-looking statements are based upon assumptions as to future events that may not prove to be accurate. Actual outcomes and results may differ materially from what is expressed or forecast in these forward-looking statements. Risks, uncertainties and other factors that might cause such differences, some of which could be material, include, but are not limited to, the factors discussed below under the section entitled “Risk Factors.” Our forward-looking statements speak only as of the date of this report or as of the date they are made, and we undertake no obligation to update them.

Available Information

Our website address is www.accenture.com. We use our website as a channel of distribution for company information. We make available free of charge on the Investor Relations section of our website (<http://investor.accenture.com>) our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to those reports as soon as reasonably practicable after such material is electronically filed with or furnished to the Securities and Exchange Commission (the “SEC”) pursuant to Section 13(a) or 15(d) of the Exchange Act. We also make available through our website other reports filed with or furnished to the SEC under the Exchange Act, including our proxy statements and reports filed by officers and directors under Section 16(a) of the Exchange Act, as well as our Code of Business Ethics. Financial and other material information regarding us is routinely posted on and accessible at <http://investor.accenture.com>. We do not intend for information contained in our website to be part of this Annual Report on Form 10-K.

Any materials we file with the SEC may be read and copied at the SEC’s Public Reference Room at 100 F Street, NE, Washington, DC, 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site (<http://www.sec.gov>) that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC.

In this Annual Report on Form 10-K, we use the terms “Accenture,” “we,” the “Company,” “our” and “us” to refer to Accenture plc and its subsidiaries. All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31.

ITEM 1. BUSINESS

Overview

Accenture is one of the world’s leading professional services companies with approximately 459,000 people serving clients in a broad range of industries and in three geographic regions: North America, Europe and Growth Markets (Asia Pacific, Latin America, Africa and the Middle East). Our five operating groups, organized by industry, bring together expertise from across the organization in strategy, consulting, digital, technology including application services, and operations to deliver end-to-end services and solutions to clients. Digital-, cloud- and security-related services, which we refer to as “the New,” are increasingly important components of the services we provide. For fiscal 2018, our revenues before reimbursements (“net revenues”) were \$39.6 billion.

We operate globally with one common brand and business model, providing clients around the world with the same high level of service. Drawing on a combination of industry and functional expertise, technology and innovation capabilities, alliance relationships, and our global delivery resources, we seek to provide differentiated, innovative services that help our clients measurably improve their business performance and create sustainable value for their customers and stakeholders. Our global delivery capability enables us to assemble integrated teams to provide high-quality, cost-effective solutions to our clients.

In fiscal 2018, we continued to implement a strategy focused on industry and technology differentiation, increasingly taking an innovation-led approach to drive value for clients. We serve clients in locally relevant ways, leveraging our global organization as appropriate. As part of our growth strategy in fiscal 2018, we continued to make significant investments—in strategic acquisitions, in assets and offerings, in branding and thought leadership, and in attracting and developing talent—to further enhance our differentiation and competitiveness.

Operating Groups

Our five operating groups are Accenture's reporting segments and primary market channel, organized around 13 industry groups that serve clients globally in more than 40 industries. Our industry focus gives us an understanding of industry evolution, business issues and applicable technologies, enabling us to deliver innovative solutions tailored to each client or, as appropriate, more standardized capabilities to multiple clients. The operating groups assemble integrated client engagement teams, which typically consist of industry experts, capability specialists and professionals with local market knowledge. The operating groups have primary responsibility for building and sustaining long-term client relationships; providing management and technology consulting services; orchestrating our expertise and working synergistically with the other parts of our business to sell and deliver the full range of our services and capabilities; ensuring client satisfaction; and achieving revenue and profitability objectives.

The following table shows the current organization of our five operating groups. We do not allocate total assets by operating group, although our operating groups do manage and control certain assets. For certain historical financial information regarding our operating groups (including certain asset information), as well as financial information by geography (including long-lived asset information), see Note 16 (Segment Reporting) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Groups and Industry Groups

Communications, Media & Technology	Financial Services	Health & Public Service	Products	Resources
<ul style="list-style-type: none"> • Communications & Media • High Tech • Software & Platforms 	<ul style="list-style-type: none"> • Banking & Capital Markets • Insurance 	<ul style="list-style-type: none"> • Health • Public Service 	<ul style="list-style-type: none"> • Consumer Goods, Retail & Travel Services • Industrial • Life Sciences 	<ul style="list-style-type: none"> • Chemicals & Natural Resources • Energy • Utilities

Communications, Media & Technology

Our Communications, Media & Technology operating group serves communications, media, high tech, software and platform companies. Professionals in this operating group help clients accelerate and deliver digital transformation, developing comprehensive, industry-specific solutions to seize new opportunities and enhance efficiencies and business results. Examples of our services include helping clients capture new growth by shifting to data-driven and platform-based models, optimizing their cost structures, increasing product and business model innovation, and differentiating and scaling digital experiences for their customers. Our Communications, Media & Technology operating group comprises the following industry groups:

- Our **Communications & Media** industry group serves most of the world's leading wireline, wireless, broadcast, entertainment, print, publishing, cable and satellite communications service providers. This group represented approximately 51% of our Communications, Media & Technology operating group's net revenues in fiscal 2018.
- Our **High Tech** industry group serves the enterprise technology, network equipment, semiconductor, consumer technology, aerospace & defense, and medical equipment industries. This group represented approximately 25% of our Communications, Media & Technology operating group's net revenues in fiscal 2018.
- Our **Software & Platforms** industry group serves computer software and digital platform companies. This group represented approximately 24% of our Communications, Media & Technology operating group's net revenues in fiscal 2018.

Financial Services

Our Financial Services operating group serves the banking, capital markets and insurance industries. Professionals in this operating group work with clients to address growth, cost and profitability pressures, industry consolidation, regulatory changes and the need to continually adapt to new digital technologies. We offer services designed to help our clients increase cost efficiency, grow their customer base, manage risk and transform their operations. Our Financial Services operating group comprises the following industry groups:

- Our **Banking & Capital Markets** industry group serves retail and commercial banks, mortgage lenders, payment providers, investment banks, wealth and asset management firms, broker/dealers, depositories, exchanges, clearing and settlement organizations, and other diversified financial enterprises. This group represented approximately 72% of our Financial Services operating group's net revenues in fiscal 2018.
- Our **Insurance** industry group serves property and casualty insurers, life insurers, reinsurance firms and insurance brokers. This group represented approximately 28% of our Financial Services operating group's net revenues in fiscal 2018.

Health & Public Service

Our Health & Public Service operating group serves healthcare payers and providers, as well as government departments and agencies, public service organizations, educational institutions and non-profit organizations around the world. The group's research-based insights and offerings, including consulting services and digital solutions, are designed to help clients deliver better social, economic and health outcomes to the people they serve. Our Health & Public Service operating group comprises the following industry groups:

- Our **Health** industry group works with healthcare providers, such as hospitals, public health systems, policy-making authorities, health insurers (payers), and industry organizations and associations around the world to improve the quality, accessibility and productivity of healthcare. This group represented approximately 38% of our Health & Public Service operating group's net revenues in fiscal 2018.
- Our **Public Service** industry group helps governments transform the way they deliver public services and engage with citizens. We work primarily with defense departments and military forces; public safety authorities, such as police forces and border management agencies; justice departments; human services agencies; educational institutions, such as universities; non-profit organizations; and postal, customs, revenue and tax agencies. Our Public Service industry group represented approximately 62% of our Health & Public Service operating group's net revenues in fiscal 2018.

Our work with clients in the U.S. federal government is delivered through Accenture Federal Services, a U.S. company and a wholly owned subsidiary of Accenture LLP, and represented approximately 34% of our Health & Public Service operating group's net revenues in fiscal 2018.

Products

Our Products operating group serves a set of increasingly interconnected consumer-relevant industries. Our offerings are designed to help clients transform their organizations and increase their relevance in the digital world. We help clients enhance their performance in distribution and sales and marketing; in research and development and manufacturing; and in business functions such as finance, human resources, procurement and supply chain while leveraging technology. Our Products operating group comprises the following industry groups:

- Our **Consumer Goods, Retail & Travel Services** industry group serves food and beverage, household goods, personal care, tobacco, fashion/apparel, agribusiness and consumer health companies; supermarkets, hardline retailers, mass-merchandise discounters, department stores and specialty retailers; as well as airlines and hospitality and travel services companies. This group represented approximately 55% of our Products operating group's net revenues in fiscal 2018.
- Our **Industrial** industry group works with automotive manufacturers and suppliers; freight and logistics companies; industrial and electrical equipment, consumer durable and heavy equipment companies; and construction and infrastructure management companies. This group represented approximately 26% of our Products operating group's net revenues in fiscal 2018.
- Our **Life Sciences** industry group serves pharmaceutical, medical technology and biotechnology companies. This group represented approximately 19% of our Products operating group's net revenues in fiscal 2018.

Resources

Our Resources operating group serves the chemicals, energy, forest products, metals and mining, utilities and related industries. We work with clients to develop and execute innovative strategies, improve operations, manage complex change initiatives and integrate digital technologies designed to help them differentiate themselves in the marketplace, gain competitive advantage and manage their large-scale capital investments. Our Resources operating group comprises the following industry groups:

- Our **Chemicals & Natural Resources** industry group works with a wide range of industry segments, including petrochemicals, specialty chemicals, polymers and plastics, gases and agricultural chemicals, among others, as well as the metals, mining, forest products and building materials industries. This group represented approximately 30% of our Resources operating group's net revenues in fiscal 2018.
- Our **Energy** industry group serves a wide range of companies in the oil and gas industry, including upstream, downstream, oilfield services and new energy companies. This group represented approximately 27% of our Resources operating group's net revenues in fiscal 2018.
- Our **Utilities** industry group works with electric, gas and water utilities around the world. This group represented approximately 43% of our Resources operating group's net revenues in fiscal 2018.

Services and Solutions

Our operating groups bring together expertise from Accenture Strategy, Accenture Consulting, Accenture Digital, Accenture Technology and Accenture Operations to develop and deliver integrated services and solutions for our clients.

Accenture Strategy

Accenture Strategy helps clients achieve specific business outcomes and enhance shareholder value by defining and executing industry-specific strategies enabled by technology. We bring together our design-led, data-driven strategy capabilities at the intersection of business and technology to help senior management teams shape and execute their enterprise-wide transformation objectives, focusing on issues related to digital disruption, competitive agility, new business models and the future workforce. We provide a range of strategy services focused on areas such as digital technologies; enterprise architecture and applications; CFO and enterprise value; IT; security; mergers and acquisitions; operations; advanced customer services; sustainability; and talent and organization.

Accenture Consulting

Accenture Consulting provides industry experts with the insights and management and technology consulting capabilities to transform the world's leading companies. Our consulting capabilities enable our clients to design and implement transformational change programs, either for one or more functions or business units, or across their entire organization. We provide industry-specific consulting services, as well as functional and technology consulting services. Our functional and technology consulting services include finance and enterprise performance; supply chain and operations; talent and organization; customers and channels; applications and architecture advisory; and technology advisory. We help our clients with the digital transformation of industries, enhancing our consulting services with digital, cloud, cybersecurity, artificial intelligence, blockchain and other capabilities.

Accenture Digital

Accenture Digital brings together our global digital capabilities to help clients unlock value and transform their businesses. We provide digital services across three broad areas:

- **Accenture Interactive.** Our end-to-end marketing solutions help clients deliver seamless multi-channel customer experiences and enhance their marketing performance. Our services span customer experience design, digital marketing, personalization and commerce, as well as digital content production and operations.
- **Accenture Applied Intelligence.** We embed analytics, automation and artificial intelligence into functions and processes at the core of our clients' businesses to realize new cost efficiencies and create new value from process, product and business transformation.
- **Accenture Industry X.0.** We help clients digitally reinvent manufacturing and production to create smart, connected products and services using advanced technologies—including the Internet of Things, connected devices and digital platforms—to unlock new revenue streams and create new efficiencies.

Accenture Technology

Accenture Technology comprises two primary areas: technology services and technology innovation & ecosystem.

- **Technology Services.** Technology Services includes our application services spanning systems integration and application outsourcing and covering the full application lifecycle, from custom systems to all emerging technologies, across every leading technology platform (both traditional and cloud/software-as-a-service-based). It also encompasses our portfolio of products and intelligent platforms and services, as well as our Advanced Technology Centers. We continuously innovate new services, capabilities and platforms through early adoption of technologies such as artificial intelligence, machine learning and intelligent automation to enhance productivity and create new growth opportunities.
- **Technology Innovation & Ecosystem.** We harness innovation through the research and development activities in the Accenture Labs and through emerging technologies. We also develop and manage our alliance relationships across a broad range of technology providers, including Amazon Web Services, Apple, Google, Microsoft, Oracle, Pegasystems, Salesforce, SAP, Workday and many others, to enhance the value that we and our clients realize from the technology ecosystem.

Accenture Operations

Accenture Operations provides business process services, infrastructure services, security services and cloud services. We operate infrastructure and business processes on behalf of clients, increasingly powered by data, artificial

intelligence, analytics and digital technologies, on an as-a-service basis, to help improve their productivity, experience and performance.

- **Business Process Services.** We offer services for specific business functions, such as finance and accounting, procurement and supply chain, marketing and sales, and human resources, as well as industry-specific services, such as credit and health services. We provide these services on a global basis and across industry sectors through our global delivery capability.
- **Infrastructure and Cloud Services.** We provide design, implementation, migration and managed services for security and infrastructure to help organizations take advantage of innovative technologies and improve the efficiency and effectiveness of their existing technology. Our solutions help clients transform and optimize their IT infrastructures—whether on-premise, in the cloud, or a hybrid of the two.

Global Delivery Capability

A key differentiator is our global delivery capability, which allows us to draw on the benefits of using people and other resources from around the world—including scalable innovation; standardized processes, methods and tools; automation and artificial intelligence; industry expertise and specialized capabilities; cost advantages; foreign language fluency; proximity to clients; and time zone advantages—to deliver high-quality solutions. Emphasizing quality, productivity, reduced risk, speed to market and predictability, our global delivery model supports all parts of our business to provide clients with price-competitive services and solutions.

Alliances

We have sales and delivery alliances with companies whose capabilities complement our own by, among other things, enhancing a service offering, delivering a new technology or helping us extend our services to new geographies. By combining our alliance partners' products and services with our own capabilities and expertise, we create innovative, high-value business solutions for our clients. Most of our alliances are non-exclusive. These alliances can generate significant revenues from services we provide to implement our alliance partners' products as well as revenue from the resale of their products.

Research and Innovation

We are committed to developing leading-edge ideas. Research and innovation, which are components of our overall investment in our business, have been major factors in our success, and we believe they will help us continue to grow in the future. We use our investment in research and development—on which we spent \$791 million, \$704 million and \$643 million in fiscal 2018, 2017 and 2016, respectively—to help create, commercialize and disseminate innovative business strategies and technology solutions. We spend a significant portion of our research and development investment to develop market-ready solutions for our clients.

We view innovation as a source of competitive advantage. We seek to generate early insights into how knowledge can be harnessed to create innovative business solutions for our clients and to develop business strategies with significant value. Our innovation architecture brings together our innovation capabilities across the Company—from research, ventures and labs to our studios, innovation centers and delivery centers. This includes research and thought leadership to identify market, technology and industry trends. Through Accenture Ventures, we partner with and invest in growth-stage companies that create innovative enterprise technologies. Accenture Labs incubate and prototype new concepts through applied research and development projects. In addition, our studios, innovation centers and delivery centers build and scale the delivery of our innovations.

People

As a talent- and innovation-led organization, one of our key goals is to have the best people, with highly specialized skills, across our entire business to drive our differentiation and competitiveness. We are deeply committed to the development of our people, and provide continuous learning opportunities that are customized for the individual in an on-demand, digital environment. We provide our people ongoing feedback, and they are rewarded based on individual and Company performance. Our culture is underpinned by our core values, Code of Business Ethics and strong commitment to inclusion and diversity.

As of August 31, 2018, we employed approximately 459,000 people and had offices and operations in more than 200 cities in 52 countries.

Competition

We operate in a highly competitive and rapidly changing global marketplace and compete with a variety of organizations that offer services and solutions competitive with those we offer. Our competitors include:

- large multinational providers, including the services arms of large global technology providers (hardware, equipment and software), that offer some or all of the services and solutions that we do;
- off-shore service providers in lower-cost locations, particularly in India, that offer services globally that are similar to the services and solutions we offer;
- accounting firms that provide consulting and other services and solutions in areas that compete with us;
- solution or service providers that compete with us in a specific geographic market, industry segment or service area, including digital and advertising agencies and emerging start-ups and other companies that can scale rapidly to focus on or disrupt certain markets and provide new or alternative products, services or delivery models; and
- in-house departments of large corporations that use their own resources, rather than engage an outside firm for the types of services and solutions we provide.

Our revenues are derived primarily from Fortune Global 500 and Fortune 1000 companies, medium-sized companies, governments, government agencies and other enterprises. We believe that the principal competitive factors in the industries in which we compete include:

- skills and capabilities of people;
- technical and industry expertise;
- innovative service and product offerings;
- ability to add business value and improve performance;
- reputation and client references;
- contractual terms, including competitive pricing;
- ability to deliver results reliably and on a timely basis;
- scope of services;
- service delivery approach;
- quality of services and solutions;
- availability of appropriate resources; and
- global reach and scale, including level of presence in key emerging markets.

Our clients typically retain us on a non-exclusive basis.

Intellectual Property

We provide value to our clients based in part on a differentiated range of proprietary inventions, methodologies, software, reusable knowledge capital and other intellectual property. We recognize the increasing value of intellectual property in the marketplace and create, harvest, and protect this intellectual property. We leverage patent, trade secret and copyright laws as well as contractual arrangements to protect our intellectual property. We have also established policies to respect the intellectual property rights of third parties, such as our clients, partners and others.

As of August 31, 2018, we had a portfolio of over 4,200 patents and over 2,500 patent applications pending worldwide.

To protect the Accenture brand, one of our most valuable assets, we rely on intellectual property laws and trademark registrations held around the world.

Trademarks appearing in this report are the trademarks or registered trademarks of Accenture Global Services Ltd., Accenture Global Solutions Ltd., or third parties, as applicable.

Organizational Structure and History

Accenture plc is an Irish public limited company. We operate our business through subsidiaries of Accenture plc.

Prior to our transition to a corporate structure in fiscal 2001, we operated as a series of related partnerships and corporations under the control of our partners. In connection with our transition to a corporate structure, our partners generally exchanged all of their interests in these partnerships and corporations for Accenture Ltd Class A common shares or, in the case of partners in certain countries, Class I common shares of Accenture SCA, a Luxembourg partnership limited by shares and direct subsidiary of Accenture Ltd (“Accenture SCA”), or exchangeable shares issued by Accenture Canada Holdings Inc., an indirect subsidiary of Accenture SCA. Generally, partners who received Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares also received a corresponding number of Accenture Ltd Class X common shares, which entitled their holders to vote at Accenture Ltd shareholder meetings but did not carry any economic rights. The combination of the Accenture Ltd Class X common shares and the Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares gave these partners substantially similar economic and governance rights as holders of Accenture Ltd Class A common shares.

On June 10, 2009, Accenture plc was incorporated in Ireland, as a public limited company, in order to effect moving the place of incorporation of our parent holding company from Bermuda to Ireland. This transaction was completed on September 1, 2009, at which time Accenture Ltd, our predecessor holding company, became a wholly owned subsidiary of Accenture plc and Accenture plc became our parent holding company. Accenture Ltd was dissolved on December 29, 2009.

On April 10, 2015, Accenture Holdings plc, then Accenture plc’s subsidiary, was incorporated in Ireland, as a public limited company, in order to further consolidate Accenture’s presence in Ireland. On August 26, 2015, Accenture SCA merged with and into Accenture Holdings plc, with Accenture Holdings plc as the surviving entity. This merger was a transaction between entities under common control and had no effect on our Consolidated Financial Statements. On March 13, 2018, Accenture Holdings plc merged with and into Accenture plc, with Accenture plc as the surviving entity. As a result, all of the assets and liabilities of Accenture Holdings plc were acquired by Accenture plc, and Accenture Holdings plc ceased to exist. In connection with this internal merger, shareholders of Accenture Holdings plc (other than Accenture entities that held shares of Accenture Holdings plc), who primarily consisted of current and former members of Accenture Leadership and their permitted transferees, received one Class A ordinary share of Accenture plc for each share of Accenture Holdings plc that they owned, and Accenture plc redeemed all Class X ordinary shares of Accenture plc owned by such shareholders.

All references to Accenture Holdings plc included in this report with respect to periods prior to August 26, 2015 reflect the activity and/or balances of Accenture SCA (the predecessor of Accenture Holdings plc). The Consolidated Financial Statements reflect the ownership interests in Accenture Holdings plc (for applicable periods) and Accenture Canada Holdings Inc. held by certain current and former members of Accenture Leadership as noncontrolling interests. “Accenture Leadership” is comprised of members of our global management committee (our primary management and leadership team, which consists of approximately 20 of our most senior leaders), senior managing directors and managing directors. The noncontrolling ownership interests percentage was less than 1% as of August 31, 2018.

Accenture plc Class A and Class X Ordinary Shares

Each Class A ordinary share and each Class X ordinary share of Accenture plc entitles its holder to one vote on all matters submitted to a vote of shareholders of Accenture plc. A Class X ordinary share does not, however, entitle its holder to receive dividends or to receive payments upon a liquidation of Accenture plc. As described above under “—Organizational Structure and History,” Class X ordinary shares generally provide the holders of Accenture Canada Holdings Inc. exchangeable shares with a vote at Accenture plc shareholder meetings that is equivalent to the voting rights held by Accenture plc Class A ordinary shareholders, while their economic rights consist of interests in Accenture Canada Holdings Inc. exchangeable shares.

Under its memorandum and articles of association, Accenture plc may redeem, at its option, any Class X ordinary share for a redemption price equal to the nominal value of the Class X ordinary share, or \$0.0000225 per share. Accenture plc, as successor to Accenture Ltd, has separately agreed with the original holders of Accenture Canada Holdings Inc. exchangeable shares not to redeem any Class X ordinary share of such holder if the redemption would reduce the number of Class X ordinary shares held by that holder to a number that is less than the number of Accenture Canada Holdings Inc. exchangeable shares owned by that holder. Accenture plc will redeem Class X ordinary shares upon the redemption or exchange of Accenture Canada Holdings Inc. exchangeable shares so that the aggregate number of Class X ordinary shares outstanding at any time does not exceed the aggregate number of Accenture Canada Holdings Inc. exchangeable shares outstanding. Class X ordinary shares are not transferable without the consent of Accenture plc.

A transfer of Accenture plc Class A ordinary shares effected by transfer of a book-entry interest in The Depository Trust Company will not be subject to Irish stamp duty. Other transfers of Accenture plc Class A ordinary shares may be subject to Irish stamp duty (currently at the rate of 1% of the price paid or the market value of the Class A ordinary shares acquired, if higher) payable by the buyer.

Accenture Canada Holdings Inc. Exchangeable Shares

Holders of Accenture Canada Holdings Inc. exchangeable shares may exchange their shares for Accenture plc Class A ordinary shares at any time on a one-for-one basis. Accenture may, at its option, satisfy this exchange with cash at a price per share generally equal to the market price of an Accenture plc Class A ordinary share at the time of the exchange. Each exchangeable share of Accenture Canada Holdings Inc. entitles its holder to receive distributions equal to any distributions to which an Accenture plc Class A ordinary share entitles its holder. The exchange of all of the outstanding Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares would not have a material impact on the equity ownership position of Accenture.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this report, you should carefully consider the following factors which could materially adversely affect our business, financial condition, results of operations (including revenues and profitability) and/or stock price. Our business is also subject to general risks and uncertainties that may broadly affect companies, including us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also could materially adversely affect our business, financial condition, results of operations and/or stock price.

Our results of operations could be adversely affected by volatile, negative or uncertain economic and political conditions and the effects of these conditions on our clients' businesses and levels of business activity.

Global macroeconomic and geopolitical conditions affect our clients' businesses and the markets they serve. Volatile, negative or uncertain economic and political conditions in our significant markets have undermined and could in the future undermine business confidence in our significant markets or in other markets, which are increasingly interdependent, and cause our clients to reduce or defer their spending on new initiatives and technologies, or may result in clients reducing, delaying or eliminating spending under existing contracts with us, which would negatively affect our business. Growth in the markets we serve could be at a slow rate, or could stagnate or contract, in each case, for an extended period of time. Differing economic conditions and patterns of economic growth and contraction in the geographical regions in which we operate and the industries we serve have affected and may in the future affect demand for our services and solutions. Because we operate globally and have significant businesses in many markets, an economic slowdown in any of those markets could adversely affect our results of operations.

Ongoing economic and political volatility and uncertainty and changing demand patterns affect our business in a number of other ways, including making it more difficult to accurately forecast client demand and effectively build our revenue and resource plans, particularly in consulting. Economic and political volatility and uncertainty is particularly challenging because it may take some time for the effects and changes in demand patterns resulting from these and other factors to manifest themselves in our business and results of operations. Changing demand patterns from economic and political volatility and uncertainty, including as a result of the United Kingdom referendum in favor of exiting the European Union, the potential for changes in global trade policies and trends such as populism and economic nationalism, could have a significant negative impact on our results of operations.

Our business depends on generating and maintaining ongoing, profitable client demand for our services and solutions, including through the adaptation and expansion of our services and solutions in response to ongoing changes in technology and offerings, and a significant reduction in such demand or an inability to respond to the evolving technological environment could materially affect our results of operations.

Our revenue and profitability depend on the demand for our services and solutions with favorable margins, which could be negatively affected by numerous factors, many of which are beyond our control and unrelated to our work product. As described above, volatile, negative or uncertain global economic and political conditions and lower growth in the markets we serve have adversely affected and could in the future adversely affect client demand for our services and solutions. Our success depends, in part, on our ability to continue to develop and implement services and solutions that anticipate and respond to rapid and continuing changes in technology and offerings to serve the evolving needs of our clients. Examples of areas of significant change include digital-, cloud- and security-related offerings, which are continually evolving, as well as developments in areas such as artificial intelligence, augmented reality, automation, blockchain, Internet of Things, quantum computing and as-a-service solutions. Technological developments may materially affect the cost and use of technology by our clients and, in the case of as-a-service solutions, could affect the nature of how we generate revenue. Some of these technologies have reduced and replaced some of our historical services and solutions and may continue to do so in the future. This has caused, and may in the future cause, clients to delay spending under existing contracts and engagements and to delay entering into new contracts while they evaluate new technologies. Such delays can negatively impact our results of operations if the pace and level of spending on new technologies is not sufficient to make up any shortfall.

Developments in the industries we serve, which may be rapid, also could shift demand to new services and solutions. If, as a result of new technologies or changes in the industries we serve, our clients demand new services and solutions, we may be less competitive in these new areas or need to make significant investment to meet that demand. Our growth strategy focuses on responding to these types of developments by driving innovation that will enable us to expand our business into new growth areas. If we do not sufficiently invest in new technology and adapt to industry developments, or evolve and expand our business at sufficient speed and scale, or if we do not make the right strategic investments to respond to these developments and successfully drive innovation, our services and

solutions, our results of operations, and our ability to develop and maintain a competitive advantage and to execute on our growth strategy could be negatively affected.

We operate in a rapidly evolving environment in which there currently are, and we expect will continue to be, new technology entrants. New services or technologies offered by competitors or new entrants may make our offerings less differentiated or less competitive when compared to other alternatives, which may adversely affect our results of operations. In addition, companies in the industries we serve sometimes seek to achieve economies of scale and other synergies by combining with or acquiring other companies. If one of our current clients merges or consolidates with a company that relies on another provider for the services and solutions we offer, we may lose work from that client or lose the opportunity to gain additional work if we are not successful in generating new opportunities from the merger or consolidation. At any given time in a particular operating group, business, industry or geography, one or a small number of clients could contribute a significant portion of our consolidated revenues, and any decision by such a client to delay, reduce, or eliminate spending on our services and solutions could have a disproportionate impact on the results of operations in the relevant operating group, business, industry and/or geography.

Many of our consulting contracts are less than 12 months in duration, and these contracts typically permit a client to terminate the agreement with as little as 30 days' notice. Longer-term, larger and more complex contracts, such as the majority of our outsourcing contracts, generally require a longer notice period for termination and often include an early termination charge to be paid to us, but this charge might not be sufficient to cover our costs or make up for anticipated ongoing revenues and profits lost upon termination of the contract. Many of our contracts allow clients to terminate, delay, reduce or eliminate spending on the services and solutions we provide. Additionally, a client could choose not to retain us for additional stages of a project, try to renegotiate the terms of its contract or cancel or delay additional planned work. When contracts are terminated or not renewed, we lose the anticipated revenues, and it may take significant time to replace the level of revenues lost. Consequently, our results of operations in subsequent periods could be materially lower than expected. The specific business or financial condition of a client, changes in management and changes in a client's strategy are also all factors that can result in terminations, cancellations or delays.

If we are unable to keep our supply of skills and resources in balance with client demand around the world and attract and retain professionals with strong leadership skills, our business, the utilization rate of our professionals and our results of operations may be materially adversely affected.

Our success is dependent, in large part, on our ability to keep our supply of market-leading skills and capabilities in balance with client demand around the world and our ability to attract and retain personnel with the knowledge and skills to lead our business globally. We must hire or reskill, retain and motivate appropriate numbers of talented people with diverse skills in order to serve clients across the globe, respond quickly to rapid and ongoing changes in technology, industry and the macroeconomic environment, and constantly innovate to grow our business. For example, if we are unable to hire or retrain our employees to keep pace with the rapid and continuous changes in technology and the industries we serve or changes in the types of services and solutions clients are demanding, we may not be able to innovate and deliver new services and solutions to fulfill client demand. There is intense competition for scarce talent with market-leading skills and capabilities in new technologies, and our competitors have directly targeted our employees with these highly sought-after skills and may continue to do so. As a result, we may be unable to cost-effectively hire and retain employees with these market-leading skills, which may cause us to incur increased costs. As technology evolves and we expand our services and solutions, we must also hire and retain an increasing number of professionals with unique and highly specialized skills.

We are particularly dependent on retaining members of Accenture Leadership with critical capabilities. If we are unable to do so, our ability to innovate, generate new business opportunities and effectively lead large and complex transformations and client relationships could be jeopardized. We depend on identifying, developing and retaining top talent to innovate and lead our businesses. This includes developing talent and leadership capabilities in emerging markets, where the depth of skilled employees may be limited, and competition for these resources is intense. Our ability to expand geographically depends, in large part, on our ability to attract, develop, retain and integrate both leaders for the local business and people with critical capabilities.

Similarly, our profitability depends on our ability to effectively source and staff people with the right mix of skills and experience to perform services for our clients, including our ability to transition employees to new assignments on a timely basis. If we are unable to effectively deploy our employees globally on a timely basis to fulfill the needs of our clients, our profitability could suffer. If the utilization rate of our professionals is too high, it could have an adverse effect on employee engagement and attrition, the quality of the work performed as well as our ability to staff projects. If our utilization rate is too low, our profitability and the engagement of our employees could suffer. The costs associated with recruiting and training employees are significant. An important element of our global business model is the deployment of our employees around the world, which allows us to move talent as needed. Therefore, if we are not

able to deploy the talent we need because of increased regulation of immigration or work visas, including limitations placed on the number of visas granted, limitations on the type of work performed or location in which the work can be performed, and new or higher minimum salary requirements, it could be more difficult to staff our employees on client engagements and could increase our costs.

Our equity-based incentive compensation plans are designed to reward high-performing individuals for their contributions and provide incentives for them to remain with us. If the anticipated value of such incentives does not materialize because of volatility or lack of positive performance in our stock price, or if our total compensation package is not viewed as being competitive, our ability to attract and retain the personnel we need could be adversely affected. In addition, if we do not obtain the shareholder approval needed to continue granting equity awards under our share plans in the amounts we believe are necessary, our ability to attract and retain personnel could be negatively affected.

There is a risk that at certain points in time, and in certain geographical regions, we will find it difficult to hire and retain a sufficient number of employees with the skills or backgrounds to meet current and/or future demand. In these cases, we might need to redeploy existing personnel or increase our reliance on subcontractors to fill certain labor needs, and if not done effectively, our profitability could be negatively impacted. Additionally, if demand for our services and solutions were to escalate at a high rate, we may need to adjust our compensation practices, which could put upward pressure on our costs and adversely affect our profitability if we are unable to recover these increased costs. At certain times, however, we may also have more personnel than we need in certain skill sets or geographies or at compensation levels that are not aligned with skill sets. In these situations, we have engaged, and may in the future engage, in actions to rebalance our resources, including reducing the rate of new hires and increasing involuntary terminations as a means to keep our supply of skills and resources in balance with client demand. If we are not successful in these initiatives, our results of operations could be adversely affected.

We could face legal, reputational and financial risks if we fail to protect client and/or Accenture data from security breaches or cyberattacks.

We are dependent on information technology networks and systems to securely process, transmit and store electronic information and to communicate among our locations around the world and with our people, clients, alliance partners and vendors. As the breadth and complexity of this infrastructure continues to grow, including as a result of the use of mobile technologies, social media and cloud-based services, the risk of security breaches and cyberattacks increases. Such breaches could lead to shutdowns or disruptions of or damage to our systems and those of our clients, alliance partners and vendors, and unauthorized disclosure of sensitive or confidential information, including personal data. In the past, we have experienced data security breaches resulting from unauthorized access to our and our service providers' systems, which to date have not had a material impact on our operations; however, there is no assurance that such impacts will not be material in the future.

In providing services and solutions to clients, we often manage, utilize and store sensitive or confidential client or Accenture data, including personal data, and we expect these activities to increase, including through the use of artificial intelligence, the internet of things and analytics. Unauthorized disclosure of sensitive or confidential client or Accenture data, whether through systems failure, employee negligence, fraud, misappropriation, or other intentional or unintentional acts, could damage our reputation, cause us to lose clients and could result in significant financial exposure. Similarly, unauthorized access to or through our or our service providers' information systems or those we develop for our clients, whether by our employees or third parties, including a cyberattack by computer programmers, hackers, members of organized crime and/or state-sponsored organizations, who continuously develop and deploy viruses, ransomware or other malicious software programs or social engineering attacks, could result in negative publicity, significant remediation costs, legal liability, damage to our reputation and government sanctions and could have a material adverse effect on our results of operations. Cybersecurity threats are constantly expanding and evolving, thereby increasing the difficulty of detecting and defending against them and maintaining effective security measures and protocols.

We are subject to numerous laws and regulations designed to protect this information, such as the European Union's General Data Protection Regulation ("GDPR"), which became effective in May 2018, various U.S. federal and state laws governing the protection of health or other personally identifiable information and data privacy and cybersecurity laws in other regions. These laws and regulations are increasing in complexity and number, change frequently and increasingly conflict among the various countries in which we operate, which has resulted in greater compliance risk and cost for us. The GDPR imposes new compliance obligations regarding the handling of personal data and has significantly increased financial penalties for noncompliance. For example, failure to comply with the GDPR may lead to regulatory enforcement actions, which can result in monetary penalties of up to 4% of worldwide revenue, orders to discontinue certain data processing operations, private lawsuits, or reputational damage. If any person, including any of our employees, negligently disregards or intentionally breaches our established controls with respect to client or Accenture data, or otherwise mismanages or misappropriates that data, we could be subject to

significant litigation, monetary damages, regulatory enforcement actions, fines and/or criminal prosecution in one or more jurisdictions. These monetary damages might not be subject to a contractual limit of liability or an exclusion of consequential or indirect damages and could be significant. In addition, our liability insurance, which includes cyber insurance, might not be sufficient in type or amount to cover us against claims related to security breaches, cyberattacks and other related breaches.

The markets in which we operate are highly competitive, and we might not be able to compete effectively.

The markets in which we offer our services and solutions are highly competitive. Our competitors include:

- large multinational providers, including the services arms of large global technology providers (hardware, equipment and software), that offer some or all of the services and solutions that we do;
- off-shore service providers in lower-cost locations, particularly in India, that offer services globally that are similar to the services and solutions we offer;
- accounting firms that provide consulting and other services and solutions in areas that compete with us;
- solution or service providers that compete with us in a specific geographic market, industry segment or service area, including digital and advertising agencies and emerging start-ups and other companies that can scale rapidly to focus on or disrupt certain markets and provide new or alternative products, services or delivery models; and
- in-house departments of large corporations that use their own resources, rather than engage an outside firm for the types of services and solutions we provide.

Some competitors may have greater financial, marketing or other resources than we do and, therefore, may be better able to compete for new work and skilled professionals, may be able to innovate and provide new services and solutions faster than we can or may be able to anticipate the need for services and solutions before we do.

Even if we have potential offerings that address marketplace or client needs, competitors may be more successful at selling similar services they offer, including to companies that are our clients. Some competitors are more established in certain markets, and that may make executing our geographic expansion strategy in these markets more challenging. Additionally, competitors may also offer more aggressive contractual terms, which may affect our ability to win work. Our future performance is largely dependent on our ability to compete successfully in the markets we currently serve, while expanding into additional markets. If we are unable to compete successfully, we could lose market share and clients to competitors, which could materially adversely affect our results of operations.

In addition, we may face greater competition due to consolidation of companies in the technology sector through strategic mergers or acquisitions. Consolidation activity may result in new competitors with greater scale, a broader footprint or offerings that are more attractive than ours. Over time, our access to certain technology products and services may be reduced as a result of this consolidation. Additionally, vertically integrated companies are able to offer as a single provider more integrated services (software and hardware) to clients than we can in some cases and therefore may represent a more attractive alternative to clients. If buyers of services favor using a single provider for an integrated technology stack, such buyers may direct more business to such competitors, and this could materially adversely affect our competitive position and our results of operations.

Changes in our level of taxes, as well as audits, investigations and tax proceedings, or changes in tax laws or in their interpretation or enforcement, could have a material adverse effect on our effective tax rate, results of operations, cash flows and financial condition.

We are subject to taxes in numerous jurisdictions. We calculate and provide for taxes in each tax jurisdiction in which we operate. Tax accounting often involves complex matters and requires our judgment to determine our worldwide provision for income taxes and other tax liabilities. We are subject to ongoing audits, investigations and tax proceedings in various jurisdictions. Tax authorities have disagreed, and may in the future disagree, with our judgments, and are taking increasingly aggressive positions opposing the judgments we make, including with respect to our intercompany transactions. We regularly assess the likely outcomes of our audits, investigations and tax proceedings to determine the appropriateness of our tax liabilities. However, our judgments might not be sustained as a result of these audits, investigations and tax proceedings, and the amounts ultimately paid could be materially different from the amounts previously recorded.

In addition, our effective tax rate in the future could be adversely affected by challenges to our intercompany transactions, changes in the valuation of deferred tax assets and liabilities and changes in tax laws or in their interpretation or enforcement, changes in the mix of earnings in countries with differing statutory tax rates, the expiration of current tax benefits and changes in accounting principles, including the U.S. generally accepted accounting principles. Tax rates in the jurisdictions in which we operate may change materially as a result of shifting economic conditions

and tax policies. In addition, changes in tax laws, treaties or regulations, or their interpretation or enforcement, have become more unpredictable and may become more stringent, which could materially adversely affect our tax position.

A number of countries where we do business, including the United States and many countries in the European Union, have implemented, and are considering implementing, changes in relevant tax, accounting and other laws, regulations and interpretations. For example, in December 2017, the U.S. enacted the Tax Cuts and Jobs Act (the "Tax Act"), which significantly changed U.S. tax law. The Tax Act's "base erosion and anti-abuse tax" provisions, or regulations issued thereunder, could adversely impact our ongoing effective tax rate by imposing taxes on our intercompany transactions and limiting our ability to deduct certain expenses.

The overall tax environment has made it increasingly challenging for multinational corporations to operate with certainty about taxation in many jurisdictions. For example, the European Commission has been conducting investigations, focusing on whether local country tax rulings or tax legislation provide preferential tax treatment that violates European Union state aid rules. Furthermore, the Organization for Economic Co-operation and Development ("OECD"), which represents a coalition of member countries, is supporting changes to numerous long-standing tax principles through its base erosion and profit shifting project, which is focused on a number of issues, including the shifting of profits among affiliated entities located in different tax jurisdictions. The changes recommended by the OECD have been or are being adopted by many of the countries in which we do business. In addition, the European Commission has expanded upon the OECD guidelines with anti-tax avoidance directives to be applied by its member states. Among other things, the directives require companies to provide increased country-by-country disclosure of their financial information to tax authorities, which in turn could lead to disagreements by jurisdictions over the proper allocation of profits between them. The increasingly complex global tax environment could have a material adverse effect on our effective tax rate, results of operations, cash flows and financial condition.

Although we expect to be able to rely on the tax treaty between the United States and Ireland, legislative or diplomatic action could be taken, or the treaty may be amended in such a way, that would prevent us from being able to rely on such treaty. Our inability to rely on the treaty would subject us to increased taxation or significant additional expense. In addition, congressional proposals could change the definition of a U.S. person for U.S. federal income tax purposes, which could also subject us to increased taxation. In addition, we could be materially adversely affected by future changes in tax law or policy (or in their interpretation or enforcement) in Ireland or other jurisdictions where we operate, including their treaties with Ireland or the United States. These changes could be exacerbated by economic, budget or other challenges facing Ireland or these other jurisdictions.

Our profitability could materially suffer if we are unable to obtain favorable pricing for our services and solutions, if we are unable to remain competitive, if our cost-management strategies are unsuccessful or if we experience delivery inefficiencies.

Our profitability is highly dependent on a variety of factors and could be materially impacted by any of the following:

Our results of operations could materially suffer if we are not able to obtain sufficient pricing to meet our profitability expectations. If we are not able to obtain favorable pricing for our services and solutions, our revenues and profitability could materially suffer. The rates we are able to charge for our services and solutions are affected by a number of factors, including:

- general economic and political conditions;
- our clients' desire to reduce their costs;
- the competitive environment in our industry;
- our ability to accurately estimate our service delivery costs, upon which our pricing is sometimes determined, includes our ability to estimate the impact of inflation and foreign exchange on our service delivery costs over long-term contracts; and
- the procurement practices of clients and their use of third-party advisors.

Our profitability could suffer if we are not able to remain competitive. The competitive environment in our industry affects our ability to secure new contracts at our target economics in a number of ways, any of which could have a material negative impact on our results of operations. The less we are able to differentiate our services and solutions and/or clearly convey the value of our services and solutions, the more risk we have in winning new work in sufficient volumes and at our target pricing and overall economics. In addition, the introduction of new services or products by competitors could reduce our ability to obtain favorable pricing and impact our overall economics for the services or solutions we offer. Competitors may be willing, at times, to price contracts lower than us in an effort to enter the market or increase market share.

Our profitability could suffer if our cost-management strategies are unsuccessful, and we may not be able to improve our profitability. Our ability to improve or maintain our profitability is dependent on our being able to successfully manage our costs, including taking actions to reduce certain costs. Our cost management strategies include maintaining appropriate alignment between the demand for our services and solutions and the workforce needed to deliver them. If we are not effective in managing our operating costs in response to changes in demand or pricing, or if we are unable to cost-effectively hire and retain personnel with the knowledge and skills necessary to deliver our services and solutions, particularly in areas of new technologies and offerings and in the right geographic locations, we may incur increased costs, which could reduce our ability to continue to invest in our business in an amount necessary to achieve our planned rates of growth and our desired levels of profitability.

If we do not accurately anticipate the cost, risk and complexity of performing our work or if third parties upon whom we rely do not meet their commitments, then our contracts could have delivery inefficiencies and be less profitable than expected or unprofitable. Our contract profitability is highly dependent on our forecasts regarding the effort and cost necessary to deliver our services and solutions, which are based on available data and could turn out to be materially inaccurate. If we do not accurately estimate the effort, costs or timing for meeting our contractual commitments and/or completing engagements to a client's satisfaction, our contracts could yield lower profit margins than planned or be unprofitable. Similarly, if we experience unanticipated delivery difficulties due to our management, the failure of third parties to meet their commitments or for any other reason, our contracts could yield lower profit margins than planned or be unprofitable. In particular, large and complex arrangements often require that we utilize subcontractors or that our services and solutions incorporate or coordinate with the software, systems or infrastructure requirements of other vendors and service providers, including companies with which we have alliances. Our profitability depends on the ability of these subcontractors, vendors and service providers to deliver their products and services in a timely manner and in accordance with the project requirements, as well as on our effective oversight of their performance. In some cases, these subcontractors are small firms, and they might not have the resources or experience to successfully integrate their services or products with large-scale engagements or enterprises. Some of this work involves new technologies, which may not work as intended or may take more effort to implement than initially predicted. In addition, certain client work requires the use of unique and complex structures and alliances, some of which require us to assume responsibility for the performance of third parties whom we do not control. Any of these factors could adversely affect our ability to perform and subject us to additional liabilities, which could have a material adverse effect on our relationships with clients and on our results of operations.

Our results of operations could be materially adversely affected by fluctuations in foreign currency exchange rates.

Although we report our results of operations in U.S. dollars, a majority of our net revenues is denominated in currencies other than the U.S. dollar. Unfavorable fluctuations in foreign currency exchange rates have had an adverse effect, and could in the future have a material adverse effect, on our results of operations.

Because our consolidated financial statements are presented in U.S. dollars, we must translate revenues, expenses and income, as well as assets and liabilities, into U.S. dollars at exchange rates in effect during or at the end of each reporting period. Therefore, changes in the value of the U.S. dollar against other currencies will affect our net revenues, operating income and the value of balance-sheet items, including intercompany payables and receivables, originally denominated in other currencies. These changes cause our growth in consolidated earnings stated in U.S. dollars to be higher or lower than our growth in local currency when compared against other periods. Our currency hedging programs, which are designed to partially offset the impact on consolidated earnings related to the changes in value of certain balance sheet items, might not be successful. Additionally, some transactions and balances may be denominated in currencies for which there is no available market to hedge.

As we continue to leverage our global delivery model, more of our expenses are incurred in currencies other than those in which we bill for the related services. An increase in the value of certain currencies, such as the Indian rupee or Philippine peso, against the currencies in which our revenue is recorded could increase costs for delivery of services at off-shore sites by increasing labor and other costs that are denominated in local currency. Our contractual provisions or cost management efforts might not be able to offset their impact, and our currency hedging activities, which are designed to partially offset this impact, might not be successful. This could result in a decrease in the profitability of our contracts that are utilizing delivery center resources. Conversely, a decrease in the value of certain currencies, such as the Indian rupee or Philippine peso, against the currencies in which our revenue is recorded could place us at a competitive disadvantage compared to service providers that benefit to a greater degree from such a decrease and can, as a result, deliver services at a lower cost. In addition, our currency hedging activities are themselves subject to risk. These include risks related to counterparty performance under hedging contracts, risks related to ineffective hedges and risks related to currency fluctuations. We also face risks that extreme economic conditions, political instability, or hostilities or disasters of the type described below could impact or perhaps eliminate the underlying

exposures that we are hedging. Such an event could lead to losses being recognized on the currency hedges then in place that are not offset by anticipated changes in the underlying hedge exposure.

As a result of our geographically diverse operations and our growth strategy to continue geographic expansion, we are more susceptible to certain risks.

We have offices and operations in more than 200 cities in 52 countries around the world. One aspect of our growth strategy is to continue to expand in key markets around the world. Our growth strategy might not be successful. If we are unable to manage the risks of our global operations and geographic expansion strategy, including the concentration of our global delivery capability in India and the Philippines, international hostilities, terrorist activities, natural disasters and security breaches, failure to maintain compliance with our clients' control requirements and multiple legal and regulatory systems, our results of operations and ability to grow could be materially adversely affected. In addition, emerging markets generally involve greater financial and operational risks, such as those described below, than our more mature markets. Negative or uncertain political climates in countries or geographies where we operate could also adversely affect us.

Our global delivery capability is concentrated in India and the Philippines, which may expose us to operational risks. Our business model is dependent on our global delivery capability, which includes Accenture personnel based at more than 50 delivery centers around the world. While these delivery centers are located throughout the world, we have based large portions of our delivery capability in India, where we have the largest number of people located in our delivery centers, and the Philippines, where we have the second largest number of people located. Concentrating our global delivery capability in these locations presents a number of operational risks, including those listed in the following paragraph, many of which are beyond our control. Our business continuity and disaster recovery plans may not be effective, particularly if catastrophic events occur. If any of these circumstances occurs, we have a greater risk that interruptions in communications with our clients and other Accenture locations and personnel, and any down-time in important processes we operate for clients, could result in a material adverse effect on our results of operations and our reputation in the marketplace.

International hostilities, terrorist activities, natural disasters, pandemics and infrastructure disruptions could prevent us from effectively serving our clients and thus adversely affect our results of operations. Acts of terrorist violence; political unrest; regional and international hostilities and international responses to these hostilities; natural disasters, volcanic eruptions, sea level rise, floods, droughts and the increasing frequency and severity of adverse weather conditions; health emergencies or pandemics or the threat of or perceived potential for these events; and other acts of god could have a negative impact on us. These events could adversely affect our clients' levels of business activity and precipitate sudden and significant changes in regional and global economic conditions and cycles. These events also pose significant risks to our people and to physical facilities and operations around the world, whether the facilities are ours or those of our alliance partners, suppliers or clients. By disrupting communications and travel and increasing the difficulty of obtaining and retaining highly skilled and qualified personnel, these events could make it difficult or impossible for us to deliver our services and solutions to our clients. Extended disruptions of electricity, other public utilities or network services at our facilities, as well as physical infrastructure damage to, system failures at, cyberattacks on, or security breaches in, our facilities or systems, could also adversely affect our ability to conduct our business and serve our clients. We might be unable to protect our people, facilities and systems against all such occurrences. We generally do not have insurance for losses and interruptions caused by terrorist attacks, conflicts and wars. If these disruptions prevent us from effectively serving our clients, our results of operations could be adversely affected.

We could be subject to strict restrictions on the movement of cash and the exchange of foreign currencies. In some countries, we could be subject to strict restrictions on the movement of cash and the exchange of foreign currencies, which would limit our ability to use this cash across our global operations and expose us to more extreme currency fluctuations. This risk could increase as we continue our geographic expansion in key markets around the world, which include emerging markets that are more likely to impose these restrictions than more established markets.

Our global operations expose us to numerous and sometimes conflicting legal and regulatory requirements, and violation of these regulations could harm our business. We are subject to numerous, and sometimes conflicting, legal regimes on matters as diverse as anticorruption, import/export controls, content requirements, trade restrictions, tariffs, taxation, sanctions, immigration, internal and disclosure control obligations, securities regulation, anti-competition, anti-money-laundering, data privacy and protection, government compliance, wage-and-hour standards, and employment and labor relations. The global nature of our operations, including emerging markets where legal systems may be less developed or understood by us, and the diverse nature of our operations across a number of regulated industries, further increase the difficulty of compliance. Compliance with diverse legal requirements is costly, time-consuming and requires significant resources. Violations of one or more of these regulations in the conduct of our business could result in significant fines, enforcement actions or criminal sanctions against us and/or our employees,

prohibitions on doing business and damage to our reputation. Violations of these regulations in connection with the performance of our obligations to our clients also could result in liability for significant monetary damages, fines, enforcement actions and/or criminal prosecution or sanctions, unfavorable publicity and other reputational damage and restrictions on our ability to effectively carry out our contractual obligations and thereby expose us to potential claims from our clients. Due to the varying degrees of development of the legal systems of the countries in which we operate, local laws may not be well developed or provide sufficiently clear guidance and may be insufficient to protect our rights.

In particular, in many parts of the world, including countries in which we operate and/or seek to expand, practices in the local business community might not conform to international business standards and could violate anticorruption laws, or regulations, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Our employees, subcontractors, vendors, agents, alliance or joint venture partners, the companies we acquire and their employees, subcontractors, vendors and agents, and other third parties with which we associate, could take actions that violate policies or procedures designed to promote legal and regulatory compliance or applicable anticorruption laws or regulations. Violations of these laws or regulations by us, our employees or any of these third parties could subject us to criminal or civil enforcement actions (whether or not we participated or knew about the actions leading to the violations), including fines or penalties, disgorgement of profits and suspension or disqualification from work, including U.S. federal contracting, any of which could materially adversely affect our business, including our results of operations and our reputation.

Changes in laws and regulations could also mandate significant and costly changes to the way we implement our services and solutions or could impose additional taxes on our services and solutions. For example, changes in laws and regulations to limit using off-shore resources in connection with our work or to penalize companies that use off-shore resources, which have been proposed from time to time in various jurisdictions, could adversely affect our results of operations. Such changes may result in contracts being terminated or work being transferred on-shore, resulting in greater costs to us. In addition, these changes could have a negative impact on our ability to obtain future work from government clients.

Our business could be materially adversely affected if we incur legal liability.

We are subject to, and may become a party to, a variety of litigation or other claims and suits that arise from time to time in the ordinary course of our business. Our business is subject to the risk of litigation involving current and former employees, clients, alliance partners, subcontractors, suppliers, competitors, shareholders, government agencies or others through private actions, class actions, whistleblower claims, administrative proceedings, regulatory actions or other litigation. Regardless of the merits of the claims, the cost to defend current and future litigation may be significant, and such matters can be time-consuming and divert management's attention and resources. The results of litigation and other legal proceedings are inherently uncertain, and adverse judgments or settlements in some or all of these legal disputes may result in materially adverse monetary damages, fines, penalties or injunctive relief against us. Any claims or litigation, even if fully indemnified or insured, could damage our reputation and make it more difficult to compete effectively or to obtain adequate insurance in the future.

For example, we could be subject to significant legal liability and litigation expense if we fail to meet our contractual obligations, contribute to internal control deficiencies of a client or otherwise breach obligations to third parties, including clients, alliance partners, employees and former employees, and other parties with whom we conduct business, or if our subcontractors breach or dispute the terms of our agreements with them and impede our ability to meet our obligations to our clients. We may enter into agreements with non-standard terms because we perceive an important economic opportunity or because our personnel did not adequately follow our contracting guidelines. In addition, the contracting practices of competitors, along with the demands of increasingly sophisticated clients, may cause contract terms and conditions that are unfavorable to us to become new standards in the marketplace. We may find ourselves committed to providing services or solutions that we are unable to deliver or whose delivery will reduce our profitability or cause us financial loss. If we cannot or do not meet our contractual obligations and if our potential liability is not adequately limited through the terms of our agreements, liability limitations are not enforced or a third party alleges fraud or other wrongdoing to prevent us from relying upon those contractual protections, we might face significant legal liability and litigation expense and our results of operations could be materially adversely affected. In addition, as we expand our services and solutions into new areas, such as taking over the operation of certain portions of our clients' businesses, which increasingly include the operation of functions and systems that are critical to the core businesses of our clients, we may be exposed to additional operational, regulatory or other risks specific to these new areas, including risks related to data security. A failure of a client's system based on our services or solutions could also subject us to a claim for significant damages that could materially adversely affect our results of operations.

While we maintain insurance for certain potential liabilities, such insurance does not cover all types and amounts of potential liabilities and is subject to various exclusions as well as caps on amounts recoverable. Even if we believe

a claim is covered by insurance, insurers may dispute our entitlement to recovery for a variety of potential reasons, which may affect the timing and, if they prevail, the amount of our recovery.

Our work with government clients exposes us to additional risks inherent in the government contracting environment.

Our clients include national, provincial, state and local governmental entities. Our government work carries various risks inherent in the government contracting process. These risks include, but are not limited to, the following:

- Government entities, particularly in the United States, often reserve the right to audit our contract costs and conduct inquiries and investigations of our business practices and compliance with government contract requirements. U.S. government agencies, including the Defense Contract Audit Agency, routinely audit our contract costs, including allocated indirect costs, for compliance with the Cost Accounting Standards and the Federal Acquisition Regulation. These agencies also conduct reviews and investigations and make inquiries regarding our accounting and other systems in connection with our performance and business practices with respect to our government contracts. Negative findings from existing and future audits, investigations or inquiries could affect our future sales and profitability by preventing us, by operation of law or in practice, from receiving new government contracts for some period of time. In addition, if the U.S. government concludes that certain costs are not reimbursable, have not been properly determined or are based on outdated estimates of our work, then we will not be allowed to bill for such costs, may have to refund money that has already been paid to us or could be required to retroactively and prospectively adjust previously agreed to billing or pricing rates for our work. Negative findings from existing and future audits of our business systems, including our accounting system, may result in the U.S. government preventing us from billing, at least temporarily, a percentage of our costs. As a result of prior negative findings in connection with audits, investigations and inquiries, we have from time to time experienced some of the adverse consequences described above and may in the future experience further adverse consequences, which could materially adversely affect our future results of operations.
- If a government client discovers improper or illegal activities in the course of audits or investigations, we may become subject to various civil and criminal penalties, including those under the civil U.S. False Claims Act, and administrative sanctions, which may include termination of contracts, forfeiture of profits, suspension of payments, fines and suspensions or debarment from doing business with other agencies of that government. The inherent limitations of internal controls may not prevent or detect all improper or illegal activities.
- U.S. government contracting regulations impose strict compliance and disclosure obligations. Disclosure is required if certain company personnel have knowledge of “credible evidence” of a violation of federal criminal laws involving fraud, conflict of interest, bribery or improper gratuity, a violation of the civil U.S. False Claims Act or receipt of a significant overpayment from the government. Failure to make required disclosures could be a basis for suspension and/or debarment from federal government contracting in addition to breach of the specific contract and could also impact contracting beyond the U.S. federal level. Reported matters also could lead to audits or investigations and other civil, criminal or administrative sanctions.
- Government contracts are subject to heightened reputational and contractual risks compared to contracts with commercial clients. For example, government contracts and the proceedings surrounding them are often subject to more extensive scrutiny and publicity. Negative publicity, including an allegation of improper or illegal activity, regardless of its accuracy, may adversely affect our reputation.
- Terms and conditions of government contracts also tend to be more onerous and are often more difficult to negotiate. For example, these contracts often contain high or unlimited liability for breaches and feature less favorable payment terms and sometimes require us to take on liability for the performance of third parties.
- Government entities typically fund projects through appropriated monies. While these projects are often planned and executed as multi-year projects, government entities usually reserve the right to change the scope of or terminate these projects for lack of approved funding and/or at their convenience. Changes in government or political developments, including budget deficits, shortfalls or uncertainties, government spending reductions or other debt constraints could result in our projects being reduced in price or scope or terminated altogether, which also could limit our recovery of incurred costs, reimbursable expenses and profits on work completed prior to the termination. Furthermore, if insufficient funding is appropriated to the government entity to cover termination costs, we may not be able to fully recover our investments.
- Political and economic factors such as pending elections, the outcome of recent elections, changes in leadership among key executive or legislative decision makers, revisions to governmental tax or other policies and reduced tax revenues can affect the number and terms of new government contracts signed or the speed at which new contracts are signed, decrease future levels of spending and authorizations for programs that

we bid, shift spending priorities to programs in areas for which we do not provide services and/or lead to changes in enforcement or how compliance with relevant rules or laws is assessed.

- Our ability to work for the U.S. government is impacted by the fact that we are an Irish company. We elected to enter into a proxy agreement with the U.S. Department of Defense that enhances the ability of our U.S. federal government contracting subsidiary to perform certain work for the U.S. government. The proxy agreement regulates the management and operation of, and limits the control we can exercise over, this subsidiary. In addition, legislative and executive proposals remain under consideration or could be proposed in the future, which, if enacted, could place additional limitations on or even prohibit our eligibility to be awarded state or federal government contracts in the United States or could include requirements that would otherwise affect our results of operations. Various U.S. federal and state legislative proposals have been introduced and/or enacted in recent years that deny government contracts to certain U.S. companies that reincorporate or have reincorporated outside the United States. While Accenture was not a U.S. company that reincorporated outside the United States, it is possible that these contract bans and other legislative proposals could be applied in a way that negatively affects Accenture.

The occurrences or conditions described above could affect not only our business with the particular government entities involved, but also our business with other entities of the same or other governmental bodies or with certain commercial clients, and could have a material adverse effect on our business or our results of operations.

If we are unable to manage the organizational challenges associated with our size, we might be unable to achieve our business objectives.

As of August 31, 2018, we had approximately 459,000 employees worldwide. Our size and scale present significant management and organizational challenges. It might become increasingly difficult to maintain effective standards across a large enterprise and effectively institutionalize our knowledge. It might also become more difficult to maintain our culture, effectively manage and monitor our personnel and operations and effectively communicate our core values, policies and procedures, strategies and goals, particularly given our world-wide operations. The size and scope of our operations increase the possibility that we will have employees who engage in unlawful or fraudulent activity, or otherwise expose us to unacceptable business risks, despite our efforts to train them and maintain internal controls to prevent such instances. For example, employee misconduct could involve the improper use of our clients' sensitive or confidential information or the failure to comply with legislation or regulations regarding the protection of sensitive or confidential information. Furthermore, the inappropriate use of social networking sites by our employees could result in breaches of confidentiality, unauthorized disclosure of non-public company information or damage to our reputation. If we do not continue to develop and implement the right processes and tools to manage our enterprise and instill our culture and core values into all of our employees, our ability to compete successfully and achieve our business objectives could be impaired. In addition, from time to time, we have made, and may continue to make, changes to our operating model, including how we are organized, as the needs and size of our business change, and if we do not successfully implement the changes, our business and results of operation may be negatively impacted.

If we do not successfully manage and develop our relationships with key alliance partners or if we fail to anticipate and establish new alliances in new technologies, our results of operations could be adversely affected.

We have alliances with companies whose capabilities complement our own. A very significant portion of our revenue and services and solutions are based on technology or software provided by a few major alliance partners. See "Business—Alliances."

The business that we conduct through these alliances could decrease or fail to grow for a variety of reasons. The priorities and objectives of our alliance partners may differ from ours, and our alliance partners are not prohibited from competing with us or forming closer or preferred arrangements with our competitors. In addition, some of our alliance partners are also large clients or suppliers of technology to Accenture. The decisions we make vis-à-vis an alliance partner may impact our ongoing alliance relationship. In addition, our alliance partners could experience reduced demand for their technology or software, including, for example, in response to changes in technology, which could lessen related demand for our services and solutions.

We must anticipate and respond to continuous changes in technology and develop alliance relationships with new providers of relevant technology. We must secure meaningful alliances with these providers early in their life cycle so that we can develop the right number of certified people with skills in new technologies. If we are unable to maintain our relationships with current partners and identify new and emerging providers of relevant technology to expand our network of alliance partners, we may not be able to differentiate our services or compete effectively in the market.

If we do not obtain the expected benefits from our alliance relationships for any reason, we may be less competitive, our ability to offer attractive solutions to our clients may be negatively affected, and our results of operations could be adversely affected.

Our ability to attract and retain business and employees may depend on our reputation in the marketplace.

We believe the Accenture brand name and our reputation are important corporate assets that help distinguish our services and solutions from those of competitors and also contribute to our efforts to recruit and retain talented employees. However, our corporate reputation is potentially susceptible to material damage by events such as disputes with clients, cybersecurity breaches or service outages, internal control deficiencies, delivery failures, compliance violations, government investigations or legal proceedings. Similarly, our reputation could be damaged by actions or statements of current or former clients, directors, employees, competitors, vendors, alliance partners, joint venture partners, adversaries in legal proceedings, legislators or government regulators, as well as members of the investment community or the media, including social media influencers. There is a risk that negative or inaccurate information about Accenture, even if based on rumor or misunderstanding, could adversely affect our business. Damage to our reputation could be difficult, expensive and time-consuming to repair, could make potential or existing clients reluctant to select us for new engagements, resulting in a loss of business, and could adversely affect our recruitment and retention efforts. Damage to our reputation could also reduce the value and effectiveness of the Accenture brand name and could reduce investor confidence in us, materially adversely affecting our share price.

We might not be successful at acquiring, investing in or integrating businesses, entering into joint ventures or divesting businesses.

We expect to continue pursuing strategic and targeted acquisitions, investments and joint ventures to enhance or add to our skills and capabilities or offerings of services and solutions, or to enable us to expand in certain geographic and other markets. Depending on the opportunities available, we may increase the amount of capital invested in such opportunities. We may not succeed in completing targeted transactions, including as a result of the market becoming increasingly competitive, or achieve desired results of operations.

Furthermore, we face risks in successfully integrating any businesses we might acquire or create through a joint venture. Ongoing business may be disrupted, and our management's attention may be diverted by acquisition, investment, transition or integration activities. In addition, we might need to dedicate additional management and other resources, and our organizational structure could make it difficult for us to efficiently integrate acquired businesses into our ongoing operations and assimilate and retain employees of those businesses into our culture and operations. The potential loss of key executives, employees, customers, suppliers, vendors and other business partners of businesses we acquire may adversely impact the value of the assets, operations or businesses. Furthermore, acquisitions or joint ventures may result in significant costs and expenses, including those related to retention payments, equity compensation, severance pay, early retirement costs, intangible asset amortization and asset impairment charges, assumed litigation and other liabilities, and legal, accounting and financial advisory fees, which could negatively affect our profitability. We may have difficulties as a result of entering into new markets where we have limited or no direct prior experience or where competitors may have stronger market positions.

We might fail to realize the expected benefits or strategic objectives of any acquisition, investment or joint venture we undertake. We might not achieve our expected return on investment or may lose money. We may be adversely impacted by liabilities that we assume from a company we acquire or in which we invest, including from that company's known and unknown obligations, intellectual property or other assets, terminated employees, current or former clients or other third parties. In addition, we may fail to identify or adequately assess the magnitude of certain liabilities, shortcomings or other circumstances prior to acquiring, investing in or partnering with a company, including potential exposure to regulatory sanctions or liabilities resulting from an acquisition target's previous activities, internal controls and security environment. If any of these circumstances occurs, they could result in unexpected legal or regulatory exposure, unfavorable accounting treatment, unexpected increases in taxes or other adverse effects on our business. In addition, we have a lesser degree of control over the business operations of the joint ventures and businesses in which we have made minority investments or in which we have acquired less than 100%. This lesser degree of control may expose us to additional reputational, financial, legal, compliance or operational risks. Litigation, indemnification claims and other unforeseen claims and liabilities may arise from the acquisition or operation of acquired businesses. For example, we may face litigation or other claims as a result of certain terms and conditions of the acquisition agreement, such as earnout payments or closing net asset adjustments. Alternatively, shareholder litigation may arise as a result of proposed acquisitions. If we are unable to complete the number and kind of investments for which we plan, or if we are inefficient or unsuccessful at integrating any acquired businesses into our operations, we may not be able to achieve our planned rates of growth or improve our market share, profitability or competitive position in specific markets or services.

We periodically evaluate, and have engaged in, the disposition of assets and businesses. Divestitures could involve difficulties in the separation of operations, services, products and personnel, the diversion of management's attention, the disruption of our business and the potential loss of key employees. After reaching an agreement with a buyer for the disposition of a business, the transaction may be subject to the satisfaction of pre-closing conditions, including obtaining necessary regulatory and government approvals, which, if not satisfied or obtained, may prevent us from completing the transaction. Divestitures may also involve continued financial involvement in or liability with respect to the divested assets and businesses, such as indemnities or other financial obligations, in which the performance of the divested assets or businesses could impact our results of operations. Any divestiture we undertake could adversely affect our results of operations.

If we are unable to protect or enforce our intellectual property rights, or if our services or solutions infringe upon the intellectual property rights of others or we lose our ability to utilize the intellectual property of others, our business could be adversely affected.

Our success depends, in part, upon our ability to obtain intellectual property protection for our proprietary methodologies, processes, software and other solutions. Existing laws of the various countries in which we provide services or solutions may offer only limited intellectual property protection of our services or solutions, and the protection in some countries may be very limited. We rely upon a combination of confidentiality policies, nondisclosure and other contractual arrangements, and patent, trade secret, copyright and trademark laws to protect our intellectual property rights. These laws are subject to change at any time and could further limit our ability to obtain or maintain intellectual property protection. There is uncertainty concerning the scope of patent and other intellectual property protection for software and business methods, which are fields in which we rely on intellectual property laws to protect our rights. Even where we obtain intellectual property protection, our intellectual property rights may not prevent or deter competitors, former employees, or other third parties from reverse engineering our solutions or proprietary methodologies and processes or independently developing services or solutions similar to or duplicative of ours. Further, the steps we take in this regard might not be adequate to prevent or deter infringement or other misappropriation of our intellectual property by competitors, former employees or other third parties, and we might not be able to detect unauthorized use of, or take appropriate and timely steps to enforce, our intellectual property rights. Enforcing our rights might also require considerable time, money and oversight, and we may not be successful in enforcing our rights.

In addition, we cannot be sure that our services and solutions, including, for example, our software solutions, or the solutions of others that we offer to our clients, do not infringe on the intellectual property rights of third parties, and these third parties could claim that we or our clients are infringing upon their intellectual property rights. Additionally, individuals and firms have purchased intellectual property assets in order to assert claims of infringement against technology providers and customers that use such technology. These claims could harm our reputation, cause us to incur substantial costs or prevent us from offering some services or solutions in the future. Any related proceedings could require us to expend significant resources over an extended period of time. In most of our contracts, we agree to indemnify our clients for expenses and liabilities resulting from claimed infringements of the intellectual property rights of third parties. In some instances, the amount of these indemnities could be greater than the revenues we receive from the client. Any claims or litigation in this area could be time-consuming and costly, damage our reputation and/or require us to incur additional costs to obtain the right to continue to offer a service or solution to our clients. If we cannot secure this right at all or on reasonable terms, or we are unable to implement in a cost-effective manner alternative technology, our results of operations could be materially adversely affected. The risk of infringement claims against us may increase as we expand our industry software solutions and continue to develop and license our software to multiple clients. Any infringement action brought against us or our clients could be costly to defend or lead to an expensive settlement or judgment against us.

Further, we rely on third-party software in providing some of our services and solutions. If we lose our ability to continue using any such software for any reason, including because it is found to infringe the rights of others, we will need to obtain substitute software or seek alternative means of obtaining the technology necessary to continue to provide such services and solutions. Our inability to replace such software, or to replace such software in a timely or cost-effective manner, could materially adversely affect our results of operations.

Changes to accounting standards or in the estimates and assumptions we make in connection with the preparation of our consolidated financial statements could adversely affect our financial results.

Our financial statements have been prepared in accordance with U.S. generally accepted accounting principles. It is possible that changes in accounting standards could have a material adverse effect on our results of operations and financial position. The application of generally accepted accounting principles requires us to make estimates and assumptions about certain items and future events that affect our reported financial condition, and our accompanying disclosure with respect to, among other things, revenue recognition and income taxes. We base our estimates on

historical experience, contractual commitments and on various other assumptions that we believe to be reasonable under the circumstances and at the time they are made. These estimates and assumptions involve the use of judgment and are subject to significant uncertainties, some of which are beyond our control. If our estimates, or the assumptions underlying such estimates, are not correct, actual results may differ materially from our estimates, and we may need to, among other things, adjust revenues or accrue additional charges that could adversely affect our results of operations.

Many of our contracts include payments that link some of our fees to the attainment of performance or business targets and/or require us to meet specific service levels. This could increase the variability of our revenues and impact our margins.

Many of our contracts include clauses that tie our compensation to the achievement of agreed-upon performance standards or milestones. If we fail to satisfy these measures, it could significantly reduce or eliminate our fees under the contracts, increase the cost to us of meeting performance standards or milestones, delay expected payments or subject us to potential damage claims under the contract terms. Clients also often have the right to terminate a contract and pursue damage claims under the contract for serious or repeated failure to meet these service commitments. We also have a number of contracts in which a portion of our compensation depends on performance measures such as cost-savings, revenue enhancement, benefits produced, business goals attained and adherence to schedule. These goals can be complex and may depend on our clients' actual levels of business activity or may be based on assumptions that are later determined not to be achievable or accurate. These provisions could increase the variability in revenues and margins earned on those contracts.

Our results of operations and share price could be adversely affected if we are unable to maintain effective internal controls.

The accuracy of our financial reporting is dependent on the effectiveness of our internal controls. We are required to provide a report from management to our shareholders on our internal control over financial reporting that includes an assessment of the effectiveness of these controls. Internal control over financial reporting has inherent limitations, including human error, the possibility that controls could be circumvented or become inadequate because of changed conditions, and fraud. Because of these inherent limitations, internal control over financial reporting might not prevent or detect all misstatements or fraud. If we cannot maintain and execute adequate internal control over financial reporting or implement required new or improved controls that provide reasonable assurance of the reliability of the financial reporting and preparation of our financial statements for external use, we could suffer harm to our reputation, incur incremental compliance costs, fail to meet our public reporting requirements on a timely basis, be unable to properly report on our business and our results of operations, or be required to restate our financial statements, and our results of operations, our share price and our ability to obtain new business could be materially adversely affected.

We might be unable to access additional capital on favorable terms or at all. If we raise equity capital, it may dilute our shareholders' ownership interest in us.

We might choose to raise additional funds through public or private debt or equity financings in order to:

- take advantage of opportunities, including more rapid expansion;
- acquire other businesses or assets;
- repurchase shares from our shareholders;
- develop new services and solutions; or
- respond to competitive pressures.

Any additional capital raised through the sale of equity could dilute shareholders' ownership percentage in us. Furthermore, any additional financing we need might not be available on terms favorable to us, or at all.

We are incorporated in Ireland and a significant portion of our assets is located outside the United States. As a result, it might not be possible for shareholders to enforce civil liability provisions of the federal or state securities laws of the United States. We may also be subject to criticism and negative publicity related to our incorporation in Ireland.

We are organized under the laws of Ireland, and a significant portion of our assets is located outside the United States. A shareholder who obtains a court judgment based on the civil liability provisions of U.S. federal or state securities laws may be unable to enforce the judgment against us in Ireland or in countries other than the United States where we have assets. In addition, there is some doubt as to whether the courts of Ireland and other countries would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on the civil liabilities

provisions of the federal or state securities laws of the United States or would hear actions against us or those persons based on those laws.

Although the United States and Ireland do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters, the Irish Courts will recognize a U.S. judgment if the following important requirements are satisfied:

- the originating court is a court of competent jurisdiction;
- the judgment is final and conclusive; and
- the judgment was not obtained by fraud and its recognition is not contrary to Irish public policy.

Any judgment obtained in contravention of the rules of natural justice or that is irreconcilable with an earlier foreign judgment would not be enforced in Ireland. Similarly, judgments might not be enforceable in countries other than the United States where we have assets.

Some companies that conduct substantial business in the United States but which have a parent domiciled in certain other jurisdictions have been criticized as improperly avoiding U.S. taxes or creating an unfair competitive advantage over U.S. companies. Accenture never conducted business under a U.S. parent company and pays U.S. taxes on all of its U.S. operations. Nonetheless, we could be subject to criticism in connection with our incorporation in Ireland.

Irish law differs from the laws in effect in the United States and might afford less protection to shareholders.

Our shareholders could have more difficulty protecting their interests than would shareholders of a corporation incorporated in a jurisdiction of the United States. As an Irish company, we are governed by the Companies Act. The Companies Act differs in some significant, and possibly material, respects from laws applicable to U.S. corporations and shareholders under various state corporation laws, including the provisions relating to interested directors, mergers and acquisitions, takeovers, shareholder lawsuits and indemnification of directors.

Under Irish law, the duties of directors and officers of a company are generally owed to the company only. Shareholders of Irish companies do not generally have rights to take action against directors or officers of the company under Irish law, and may only do so in limited circumstances. Directors of an Irish company must, in exercising their powers and performing their duties, act with due care and skill, honestly and in good faith with a view to the best interests of the company. Directors have a duty not to put themselves in a position in which their duties to the company and their personal interests might conflict and also are under a duty to disclose any personal interest in any contract or arrangement with the company or any of its subsidiaries. If a director or officer of an Irish company is found to have breached his duties to that company, he could be held personally liable to the company in respect of that breach of duty.

Under Irish law, we must have authority from our shareholders to issue any shares, including shares that are part of the company's authorized but unissued share capital. In addition, unless otherwise authorized by its shareholders, when an Irish company issues shares for cash to new shareholders, it is required first to offer those shares on the same or more favorable terms to existing shareholders on a pro-rata basis. If we are unable to obtain these authorizations from our shareholders, or are otherwise limited by the terms of our authorizations, our ability to issue shares under our equity compensation plans and, if applicable, to facilitate funding acquisitions or otherwise raise capital could be adversely affected.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We have major offices in the world's leading business centers, including Boston, Chicago, New York, San Francisco, Dublin, Frankfurt, London, Madrid, Milan, Paris, Rome, Bangalore, Beijing, Manila, Mumbai, Sao Paolo, Shanghai, Singapore, Sydney and Tokyo, among others. In total, we have offices and operations in more than 200 cities in 52 countries around the world. We do not own any material real property. Substantially all of our office space is leased under long-term leases with varying expiration dates. We believe that our facilities are adequate to meet our needs in the near future.

ITEM 3. LEGAL PROCEEDINGS

The information set forth under “Legal Contingencies” in Note 15 (Commitments and Contingencies) to our Consolidated Financial Statements under Part II, Item 8, “Financial Statements and Supplementary Data,” is incorporated herein by reference.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

EXECUTIVE OFFICERS OF THE REGISTRANT

Our executive officers and persons chosen to become executive officers as of the date hereof are as follows:

Omar Abbosh, 52, became our group chief executive—Communications, Media & Technology operating group in September 2018. From March 2015 to September 2018, he served as our chief strategy officer. Prior to assuming that role, Mr. Abbosh served in several management positions, including senior managing director—Growth & Strategy for the Resources operating group and managing director of the Resources business in the United Kingdom and Ireland. Mr. Abbosh has been with Accenture for 29 years.

Gianfranco Casati, 59, became our group chief executive—Growth Markets in January 2014. From September 2006 to January 2014, he served as our group chief executive—Products operating group. From April 2002 to September 2006, Mr. Casati was managing director of the Products operating group’s Europe operating unit. He also served as Accenture’s country managing director for Italy and as chairman of our geographic council in its IGEM (Italy, Greece, emerging markets) region, supervising Accenture offices in Italy, Greece and several Eastern European countries. Mr. Casati has been with Accenture for 34 years.

Richard P. Clark, 57, became our chief accounting officer in September 2013 and has served as our corporate controller since September 2010. Prior to that, Mr. Clark served as our senior managing director of investor relations from September 2006 to September 2010. Previously he served as our finance director—Communications, Media & Technology operating group from July 2001 to September 2006 and as our finance director—Resources operating group from 1998 to July 2001. Mr. Clark has been with Accenture for 35 years.

Johan (Jo) G. Deblaere, 56, became our chief operating officer in September 2009 and has also served as our chief executive—Europe since January 2014. From September 2006 to September 2009, Mr. Deblaere served as our chief operating officer—Outsourcing. Prior to that, from September 2005 to September 2006, he led our global network of business process outsourcing delivery centers. From September 2000 to September 2005, he had overall responsibility for work with public-sector clients in Western Europe. Mr. Deblaere has been with Accenture for 33 years.

Chad T. Jerdee, 51, became our general counsel and chief compliance officer in June 2015. From August 2010 to June 2015, Mr. Jerdee served as deputy general counsel—Sales & Delivery. Previously, he served as legal lead for the outsourcing sales legal team as well as for Accenture’s growth platforms. Mr. Jerdee has been with Accenture for 21 years.

Daniel T. London, 54, became our group chief executive—Health & Public Service operating group in June 2014. From 2009 to June 2014, Mr. London was senior managing director for Health & Public Service in North America. Previously, he served as managing director of Accenture’s Finance & Performance Management global service line. Mr. London has been with Accenture for 32 years.

Richard A. Lumb, 57, became our group chief executive—Financial Services operating group in December 2010. From June 2006 to December 2010, Mr. Lumb led our Financial Services operating group in Europe, Africa, the Middle East and Latin America. He also served as our managing director of business and market development—Financial Services operating group from September 2005 to June 2006. Mr. Lumb has been with Accenture for 33 years.

Pierre Nanterme, 59, became chairman of the Board of Directors in February 2013 and has served as our chief executive officer since January 2011. Mr. Nanterme was our group chief executive—Financial Services operating group from September 2007 to December 2010. Prior to assuming this role, Mr. Nanterme held various leadership roles throughout the Company, including serving as our chief leadership officer from May 2006 through September 2007 and our country managing director for France from November 2005 to September 2007. Mr. Nanterme has been a director since October 2010 and has been with Accenture for 35 years. Prior to its merger with and into Accenture plc in March 2018, Mr. Nanterme also served on the board of Accenture Holdings plc.

Jean-Marc Ollagnier, 56, became our group chief executive—Resources operating group in March 2011. From September 2006 to March 2011, Mr. Ollagnier led our Resources operating group in Europe, Latin America, the Middle

East and Africa. Previously, he served as our global managing director—Financial Services Solutions group and as our geographic unit managing director—Gallia. Mr. Ollagnier has been with Accenture for 32 years.

David P. Rowland, 57, became our chief financial officer in July 2013. From October 2006 to July 2013, he was our senior vice president—Finance. Previously, Mr. Rowland was our managing director—Finance Operations from July 2001 to October 2006. Prior to assuming that role, he served as our finance director—Communications, Media & Technology operating group and as our finance director—Products operating group. Mr. Rowland has been with Accenture for 35 years.

Ellyn J. Shook, 55, became our chief leadership officer in December 2015 and has also served as our chief human resources officer since March 2014. From 2012 to March 2014, Ms. Shook was our senior managing director—Human Resources and head of Accenture's Human Resources Centers of Expertise. From 2004 to 2011, she served as the global human resources lead for career management, performance management, total rewards, employee engagement and mergers and acquisitions. Ms. Shook has been with Accenture for 30 years.

Julie Spellman Sweet, 51, became our chief executive officer—North America in June 2015. From March 2010 to June 2015, she served as our general counsel, secretary and chief compliance officer. Prior to joining Accenture, Ms. Sweet was, for 10 years, a partner in the Corporate department of the law firm of Cravath, Swaine & Moore LLP, which she joined as an associate in 1992. Ms. Sweet has been with Accenture for 8 years.

Alexander M. van 't Noordende, 55, became our group chief executive—Products operating group in January 2014. From March 2011 to January 2014, he served as our group chief executive—Management Consulting. Mr. van 't Noordende was our group chief executive—Resources operating group from September 2006 to March 2011. Prior to assuming that role, he led our Resources operating group in Southern Europe, Africa, the Middle East and Latin America, and served as managing partner of the Resources operating group in France, Belgium and the Netherlands. From 2001 until September 2006, he served as our country managing director for the Netherlands. Mr. van 't Noordende has been with Accenture for 31 years.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**Price Range of Accenture plc Class A Ordinary Shares**

Accenture plc Class A ordinary shares are traded on the New York Stock Exchange under the symbol "ACN." The New York Stock Exchange is the principal United States market for these shares.

The following table sets forth, on a per share basis for the periods indicated, the high and low sale prices for Accenture plc Class A ordinary shares as reported by the New York Stock Exchange.

	Price Range	
	High	Low
Fiscal 2017		
First Quarter	\$ 124.96	\$ 108.83
Second Quarter	\$ 125.72	\$ 112.31
Third Quarter	\$ 126.53	\$ 114.82
Fourth Quarter	\$ 130.92	\$ 119.10
Fiscal 2018		
First Quarter	\$ 148.60	\$ 129.10
Second Quarter	\$ 165.58	\$ 145.75
Third Quarter	\$ 164.30	\$ 146.05
Fourth Quarter	\$ 169.92	\$ 155.30
Fiscal 2019		
First Quarter (through October 10, 2018)	\$ 175.64	\$ 161.58

The closing sale price of an Accenture plc Class A ordinary share as reported by the New York Stock Exchange consolidated tape as of October 10, 2018 was \$161.74. As of October 10, 2018, there were 326 holders of record of Accenture plc Class A ordinary shares.

There is no trading market for Accenture plc Class X ordinary shares. As of October 10, 2018, there were 16 holders of record of Accenture plc Class X ordinary shares.

To ensure that members of Accenture Leadership continue to maintain equity ownership levels that we consider meaningful, we require current members of Accenture Leadership to comply with the Accenture Equity Ownership Requirement Policy. This policy requires members of Accenture Leadership to own Accenture equity valued at a multiple (ranging from $1/2$ to 6) of their base compensation determined by their position level.

Dividend Policy

On November 15, 2016, May 15, 2017, November 15, 2017 and May 15, 2018, Accenture plc paid a semi-annual cash dividend of \$1.21, \$1.21, \$1.33 and \$1.33 per share, respectively, on our Class A ordinary shares. On November 15, 2016, May 15, 2017, and November 15, 2017, Accenture Holdings plc paid a semi-annual cash dividend of \$1.21, \$1.21 and \$1.33 per share, respectively, on its ordinary shares. Accenture Holdings plc merged with and into Accenture plc on March 13, 2018, and thereafter Accenture Holdings plc ceased to exist.

Future dividends on Accenture plc Class A ordinary shares, if any, and the timing of declaration of any such dividends, will be at the discretion of the Board of Directors of Accenture plc and will depend on, among other things, our results of operations, cash requirements and surplus, financial condition, contractual restrictions and other factors that the Board of Directors of Accenture plc may deem relevant, as well as our ability to pay dividends in compliance with the Companies Act.

In certain circumstances, as an Irish tax resident company, we may be required to deduct Irish dividend withholding tax ("DWT") (currently at the rate of 20%) from dividends paid to our shareholders. Shareholders resident in "relevant territories" (including countries that are European Union member states (other than Ireland), the United States and other countries with which Ireland has a tax treaty) may be exempted from Irish DWT. However, shareholders residing in other countries will generally be subject to Irish DWT.

Recent Sales of Unregistered Securities

None.

Purchases of Accenture plc Class A Ordinary Shares

The following table provides information relating to our purchases of Accenture plc Class A ordinary shares during the fourth quarter of fiscal 2018 . For year-to-date information on all of our share purchases, redemptions and exchanges and further discussion of our share purchase activity, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Share Purchases and Redemptions.”

Period	Total Number of Shares Purchased	Average Price Paid per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (3)
				(in millions of U.S. dollars)
June 1, 2018 — June 30, 2018				
Class A ordinary shares	1,005,320	\$ 160.73	991,649	\$ 1,290
July 1, 2018 — July 31, 2018				
Class A ordinary shares	1,147,274	\$ 165.41	925,154	\$ 1,135
August 1, 2018 — August 31, 2018				
Class A ordinary shares	1,216,504	\$ 163.26	1,130,614	\$ 950
Total				
Class A ordinary shares (4)	3,369,098	\$ 163.24	3,047,417	

- (1) Average price paid per share reflects the total cash outlay for the period, divided by the number of shares acquired, including those acquired by purchase or redemption for cash and any acquired by means of employee forfeiture.
- (2) Since August 2001 , the Board of Directors of Accenture plc has authorized and periodically confirmed a publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares. During the fourth quarter of fiscal 2018 , we purchased 3,047,417 Accenture plc Class A ordinary shares under this program for an aggregate price of \$497 million . The open-market purchase program does not have an expiration date.
- (3) As of August 31, 2018 , our aggregate available authorization for share purchases and redemptions was \$950 million , which management has the discretion to use for either our publicly announced open-market share purchase program or our other share purchase programs. Since August 2001 and as of August 31, 2018 , the Board of Directors of Accenture plc has authorized an aggregate of \$30,100 million for purchases and redemptions of Accenture plc Class A ordinary shares, Accenture Holdings plc ordinary shares (prior to March 13, 2018) or Accenture Canada Holdings Inc. exchangeable shares.
- (4) During the fourth quarter of fiscal 2018 , Accenture purchased 321,681 Accenture plc Class A ordinary shares in transactions unrelated to publicly announced share plans or programs. These transactions consisted of acquisitions of Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under our various employee equity share plans. These purchases of shares in connection with employee share plans do not affect our aggregate available authorization for our publicly announced open-market share purchase and our other share purchase programs.

ITEM 6. SELECTED FINANCIAL DATA

The data for fiscal 2018, 2017 and 2016 and as of August 31, 2018 and 2017 are derived from the audited Consolidated Financial Statements and related Notes that are included elsewhere in this report. The data for fiscal 2015 and 2014 and as of August 31, 2016, 2015 and 2014 are derived from the audited Consolidated Financial Statements and related Notes that are not included in this report. The selected financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our Consolidated Financial Statements and related Notes included elsewhere in this report.

	Fiscal				
	2018 (1)	2017 (2)	2016 (3)	2015 (4)	2014
	(in millions of U.S. dollars)				
Income Statement Data					
Revenues before reimbursements ("Net revenues")	\$ 39,573	\$ 34,850	\$ 32,883	\$ 31,048	\$ 30,002
Revenues	41,603	36,765	34,798	32,914	31,875
Operating income	5,841	4,633	4,810	4,436	4,301
Net income	4,215	3,635	4,350	3,274	3,176
Net income attributable to Accenture plc	4,060	3,445	4,112	3,054	2,941

- (1) Includes the impact of a \$258 million charge associated with tax law changes recorded during fiscal 2018. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2018 Compared to Fiscal 2017—Provision for Income Taxes."
- (2) Includes the impact of a \$510 million, pre-tax, Pension settlement charge recorded during fiscal 2017. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2018 Compared to Fiscal 2017—Pension Settlement Charge."
- (3) Includes the impact of a \$849 million, pre-tax, Gain on sale of businesses recorded during fiscal 2016. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2017 Compared to Fiscal 2016—Gain (loss) on Sale of Businesses."
- (4) Includes the impact of a \$64 million, pre-tax, Pension settlement charge recorded during fiscal 2015.

	Fiscal				
	2018	2017	2016	2015	2014
Earnings Per Class A Ordinary Share					
Basic	\$ 6.46	\$ 5.56	\$ 6.58	\$ 4.87	\$ 4.64
Diluted	6.34	5.44	6.45	4.76	4.52
Dividends per ordinary share	2.66	2.42	2.20	2.04	1.86

	August 31, 2018	August 31, 2017	August 31, 2016	August 31, 2015	August 31, 2014
	(in millions of U.S. dollars)				

Balance Sheet Data					
Cash and cash equivalents	\$ 5,061	\$ 4,127	\$ 4,906	\$ 4,361	\$ 4,921
Total assets	24,449	22,690	20,609	18,203	17,930
Long-term debt, net of current portion	20	22	24	26	26
Accenture plc shareholders' equity	10,365	8,949	7,555	6,134	5,732

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with our Consolidated Financial Statements and related Notes included elsewhere in this Annual Report on Form 10-K. This discussion and analysis also contains forward-looking statements and should also be read in conjunction with the disclosures and information contained in "Disclosure Regarding Forward-Looking Statements" and "Risk Factors" in this Annual Report on Form 10-K.

We use the terms "Accenture," "we," the "Company," "our" and "us" in this report to refer to Accenture plc and its subsidiaries. All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31. For example, a reference to "fiscal 2018" means the 12-month period that ended on August 31, 2018. All references to quarters, unless otherwise noted, refer to the quarters of our fiscal year.

We use the term "in local currency" so that certain financial results may be viewed without the impact of foreign currency exchange rate fluctuations, thereby facilitating period-to-period comparisons of business performance. Financial results "in local currency" are calculated by restating current period activity into U.S. dollars using the comparable prior-year period's foreign currency exchange rates. This approach is used for all results where the functional currency is not the U.S. dollar.

Overview

Revenues are driven by the ability of our executives to secure new contracts and to deliver services and solutions that add value relevant to our clients' current needs and challenges. The level of revenues we achieve is based on our ability to deliver market-leading services and solutions and to deploy skilled teams of professionals quickly and on a global basis.

Our results of operations are affected by economic conditions, including macroeconomic conditions and levels of business confidence. There continues to be significant volatility and economic and geopolitical uncertainty in many markets around the world, which may impact our business. We continue to monitor the impact of this volatility and uncertainty and seek to manage our costs in order to respond to changing conditions. There also continues to be volatility in foreign currency exchange rates. The majority of our net revenues are denominated in currencies other than the U.S. dollar, including the Euro and the U.K. pound. Unfavorable fluctuations in foreign currency exchange rates have had and could have in the future a material effect on our financial results.

Revenues before reimbursements ("net revenues") for fiscal 2018 increased 13.5% in U.S. dollars and 10.5% in local currency compared to fiscal 2017. Demand for our services and solutions continued to be very strong, resulting in growth across all areas of our business. During fiscal 2018, revenue growth in local currency was very strong in Communication, Media & Technology, Resources and Products and strong in Financial Services and Health & Public Service. We experienced very strong growth in Growth Markets and strong growth in North America and Europe. Revenue growth in local currency was very strong in consulting and strong in outsourcing during fiscal 2018. While the business environment remained competitive, pricing was relatively stable. We use the term "pricing" to mean the contract profitability or margin on the work that we sell.

In our consulting business, net revenues for fiscal 2018 increased 15% in U.S. dollars and 12% in local currency compared to fiscal 2017. Consulting revenue growth in local currency in fiscal 2018 was led by very strong growth in Communications, Media & Technology, Resources, Financial Services and Products as well as strong growth in Health & Public Service. Our consulting revenue growth continues to be driven by strong demand for digital-, cloud- and security-related services and assisting clients with the adoption of new technologies. In addition, clients continue to be focused on initiatives designed to deliver cost savings and operational efficiency, as well as projects to integrate their global operations and grow and transform their businesses.

In our outsourcing business, net revenues for fiscal 2018 increased 12% in U.S. dollars and 9% in local currency compared to fiscal 2017. Outsourcing revenue growth in local currency in fiscal 2018 was led by very strong growth in Communications, Media & Technology, Resources and Products, as well as strong growth in Health & Public Service and modest growth in Financial Services. We continue to experience growing demand to assist clients with the operation and maintenance of digital-related services and cloud enablement. In addition, clients continue to be focused on transforming their operations to improve effectiveness and cost efficiency.

As we are a global company, our revenues are denominated in multiple currencies and may be significantly affected by currency exchange rate fluctuations. If the U.S. dollar weakens against other currencies, resulting in favorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be higher. If the U.S. dollar strengthens against other currencies, resulting in unfavorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be lower. The U.S. dollar weakened against various currencies during fiscal 2018, resulting in favorable currency translation and U.S. dollar revenue growth that was

approximately 3% higher than our revenue growth in local currency for the year. Assuming that exchange rates stay within recent ranges, we estimate that our full fiscal 2019 revenue growth in U.S. dollars will be approximately 2.5% lower than our revenue growth in local currency.

The primary categories of operating expenses include Cost of services, Sales and marketing and General and administrative costs. Cost of services is primarily driven by the cost of client-service personnel, which consists mainly of compensation, subcontractor and other personnel costs, and non-payroll costs on outsourcing contracts. Cost of services includes a variety of activities such as: contract delivery; recruiting and training; software development; and integration of acquisitions. Sales and marketing costs are driven primarily by: compensation costs for business development activities; marketing- and advertising-related activities; and certain acquisition-related costs. General and administrative costs primarily include costs for non-client-facing personnel, information systems, office space and certain acquisition-related costs.

Utilization for fiscal 2018 was 91% , flat with fiscal 2017 . We continue to hire to meet current and projected future demand. We proactively plan and manage the size and composition of our workforce and take actions as needed to address changes in the anticipated demand for our services and solutions, given that compensation costs are the most significant portion of our operating expenses. Based on current and projected future demand, we have increased our headcount, the majority of which serve our clients, to approximately 459,000 as of August 31, 2018 , compared to approximately 425,000 as of August 31, 2017 . The year-over-year increase in our headcount reflects an overall increase in demand for our services and solutions, as well as headcount added in connection with acquisitions. Attrition, excluding involuntary terminations, for fiscal 2018 was 15% , up from 14% in fiscal 2017 . We evaluate voluntary attrition, adjust levels of new hiring and use involuntary terminations as means to keep our supply of skills and resources in balance with changes in client demand. In addition, we adjust compensation in certain skill sets and geographies in order to attract and retain appropriate numbers of qualified employees. For the majority of our personnel, compensation increases become effective December 1st of each fiscal year. We strive to adjust pricing and/or the mix of resources to reduce the impact of compensation increases on our gross margin. Our ability to grow our revenues and maintain or increase our margin could be adversely affected if we are unable to: keep our supply of skills and resources in balance with changes in the types or amounts of services and solutions clients are demanding; recover increases in compensation; deploy our employees globally on a timely basis; manage attrition; and/or effectively assimilate and utilize new employees.

Gross margin (Net revenues less Cost of services before reimbursable expenses as a percentage of net revenues) for fiscal 2018 was 31.4% , compared with 31.7% for fiscal 2017 . The decrease in gross margin for fiscal 2018 was principally due to higher labor costs compared to fiscal 2017 , partially offset by other cost efficiencies in fiscal 2018.

Sales and marketing and General and administrative costs as a percentage of net revenues were 16.7% for fiscal 2018 , compared with 16.9% for fiscal 2017 . We continuously monitor these costs and implement cost-management actions, as appropriate. For fiscal 2018 compared to fiscal 2017 , Sales and marketing costs as a percentage of net revenues decreased 20 basis points and General and administrative costs as a percentage of net revenues were flat.

During fiscal 2017 , we recorded a \$510 million pension settlement charge and related \$198 million reduction in taxes for the U.S. pension plan termination. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating margin (Operating income as a percentage of net revenues) for fiscal 2018 was 14.8% , compared with 13.3% for fiscal 2017 . The pension settlement charge decreased operating margin by 150 basis points for fiscal 2017 . Excluding the effect of the pension settlement charge, operating margin for fiscal 2017 would have been flat with fiscal 2018 at 14.8% .

The effective tax rate for fiscal 2018 was 27.4% , compared with 21.3% for fiscal 2017 . During fiscal 2018, we recorded a provisional tax charge associated with the enactment of the U.S. Tax Cuts and Jobs Act (the "Tax Act") of \$178 million . Absent this charge and \$81 million of expense from a non-U.S. tax law change, our effective tax rate for fiscal 2018 would have been 23.0% . Absent the pension settlement charge and related taxes described above, our effective tax rate for fiscal 2017 would have also been 23.0% . For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Diluted earnings per share were \$6.34 for fiscal 2018 , compared with \$5.44 for fiscal 2017 . The impact of tax law changes decreased diluted earnings per share by \$0.40 in fiscal 2018 . The impact of the pension settlement charge, net of taxes, decreased diluted earnings per share by \$0.47 in fiscal 2017 . Excluding these impacts, diluted earnings per share would have been \$6.74 and \$5.91 for fiscal 2018 and 2017 , respectively.

We have presented effective tax rate and diluted earnings per share excluding the impacts of the tax law changes in fiscal 2018 and the pension settlement charge in fiscal 2017 as well as operating income and operating margin

excluding the impact of the pension settlement charge in fiscal 2017, as we believe doing so facilitates understanding as to both the impacts of these items and our financial performance when comparing these periods.

Our operating income and diluted earnings per share are affected by currency exchange rate fluctuations on revenues and costs. Most of our costs are incurred in the same currency as the related net revenues. Where practical, we seek to manage foreign currency exposure for costs not incurred in the same currency as the related net revenues, such as the costs associated with our global delivery model, by using currency protection provisions in our customer contracts and through our hedging programs. We seek to manage our costs, taking into consideration the residual positive and negative effects of changes in foreign exchange rates on those costs. For more information on our hedging programs, see Note 7 (Derivative Financial Instruments) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

As described further in Note 1 (Summary of Significant Accounting Policies), on March 13, 2018 our subsidiary Accenture Holdings plc merged with and into Accenture plc, with Accenture plc as the surviving entity. As a result, all of the assets and liabilities of Accenture Holdings plc were acquired by Accenture plc, and Accenture Holdings plc ceased to exist. The merger was internal and administrative in nature.

Beginning in fiscal 2019, we are adopting new accounting standards that will affect the accounting for revenue and pension costs: Accounting Standards Update ("ASU") No. 2014-09: "Revenue from Contracts with Customers" (Topic 606); and ASU No. 2017-07: "Compensation—Retirement Benefits" (Topic 715). In connection with the adoption, we will present total revenues and will no longer report revenues before reimbursements. Also, certain components of pension costs will be reclassified from operating expenses to non-operating expenses. In our subsequent periodic reports, prior-period results will be revised to reflect the fiscal 2019 presentation. Additionally, on September 1, 2018, we will adopt ASU No. 2016-16: "Income Taxes: Intra-Entity Transfers of Assets Other Than Inventory", which will require us to record deferred tax assets of up to \$2.1 billion and incremental income tax expense going forward, as these deferred tax assets are utilized. For additional information, see Note 1 (Summary of Significant Accounting Policies) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Bookings and Backlog

New bookings for fiscal 2018 were \$42.81 billion, with consulting bookings of \$23.63 billion and outsourcing bookings of \$19.18 billion.

We provide information regarding our new bookings, which include new contracts, including those acquired through acquisitions, as well as renewals, extensions and changes to existing contracts, because we believe doing so provides useful trend information regarding changes in the volume of our new business over time. New bookings can vary significantly quarter to quarter depending in part on the timing of the signing of a small number of large outsourcing contracts. The types of services and solutions clients are demanding and the pace and level of their spending may impact the conversion of new bookings to revenues. For example, outsourcing bookings, which are typically for multi-year contracts, generally convert to revenue over a longer period of time compared to consulting bookings. Information regarding our new bookings is not comparable to, nor should it be substituted for, an analysis of our revenues over time. New bookings involve estimates and judgments. There are no third-party standards or requirements governing the calculation of bookings. We do not update our new bookings for material subsequent terminations or reductions related to bookings originally recorded in prior fiscal years. New bookings are recorded using then-existing foreign currency exchange rates and are not subsequently adjusted for foreign currency exchange rate fluctuations.

The majority of our contracts are terminable by the client on short notice, and some without notice. Accordingly, we do not believe it is appropriate to characterize bookings attributable to these contracts as backlog. Normally, if a client terminates a project, the client remains obligated to pay for commitments we have made to third parties in connection with the project, services performed and reimbursable expenses incurred by us through the date of termination.

Critical Accounting Policies and Estimates

The preparation of our Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenues and expenses. We continually evaluate our estimates, judgments and assumptions based on available information and experience. Because the use of estimates is inherent in the financial reporting process, actual results could differ from those estimates. Certain of our accounting policies require higher degrees of judgment than others in their application. These include certain aspects of accounting for revenue recognition and income taxes.

Revenue Recognition

Our contracts have different terms based on the scope, deliverables and complexity of the engagement, the terms of which frequently require us to make judgments and estimates in recognizing revenues. We have many types of contracts, including time-and-materials contracts, fixed-price contracts and contracts with features of both of these contract types. In addition, some contracts include incentives related to costs incurred, benefits produced or adherence to schedules that may increase the variability in revenues and margins earned on such contracts. We conduct rigorous reviews prior to signing such contracts to evaluate whether these incentives are reasonably achievable.

We recognize revenues from technology integration consulting contracts using the percentage-of-completion method of accounting, which involves calculating the percentage of services provided during the reporting period compared with the total estimated services to be provided over the duration of the contract. Our contracts for technology integration consulting services generally span six months to two years. Estimated revenues used in applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenues and costs are continuously monitored during the term of the contract, and recorded revenues and estimated costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenues and income and are reflected in the Consolidated Financial Statements in the periods in which they are first identified. If our estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the amount by which the estimated total direct and indirect costs of the contract exceed the estimated total revenues that will be generated by the contract and are included in Cost of services and classified in Other accrued liabilities.

Revenues from contracts for non-technology integration consulting services with fees based on time and materials or cost-plus are recognized as the services are performed and amounts are earned. We consider amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectibility is reasonably assured. In such contracts, our efforts, measured by time incurred, typically are provided in less than a year and represent the contractual milestones or output measure, which is the contractual earnings pattern. For non-technology integration consulting contracts with fixed fees, we recognize revenues as amounts become billable in accordance with contract terms, provided the billable amounts are not contingent, are consistent with the services delivered and are earned. Contingent or incentive revenues relating to non-technology integration consulting contracts are recognized when the contingency is satisfied and we conclude the amounts are earned.

Outsourcing contracts typically span several years and involve complex delivery, often through multiple workforces in different countries. In a number of these arrangements, we hire client employees and become responsible for certain client obligations. Revenues are recognized on outsourcing contracts as amounts become billable in accordance with contract terms, unless the amounts are billed in advance of performance of services, in which case revenues are recognized when the services are performed and amounts are earned. Revenues from time-and-materials or cost-plus contracts are recognized as the services are performed. In such contracts, our effort, measured by time incurred, represents the contractual milestones or output measure, which is the contractual earnings pattern. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from fixed-price contracts are recognized on a straight-line basis, unless revenues are earned and obligations are fulfilled in a different pattern. Outsourcing contracts can also include incentive payments for benefits delivered to clients. Revenues relating to such incentive payments are recorded when the contingency is satisfied and we conclude the amounts are earned. We continuously review and reassess our estimates of contract profitability. Circumstances that potentially affect profitability over the life of the contract include decreases in volumes of transactions or other inputs/outputs on which we are paid, failure to deliver agreed benefits, variances from planned internal/external costs to deliver our services and other factors affecting revenues and costs.

Costs related to delivering outsourcing services are expensed as incurred, with the exception of certain transition costs related to the set-up of processes, personnel and systems, which are deferred during the transition period and expensed evenly over the period outsourcing services are provided. The deferred costs are specific internal costs or incremental external costs directly related to transition or set-up activities necessary to enable the outsourced services. Generally, deferred amounts are protected in the event of early termination of the contract and are monitored regularly for impairment. Impairment losses are recorded when projected remaining undiscounted operating cash flows of the related contract are not sufficient to recover the carrying amount of contract assets. Amounts billable to the client for transition or set-up activities are deferred and recognized as revenue evenly over the period outsourcing services are provided. Contract acquisition and origination costs are expensed as incurred.

We enter into contracts that may consist of multiple deliverables. These contracts may include any combination of technology integration consulting services, non-technology integration consulting services or outsourcing services described above. Revenues for contracts with multiple deliverables are allocated based on the lesser of the element's relative selling price or the amount that is not contingent on future delivery of another deliverable. The selling price of each deliverable is determined by obtaining third party evidence of the selling price for the deliverable and is based on the price we charge when largely similar services are sold on a standalone basis to similarly situated customers. If the amount of non-contingent revenues allocated to a deliverable accounted for under the percentage-of-completion method of accounting is less than the costs to deliver such services, then such costs are deferred and recognized in future periods when the revenues become non-contingent. Revenues are recognized in accordance with our accounting policies for the separate deliverables when the services have value on a stand-alone basis, selling price of the separate deliverables exists and, in arrangements that include a general right of refund relative to the completed deliverable, performance of the in-process deliverable is considered probable and substantially in our control. While determining fair value and identifying separate deliverables require judgment, generally fair value and the separate deliverables are readily identifiable as we also sell those deliverables unaccompanied by other deliverables.

Revenues recognized in excess of billings are recorded as Unbilled services. Billings in excess of revenues recognized are recorded as Deferred revenues until revenue recognition criteria are met. Client prepayments (even if nonrefundable) are deferred and recognized over future periods as services are delivered or performed.

Our consulting revenues are affected by the number of work days in a fiscal quarter, which in turn is affected by the level of vacation days and holidays. Consequently, since our first and third quarters typically have approximately 5-10% more work days than our second and fourth quarters, our consulting revenues are typically higher in our first and third quarters than in our second and fourth quarters.

Net revenues include the margin earned on computer hardware, software and related services resale contracts, as well as revenues from alliance agreements, neither of which is material to us. Reimbursements include billings for travel and other out-of-pocket expenses and third-party costs, such as the cost of hardware, software and related services resales. In addition, Reimbursements include allocations from gross billings to record an amount equivalent to reimbursable costs, where billings do not specifically identify reimbursable expenses. We report revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Income Taxes

On December 22, 2017, the U.S. enacted the Tax Cuts and Jobs Act (the "Tax Act"), which significantly changed U.S. tax law. The Tax Act lowered the U.S. statutory federal income tax rate from 35% to 21%, effective January 1, 2018, resulting in a blended U.S. statutory federal income tax rate of 25.7% for our fiscal year ended August 31, 2018. The Tax Act could modestly impact our ongoing effective tax rate by imposing taxes on our intercompany transactions and limiting our ability to deduct certain expenses.

Due to the recent enactment and the complexity involved in applying the provisions of the Tax Act, we had previously recorded provisional amounts in our financial statements. In the three months ended February 28, 2018, we recognized a provisional tax expense of \$136,724 primarily to remeasure our net deferred tax assets at the new, lower rates. In the three months ended May 31, 2018, we recorded an adjustment of \$40,927 to our provisional tax expense resulting from our continued analysis of the Tax Act. While we now consider our analysis of these items under the Tax Act to be complete, we have not yet made an accounting policy election to consider the taxes on our intercompany transactions in determining the amount of our valuation allowance. The election may materially impact our provision for income taxes and effective tax rate in the period in which the election is made.

Determining the consolidated provision for income tax expense, income tax liabilities and deferred tax assets and liabilities involves judgment. Deferred tax assets and liabilities, measured using enacted tax rates, are recognized for the future tax consequences of temporary differences between the tax and financial statement bases of assets and liabilities. As a global company, we calculate and provide for income taxes in each of the tax jurisdictions in which we operate. This involves estimating current tax exposures in each jurisdiction as well as making judgments regarding the recoverability of deferred tax assets. Tax exposures can involve complex issues and may require an extended period to resolve. In assessing the realizability of deferred tax assets, we consider whether it is more likely than not that some portion or all of the deferred tax assets will not be realized and adjust the valuation allowances accordingly. Factors considered in making this determination include the period of expiration of the tax asset, planned use of the tax asset, tax planning strategies and historical and projected taxable income as well as tax liabilities for the tax jurisdiction in which the tax asset is located. Valuation allowances will be subject to change in each future reporting period as a result of changes in one or more of these factors. Changes in the geographic mix or estimated level of annual income before taxes can affect the overall effective tax rate.

We apply an estimated annual effective tax rate to our quarterly operating results to determine the interim provision for income tax expense. A change in judgment that impacts the measurement of a tax position taken in a prior year is recognized as a discrete item in the interim period in which the change occurs. In the event there is a significant unusual or infrequent item recognized in our quarterly operating results, the tax attributable to that item is recorded in the interim period in which it occurs.

No taxes have been provided on undistributed foreign earnings that are planned to be indefinitely reinvested. If future events, including material changes in estimates of cash, working capital and long-term investment requirements, necessitate that these earnings be distributed, an additional provision for taxes may apply, which could materially affect our future effective tax rate. We currently do not foresee any event that would require us to distribute any remaining undistributed earnings. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

As a matter of course, we are regularly audited by various taxing authorities, and sometimes these audits result in proposed assessments where the ultimate resolution may result in us owing additional taxes. We establish tax liabilities or reduce tax assets when, despite our belief that our tax return positions are appropriate and supportable under local tax law, we believe we may not succeed in realizing the tax benefit of certain positions if challenged. In evaluating a tax position, we determine whether it is more likely than not that the position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. Our estimate of the ultimate tax liability contains assumptions based on past experiences, judgments about potential actions by taxing jurisdictions as well as judgments about the likely outcome of issues that have been raised by taxing jurisdictions. The tax position is measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon settlement. We evaluate tax positions each quarter and adjust the related tax liabilities or assets in light of changing facts and circumstances, such as the progress of a tax audit or the expiration of a statute of limitations. We believe the estimates and assumptions used to support our evaluation of tax positions are reasonable. However, final determinations of prior-year tax liabilities, either by settlement with tax authorities or expiration of statutes of limitations, could be materially different from estimates reflected in assets and liabilities and historical income tax provisions. The outcome of these final determinations could have a material effect on our income tax provision, net income, or cash flows in the period in which that determination is made. We believe our tax positions comply with applicable tax law and that we have adequately accounted for these positions.

Revenues by Segment/Operating Group

Our five reportable operating segments are our operating groups, which are Communications, Media & Technology; Financial Services; Health & Public Service; Products; and Resources. In addition to reporting net revenues by operating group, we also report net revenues by two types of work: consulting and outsourcing, which represent the services sold by our operating groups. Consulting net revenues, which include strategy, management and technology consulting and systems integration, reflect a finite, distinct project or set of projects with a defined outcome and typically a defined set of specific deliverables. Outsourcing net revenues typically reflect ongoing, repeatable services or capabilities provided to transition, run and/or manage operations of client systems or business functions.

From time to time, our operating groups work together to sell and implement certain contracts. The resulting revenues and costs from these contracts may be apportioned among the participating operating groups. Generally, operating expenses for each operating group have similar characteristics and are subject to the same factors, pressures and challenges. However, the economic environment and its effects on the industries served by our operating groups affect revenues and operating expenses within our operating groups to differing degrees. The mix between consulting and outsourcing is not uniform among our operating groups. Local currency fluctuations also tend to affect our operating groups differently, depending on the geographic concentrations and locations of their businesses.

While we provide discussion about our results of operations below, we cannot measure how much of our revenue growth in a particular period is attributable to changes in price or volume. Management does not track standard measures of unit or rate volume. Instead, our measures of volume and price are extremely complex, as each of our services contracts is unique, reflecting a customized mix of specific services that does not fit into standard comparability measurements. Revenue for our services is a function of the nature of each service to be provided, the skills required and the outcome sought, as well as estimated cost, risk, contract terms and other factors.

Results of Operations for Fiscal 2018 Compared to Fiscal 2017

Net revenues (by operating group, geographic region and type of work) and reimbursements were as follows:

	Fiscal		Percent Increase U.S. Dollars	Percent Increase Local Currency	Percent of Total Net Revenues for Fiscal	
	2018	2017			2018	2017
	(in millions of U.S. dollars)					
OPERATING GROUPS						
Communications, Media & Technology	\$ 8,031	\$ 6,885	17%	14%	20%	20%
Financial Services	8,238	7,394	11	7	21	21
Health & Public Service	6,688	6,178	8	7	17	18
Products	10,854	9,500	14	11	28	27
Resources	5,657	4,847	17	13	14	14
Other	105	46	n/m	n/m	—	—
TOTAL NET REVENUES	39,573	34,850	13.5%	10.5%	100%	100%
Reimbursements	2,030	1,915	6			
TOTAL REVENUES	\$ 41,603	\$ 36,765	13%			
GEOGRAPHIC REGIONS (1)						
North America	\$ 17,849	\$ 16,291	10%	9%	45%	47%
Europe	14,112	12,002	18	9	36	34
Growth Markets	7,613	6,557	16	16	19	19
TOTAL NET REVENUES	\$ 39,573	\$ 34,850	13.5%	10.5%	100%	100%
TYPE OF WORK						
Consulting	\$ 21,574	\$ 18,754	15%	12%	55%	54%
Outsourcing	17,999	16,096	12	9	45	46
TOTAL NET REVENUES	\$ 39,573	\$ 34,850	13.5%	10.5%	100%	100%

n/m = not meaningful

Amounts in table may not total due to rounding.

(1) Effective September 1, 2017, we revised the reporting of our geographic regions as follows: North America (the United States and Canada), Europe and Growth Markets (Asia Pacific, Latin America, Africa and the Middle East). Four countries, including Russia, were previously in Growth Markets, but are now included in Europe. Prior period amounts have been reclassified to conform to the current period presentation.

Our business in the United States represented 43% , 45% and 46% of our consolidated net revenues during fiscal 2018 , 2017 and 2016 , respectively. No other country individually comprised 10% or more of our consolidated net revenues during these periods.

Net Revenues

The following net revenues commentary discusses local currency net revenue changes for fiscal 2018 compared to fiscal 2017 :

Operating Groups

- Communications, Media & Technology net revenues increased 14% in local currency, driven by growth across all geographic regions in Software & Platforms and Communications & Media, led by Software & Platforms in North America.
- Financial Services net revenues increased 7% in local currency, driven by growth across all industry groups and geographic regions, led by Banking & Capital Markets in Europe and Growth Markets.
- Health & Public Service net revenues increased 7% in local currency, driven by growth in Public Service across all geographic regions and Health in North America.
- Products net revenues increased 11% in local currency, driven by growth across all geographic regions, in Consumer Goods, Retail & Travel Services and Industrial.

- Resources net revenues increased 13% in local currency, driven by growth across all industry groups and geographic regions led by Chemicals & Natural Resources and Energy.

Geographic Regions

- North America net revenues increased 9% in local currency, driven by the United States.
- Europe net revenues increased 9% in local currency, driven by Germany, Italy, France, Ireland and Spain.
- Growth Markets net revenues increased 16% in local currency, led by Japan, as well as Australia, Brazil, and Singapore.

Operating Expenses

Operating expenses for fiscal 2018 increased \$3,630 million , or 11% , over fiscal 2017 , and decreased as a percentage of revenues to 86.0% from 87.4% during this period . Operating expenses before reimbursable expenses for fiscal 2018 increased \$3,515 million , or 12% , over fiscal 2017 , and decreased as a percentage of net revenues to 85.2% from 86.7% during this period.

Cost of Services

Cost of services for fiscal 2018 increased \$3,426 million , or 13% , over fiscal 2017 , and increased as a percentage of revenues to 70.1% from 70.0% during this period. Cost of services before reimbursable expenses for fiscal 2018 increased \$3,311 million , or 14% , over fiscal 2017 , and increased as a percentage of net revenues to 68.6% from 68.3% during this period. Gross margin for fiscal 2018 decreased to 31.4% from 31.7% in fiscal 2017 . The decrease in gross margin for fiscal 2018 was principally due to higher labor costs compared to fiscal 2017, partially offset by other cost efficiencies in fiscal 2018.

Sales and Marketing

Sales and marketing expense for fiscal 2018 increased \$444 million , or 12% , over fiscal 2017 , and decreased as a percentage of net revenues to 10.6% from 10.8% during this period.

General and Administrative Costs

General and administrative costs for fiscal 2018 increased \$270 million , or 13% , over fiscal 2017 , and remained flat as a percentage of net revenues at 6.1% during this period.

Pension Settlement Charge

We recorded a pension settlement charge of \$510 million during fiscal 2017 as a result of the termination of our U.S. pension plan. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Income and Operating Margin

Operating income for fiscal 2018 increased \$1,208 million , or 26% , over fiscal 2017 . The pension settlement charge decreased operating margin in fiscal 2017 by 150 basis points. Excluding the effect of this charge, operating margin for fiscal 2018 was 14.8% , flat with fiscal 2017 .

Operating income and operating margin for each of the operating groups were as follows:

	Fiscal				Increase (Decrease)
	2018		2017		
	Operating Income	Operating Margin	Operating Income	Operating Margin	
	(in millions of U.S. dollars)				
Communications, Media & Technology	\$ 1,368	17%	\$ 1,049	15%	\$ 319
Financial Services	1,353	16	1,207	16	145
Health & Public Service	756	11	773	13	(17)
Products	1,650	15	1,559	16	91
Resources	715	13	555	11	160
Pension Settlement Charge (1)	—	—	(510)	—	510
Operating Income (GAAP)	\$ 5,841	14.8%	\$ 4,633	13.3%	\$ 1,208
Pension Settlement Charge (1)	—		510		(510)
Adjusted Operating Income (non-GAAP)	\$ 5,841	14.8%	\$ 5,142	14.8%	\$ 699

Amounts in table may not total due to rounding.

(1) Represents the pension settlement charge related to the termination of our U.S. pension plan.

We estimate that the aggregate percentage impact of foreign currency exchange rates on our operating income during fiscal 2018 was similar to that disclosed for net revenue. The commentary below provides insight into other factors affecting operating group performance and operating margin for fiscal 2018 compared with fiscal 2017 :

- Communications, Media & Technology operating income increased primarily due to revenue growth and higher contract profitability.
- Financial Services operating income increased primarily due to consulting revenue growth.
- Health & Public Service operating income decreased primarily due to lower consulting contract profitability.
- Products operating income increased primarily due to revenue growth, partially offset by lower consulting contract profitability.
- Resources operating income increased primarily due to revenue growth.

Other Income (Expense), net

Other income (expense), net primarily consists of foreign currency gains and losses as well as gains and losses associated with our investments in privately held companies. During fiscal 2018 , other expense increased \$31 million over fiscal 2017 , primarily due to higher net foreign exchange losses.

Provision for Income Taxes

The effective tax rate for fiscal 2018 was 27.4% , compared with 21.3% for fiscal 2017 . In fiscal 2018 , we recorded a \$258 million charge associated with tax law changes. Absent this charge, our effective tax rate for fiscal 2018 would have been 23.0% . Absent the pension settlement charge of \$510 million and related tax impact of \$198 million , the effective tax rate for fiscal 2017 would have been 23.0% . For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

In addition, as described in Note 1 (Summary of Significant Accounting Policies), beginning in fiscal 2019 we will recognize incremental income tax expense as a result of adoption of ASU 2016-16.

Net Income Attributable to Noncontrolling Interests

Net income attributable to noncontrolling interests reflects the income earned or expense incurred attributable to the equity interest that some current and former members of Accenture Leadership and their permitted transferees have in our Accenture Holdings plc and Accenture Canada Holdings Inc. subsidiaries. See "Business—Organizational

Structure.” Noncontrolling interests also includes amounts primarily attributable to noncontrolling shareholders in our Avanade Inc. subsidiary. Net income attributable to Accenture plc represents the income attributable to the shareholders of Accenture plc.

Net income attributable to noncontrolling interests for fiscal 2018 decreased \$35 million , or 18% , from fiscal 2017 , primarily due to the Accenture Holdings plc merger with and into Accenture plc on March 13, 2018, which decreased the non-controlling ownership percentage from 4% held by Accenture Holdings plc and Accenture Canada Holdings Inc. to less than 1% held by only Accenture Canada Holdings Inc. For additional information on the merger, see Note 1 (Summary of Significant Accounting Policies) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.” .

Earnings Per Share

Diluted earnings per share were \$6.34 for fiscal 2018 , compared with \$5.44 for fiscal 2017 . The \$0.90 increase in our diluted earnings per share included the impact of the tax law changes, which decreased diluted earnings per share for fiscal 2018 by \$0.40 . The impact of the pension settlement charge, net of taxes, decreased diluted earnings per share for fiscal 2017 by \$0.47 . Excluding these impacts, diluted earnings per share would have been \$6.74 and \$5.91 for fiscal 2018 and 2017 , respectively, an increase of \$0.83 . This increase was due to increases of \$0.82 from higher revenues and operating results and \$0.05 from lower weighted average shares outstanding , partially offset by decreases of \$0.02 from lower non-operating income and \$0.02 from higher net income attributable to non-controlling interest. For information regarding our earnings per share calculations, see Note 2 (Earnings Per Share) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

Results of Operations for Fiscal 2017 Compared to Fiscal 2016

Net revenues (by operating group, geographic region and type of work) and reimbursements were as follows:

	Fiscal		Percent Increase U.S. Dollars	Percent Increase Local Currency	Percent of Total Net Revenues for Fiscal	
	2017	2016			2017	2016
	(in millions of U.S. dollars)					
OPERATING GROUPS						
Communications, Media & Technology	\$ 6,885	\$ 6,616	4%	4%	20%	20%
Financial Services	7,394	7,031	5	7	21	21
Health & Public Service	6,178	5,987	3	3	18	18
Products	9,500	8,395	13	14	27	26
Resources	4,847	4,839	—	1	14	15
Other	46	15	n/m	n/m	—	—
TOTAL NET REVENUES	34,850	32,883	6%	7%	100%	100%
Reimbursements	1,915	1,915	—			
TOTAL REVENUES	\$ 36,765	\$ 34,798	6%			
GEOGRAPHIC REGIONS (1)						
North America	\$ 16,291	\$ 15,653	4%	4%	47%	48%
Europe	12,002	11,512	4	8	34	35
Growth Markets	6,557	5,717	15	12	19	17
TOTAL NET REVENUES	\$ 34,850	\$ 32,883	6%	7%	100%	100%
TYPE OF WORK						
Consulting	\$ 18,754	\$ 17,868	5%	6%	54%	54%
Outsourcing	16,096	15,015	7	8	46	46
TOTAL NET REVENUES	\$ 34,850	\$ 32,883	6%	7%	100%	100%

n/m = not meaningful

Amounts in table may not total due to rounding.

- (1) Effective September 1, 2017, we revised the reporting of our geographic regions as follows: North America (the United States and Canada), Europe and Growth Markets (Asia Pacific, Latin America, Africa and the Middle East). Four countries, including Russia, were previously in Growth Markets, but are now included in Europe. Prior period amounts have been reclassified to conform to the current period presentation.

Net Revenues

The following net revenues commentary discusses local currency net revenue changes for fiscal 2017 compared to fiscal 2016 :

Operating Groups

- Communications, Media & Technology net revenues increased 4% in local currency, led by Software & Platforms in North America, as well as growth across all industry groups in Growth Markets. This growth was partially offset by a decline in Communications & Media in Europe, as disruptions in the market continue to impact demand.
- Financial Services net revenues increased 7% in local currency, led by Banking & Capital Markets in Europe and Growth Markets.
- Health & Public Service net revenues increased 3% in local currency, driven by Public Service in Growth Markets and Europe.
- Products net revenues increased 14% in local currency, driven by very strong growth across all industry groups and geographic regions, led by Consumer Goods, Retail & Travel Services, as well as Life Sciences in North America and Industrial in Europe.

- Resources net revenues increased 1% in local currency, led by Utilities in Europe, partially offset by declines in Energy across all geographic regions.

Geographic Regions

- North America net revenues increased 4% in local currency, driven by the United States.
- Europe net revenues increased 8% in local currency, led by the United Kingdom and Germany, as well as France, Spain and Switzerland.
- Growth Markets net revenues increased 12% in local currency, led by Japan, as well as Australia, Singapore and China.

Operating Expenses

Operating expenses for fiscal 2017 increased \$2,146 million, or 7%, over fiscal 2016, and increased as a percentage of revenues to 87.4% from 86.2% during this period. Operating expenses before reimbursable expenses for fiscal 2017 increased \$2,145 million, or 8%, over fiscal 2016, and increased as a percentage of net revenues to 86.7% from 85.4% during this period.

Cost of Services

Cost of services for fiscal 2017 increased \$1,215 million, or 5%, over fiscal 2016, and decreased as a percentage of revenues to 70.0% from 70.5% during this period. Cost of services before reimbursable expenses for fiscal 2017 increased \$1,214 million, or 5%, over fiscal 2016, and decreased as a percentage of net revenues to 68.3% from 68.7% during this period. Gross margin for fiscal 2017 increased to 31.7% from 31.3% in fiscal 2016. The increase in gross margin for fiscal 2017 was principally due to lower labor costs as a percentage of net revenues, compared to fiscal 2016.

Sales and Marketing

Sales and marketing expense for fiscal 2017 increased \$174 million, or 5%, over fiscal 2016, and decreased as a percentage of net revenues to 10.8% from 10.9% during this period.

General and Administrative Costs

General and administrative costs for fiscal 2017 increased \$247 million, or 13%, over fiscal 2016, and increased as a percentage of net revenues to 6.1% from 5.7% during this period. The increase as a percentage of net revenues was principally due to higher technology and facilities costs, as well as higher acquisition-related costs.

Pension Settlement Charge

We recorded a pension settlement charge of \$510 million during fiscal 2017 as a result of the termination of our U.S. pension plan. For additional information, see Note 10 (Retirement and Profit Sharing Plans) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Income and Operating Margin

Operating income for fiscal 2017 decreased \$178 million, or 4%, from fiscal 2016. The pension settlement charge decreased operating margin by 150 basis points. Excluding the effect of this charge, operating margin for fiscal 2017 increased 20 basis points compared with fiscal 2016.

Operating income and operating margin for each of the operating groups were as follows:

	Fiscal				Increase (Decrease)
	2017		2016		
	Operating Income	Operating Margin	Operating Income	Operating Margin	
	(in millions of U.S. dollars)				
Communications, Media & Technology	\$ 1,049	15%	\$ 966	15%	\$ 83
Financial Services	1,207	16	1,128	16	80
Health & Public Service	773	13	807	13	(34)
Products	1,559	16	1,282	15	276
Resources	555	11	628	13	(73)
Pension Settlement Charge (1)	(510)	—	—	—	(510)
Operating Income (GAAP)	\$ 4,633	13.3%	\$ 4,810	14.6%	\$ (178)
Pension Settlement Charge (1)	510		—		510
Adjusted Operating Income (non-GAAP)	\$ 5,142	14.8%	\$ 4,810	14.6%	\$ 332

Amounts in table may not total due to rounding.

(1) Represents pension settlement charge related to the termination of our U.S. pension plan.

We estimate that the aggregate percentage impact of foreign currency exchange rates on our operating income during fiscal 2017 was similar to that disclosed for net revenue. In addition, during fiscal 2017, each operating group experienced higher costs associated with acquisition activity. The commentary below provides insight into other factors affecting operating group performance and operating margin for fiscal 2017 compared with fiscal 2016:

- Communications, Media & Technology operating income increased primarily due to revenue growth.
- Financial Services operating income increased primarily due to revenue growth.
- Health & Public Service operating income decreased primarily due to lower outsourcing contract profitability and a decline in consulting revenues.
- Products operating income increased principally due to very strong revenue growth, as well as higher consulting contract profitability.
- Resources operating income decreased due to lower consulting contract profitability and a decline in consulting revenue.

Other Income (Expense), net

Other income (expense), net primarily consists of foreign currency gains and losses as well as gains and losses associated with our investments in privately held companies. During fiscal 2017, other expense decreased \$31 million from fiscal 2016, primarily due to lower net foreign exchange losses.

Gain (Loss) on Sale of Businesses

We recorded a gain from the Navitaire divestiture of \$548 million and a gain from the Duck Creek partial divestiture of \$301 million during fiscal 2016. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Provision for Income Taxes

The effective tax rate for fiscal 2017 was 21.3%, compared with 22.4% for fiscal 2016. Absent the pension settlement charge of \$510 million and related tax impact of \$198 million, the effective tax rate for fiscal 2017 would have been 23.0%. Absent the gain on sale of businesses of \$849 million and related tax impact of \$104 million, the effective tax rate for fiscal 2016 would have been 24.2%. The effective tax rate for fiscal 2017 benefited from the final determination of prior-year U.S. taxes, other adjustments to prior year tax liabilities, and the recognition of excess tax benefits from share based payments as a result of our adoption of ASU No. 2016-09. This was partially offset by a net increase to prior-year non-U.S. tax liabilities, primarily related to a final assessment of prior-year taxes in Switzerland. The fiscal 2016 effective tax rate also benefited from the final determination of prior-year U.S. taxes.

Net Income Attributable to Noncontrolling Interests

Net income attributable to noncontrolling interests reflects the income earned or expense incurred attributable to the equity interest that some current and former members of Accenture Leadership and their permitted transferees have in Accenture Canada Holdings Inc., and prior to March 13, 2018, Accenture Holdings plc. See "Business—Organizational Structure and History." Net income attributable to Accenture plc represents the income attributable to the shareholders of Accenture plc. Noncontrolling interests also includes amounts primarily attributable to noncontrolling shareholders in our Avanade Inc. subsidiary.

Net income attributable to noncontrolling interests for fiscal 2017 decreased \$48 million, or 20%, from fiscal 2016. The decrease was due to lower net income of \$715 million, primarily driven by the pension settlement charge recorded during fiscal 2017 as well as the gain on sale of businesses recorded during fiscal 2016.

Earnings Per Share

Diluted earnings per share were \$5.44 for fiscal 2017, compared with \$6.45 for fiscal 2016. The \$1.01 decrease in our diluted earnings per share included both the impact of the pension settlement charge, net of taxes, which decreased diluted earnings per share for fiscal 2017 by \$0.47 and the impact of the gain on sale of businesses, net of taxes, which increased diluted earnings per share for fiscal 2016 by \$1.11. Excluding these impacts, diluted earnings per share would have been \$5.91 and \$5.34 for fiscal 2017 and 2016, respectively, an increase of \$0.57 due to increases of \$0.38 from higher revenues and operating results, \$0.09 from a lower effective tax rate, \$0.06 from lower weighted average shares outstanding and \$0.04 from lower non-operating expense. For information regarding our earnings per share calculations, see Note 2 (Earnings Per Share) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Liquidity and Capital Resources

Our primary sources of liquidity are cash flows from operations, available cash reserves and debt capacity available under various credit facilities. In the fourth quarter of fiscal 2017, we entered into agreements that will allow us to establish a commercial paper program for short-term borrowings of up to \$1.0 billion, backed by our syndicated loan facility. In addition, we could raise additional funds through other public or private debt or equity financings. We may use our available or additional funds to, among other things:

- facilitate purchases, redemptions and exchanges of shares and pay dividends;
- acquire complementary businesses or technologies;
- take advantage of opportunities, including more rapid expansion; or
- develop new services and solutions.

As of August 31, 2018, Cash and cash equivalents were \$5.1 billion, compared with \$4.1 billion as of August 31, 2017.

Cash flows from operating, investing and financing activities, as reflected in our Consolidated Cash Flows Statements, are summarized in the following table:

	Fiscal			2018 to 2017 Change
	2018	2017	2016	
	(in millions of U.S. dollars)			
Net cash provided by (used in):				
Operating activities	\$ 6,027	\$ 4,973	\$ 4,667	\$ 1,054
Investing activities	(1,250)	(2,234)	(610)	984
Financing activities	(3,709)	(3,560)	(3,489)	(149)
Effect of exchange rate changes on cash and cash equivalents	(134)	42	(23)	(176)
Net increase (decrease) in cash and cash equivalents	\$ 934	\$ (779)	\$ 545	\$ 1,713

Operating activities: The \$1,054 million year-over-year increase in operating cash flow was due to higher net income and lower tax disbursements, as well as changes in operating assets and liabilities, including lower spending on certain compensation payments.

Investing activities: Cash used in investing activities decreased \$984 million due to lower spending on business acquisitions and investments, partially offset by higher spending on property and equipment. For additional information, see Note 5 (Business Combinations and Divestitures) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Financing activities: The \$149 million increase in cash used was primarily due to an increase in cash dividends paid as well as the purchase of additional interests in consolidated subsidiaries. For additional information, see Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

We believe that our current and longer-term working capital, investments and other general corporate funding requirements will be satisfied for the next twelve months and thereafter through cash flows from operations and, to the extent necessary, from our borrowing facilities and future financial market activities.

Substantially all of our cash is held in jurisdictions where there are no regulatory restrictions or material tax effects on the free flow of funds. In addition, domestic cash inflows for our Irish parent, principally dividend distributions from lower-tier subsidiaries, have been sufficient to meet our historic cash requirements, and we expect this to continue into the future.

Borrowing Facilities

See Note 8 (Borrowings and Indebtedness) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Share Purchases and Redemptions

We intend to continue to use a significant portion of cash generated from operations for share repurchases during fiscal 2019. The number of shares ultimately repurchased under our open-market share purchase program may vary depending on numerous factors, including, without limitation, share price and other market conditions, our ongoing

capital allocation planning, the levels of cash and debt balances, other demands for cash, such as acquisition activity, general economic and/or business conditions, and board and management discretion. Additionally, as these factors may change over the course of the year, the amount of share repurchase activity during any particular period cannot be predicted and may fluctuate from time to time. Share repurchases may be made from time to time through open-market purchases, in respect of purchases and redemptions of Accenture Canada Holdings Inc. exchangeable shares, through the use of Rule 10b5-1 plans and/or by other means. The repurchase program may be accelerated, suspended, delayed or discontinued at any time, without notice. For additional information, see Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Subsequent Events

See Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Obligations and Commitments

As of August 31, 2018, we had the following obligations and commitments to make future payments under contracts, contractual obligations and commercial commitments:

Contractual Cash Obligations (1)	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(in millions of U.S. dollars)				
Long-term debt	\$ 25	\$ 5	\$ 9	\$ 11	\$ —
Operating leases	3,651	598	1,018	750	1,286
Retirement obligations (2)	100	11	22	20	47
Purchase obligations and other commitments (3)	184	64	97	23	—
Total	\$ 3,960	\$ 678	\$ 1,146	\$ 804	\$ 1,333

Amounts in table may not total due to rounding.

- (1) The liability related to unrecognized tax benefits has been excluded from the contractual obligations table because a reasonable estimate of the timing and amount of cash outflows from future tax settlements cannot be determined. For additional information, see Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."
- (2) Amounts represent projected payments under certain unfunded retirement plans for former pre-incorporation partners. Given these plans are unfunded, we pay these benefits directly. These plans were eliminated for active partners after May 15, 2001.
- (3) Other commitments include, among other things, information technology, software support and maintenance obligations, as well as other obligations in the ordinary course of business that we cannot cancel or where we would be required to pay a termination fee in the event of cancellation. Amounts shown do not include recourse that we may have to recover termination fees or penalties from clients.

Off-Balance Sheet Arrangements

In the normal course of business and in conjunction with some client engagements, we have entered into contractual arrangements through which we may be obligated to indemnify clients with respect to certain matters. To date, we have not been required to make any significant payment under any of these arrangements. For further discussion of these transactions, see Note 15 (Commitments and Contingencies) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

New Accounting Pronouncements

See Note 1 (Summary of Significant Accounting Policies) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

All of our market risk sensitive instruments were entered into for purposes other than trading.

Foreign Currency Risk

We are exposed to foreign currency risk in the ordinary course of business. We hedge material cash flow exposures when feasible using forward contracts. These instruments are subject to fluctuations in foreign currency exchange rates and credit risk. Credit risk is managed through careful selection and ongoing evaluation of the financial institutions utilized as counterparties.

Certain of these hedge positions are undesignated hedges of balance sheet exposures such as intercompany loans and typically have maturities of less than one year. These hedges—primarily U.S. dollar/U.K. pound, U.S. dollar/Japanese yen, U.S. dollar/Euro, U.S. dollar/Indian rupee, U.S. dollar/Swiss franc, U.S. dollar/Australian dollar, U.S. dollar/Philippine peso and U.S. dollar/Swedish krona—are intended to offset remeasurement of the underlying assets and liabilities. Changes in the fair value of these derivatives are recorded in Other expense, net in the Consolidated Income Statement. Additionally, we have hedge positions that are designated cash flow hedges of certain intercompany charges relating to our global delivery model. These hedges—U.S. dollar/Indian rupee, U.S. dollar/Philippine peso, U.K. pound/Indian rupee, Euro/Indian rupee, Australian dollar/Indian rupee and Japanese yen/Chinese yuan, which typically have maturities not exceeding three years—are intended to partially offset the impact of foreign currency movements on future costs relating to our global delivery resources. For additional information, see Note 7 (Derivative Financial Instruments) to our Consolidated Financial Statements under Item 8, “Financial Statements and Supplementary Data.”

For designated cash flow hedges, gains and losses currently recorded in Accumulated other comprehensive loss are expected to be reclassified into earnings at the time when certain anticipated intercompany charges are accrued as Cost of services. As of August 31, 2018, it was anticipated that approximately \$21 million of net losses, net of tax, currently recorded in Accumulated other comprehensive loss will be reclassified into Cost of services within the next 12 months.

We use sensitivity analysis to determine the effects that market foreign currency exchange rate fluctuations may have on the fair value of our hedge portfolio. The sensitivity of the hedge portfolio is computed based on the market value of future cash flows as affected by changes in exchange rates. This sensitivity analysis represents the hypothetical changes in value of the hedge position and does not reflect the offsetting gain or loss on the underlying exposure. A 10% change in the levels of foreign currency exchange rates against the U.S. dollar (or other base currency of the hedge if not a U.S. dollar hedge) with all other variables held constant would have resulted in a change in the fair value of our hedge instruments of approximately \$483 million and \$494 million as of August 31, 2018 and 2017, respectively.

Interest Rate Risk

The interest rate risk associated with our borrowing and investing activities as of August 31, 2018 is not material in relation to our consolidated financial position, results of operations or cash flows. While we may do so in the future, we have not used derivative financial instruments to alter the interest rate characteristics of our investment holdings or debt instruments.

Other Market Risk

The privately held companies in which we invest are often in a start-up or development stage, which is inherently risky. The technologies or products these companies have under development are typically in the early stages and may never materialize, which could result in a loss of a substantial part of our investment in these companies. The evaluation of privately held companies is based on information that we request from these companies, which is not subject to the same disclosure regulations as U.S. publicly traded companies, and as such, the basis for these evaluations is subject to the timing and accuracy of the data received from these companies. We have minimal exposure on our long-term investments in privately held companies as these investments were not material in relation to our consolidated financial position, results of operations or cash flows as of August 31, 2018.

Equity Price Risk

The equity price risk associated with our marketable equity securities that are subject to market price volatility is not material in relation to our consolidated financial position, results of operations or cash flows.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See the Index to Consolidated Financial Statements and financial statements commencing on page F-1, which are incorporated herein by reference.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and our principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based on that evaluation, the principal executive officer and the principal financial officer of Accenture plc have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that:

- i. pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;
- ii. provide reasonable assurance that the transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of management and our Board of Directors; and
- iii. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate due to changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control—Integrated Framework (2013). Based on its evaluation, our management concluded that our internal control over financial reporting was effective as of the end of the fiscal year covered by this Annual Report on Form 10-K.

KPMG LLP, an independent registered public accounting firm, has audited the Consolidated Financial Statements included in this Annual Report on Form 10-K and, as part of their audit, has issued its attestation report, included herein, on the effectiveness of our internal control over financial reporting. See "Report of Independent Registered Public Accounting Firm" on page F-2.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting that occurred during the fourth quarter of fiscal 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

There have been no material changes to the procedures by which security holders may recommend nominees to our Board of Directors from those described in the proxy statement for our Annual General Meeting of Shareholders filed with the SEC on December 15, 2017.

Information about our executive officers is contained in the discussion entitled “Executive Officers of the Registrant” in Part I of this Form 10-K. The remaining information called for by Item 10 will be included in the sections captioned “Re-Appointment of Directors,” “Corporate Governance” and “Beneficial Ownership” included in the definitive proxy statement relating to the 2019 Annual General Meeting of Shareholders of Accenture plc to be held on February 1, 2019 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of our 2018 fiscal year covered by this Form 10-K.

ITEM 11. EXECUTIVE COMPENSATION

The information called for by Item 11 will be included in the sections captioned “Executive Compensation” and “Director Compensation” included in the definitive proxy statement relating to the 2019 Annual General Meeting of Shareholders of Accenture plc to be held on February 1, 2019 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of our 2018 fiscal year covered by this Form 10-K.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS

Securities Authorized for Issuance under Equity Compensation Plans

The following table sets forth, as of August 31, 2018, certain information related to our compensation plans under which Accenture plc Class A ordinary shares may be issued.

Plan Category	Number of Shares to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Shares Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in 1st Column)
Equity compensation plans approved by shareholders:			
2001 Share Incentive Plan	89,613 (1)	\$ 35.6484	—
Amended and Restated 2010 Share Incentive Plan	19,599,715 (2)	48.1050	24,266,070
Amended and Restated 2010 Employee Share Purchase Plan	—	N/A	35,888,092
Equity compensation plans not approved by shareholders			
	—	N/A	—
Total	19,689,328		60,154,162

(1) Consists of 81,090 restricted share units and 8,523 stock options.

(2) Consists of 19,595,964 restricted share units and 3,751 stock options.

The remaining information called for by Item 12 will be included in the section captioned “Beneficial Ownership” included in the definitive proxy statement relating to the 2019 Annual General Meeting of Shareholders of Accenture plc to be held on February 1, 2019 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of our 2018 fiscal year covered by this Form 10-K.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information called for by Item 13 will be included in the section captioned "Corporate Governance" included in the definitive proxy statement relating to the 2019 Annual General Meeting of Shareholders of Accenture plc to be held on February 1, 2019 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of our 2018 fiscal year covered by this Form 10-K.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information called for by Item 14 will be included in the section captioned "Audit" included in the definitive proxy statement relating to the 2019 Annual General Meeting of Shareholders of Accenture plc to be held on February 1, 2019 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of our 2018 fiscal year covered by this Form 10-K.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) List of documents filed as part of this report:

1. Financial Statements as of August 31, 2018 and August 31, 2017 and for the three years ended August 31, 2018 —Included in Part II of this Form 10-K:
 - Consolidated Balance Sheets
 - Consolidated Income Statements
 - Consolidated Statements of Comprehensive Income
 - Consolidated Shareholders' Equity Statements
 - Consolidated Cash Flows Statements
 - Notes to Consolidated Financial Statements
2. Financial Statement Schedules:
 - None
3. Exhibit Index:

Exhibit Number	Exhibit
3.1	Amended and Restated Memorandum and Articles of Association of Accenture plc (incorporated by reference to Exhibit 3.1 to Accenture plc's 8-K filed on February 7, 2018 .)
3.2	Certificate of Incorporation of Accenture plc (incorporated by reference to Exhibit 3.2 to Accenture plc's 8-K12B filed on September 1, 2009 (the "8-K12B"))
10.1	Form of Voting Agreement, dated as of April 18, 2001, among Accenture Ltd and the covered persons party thereto as amended and restated as of February 3, 2005 (incorporated by reference to Exhibit 9.1 to the Accenture Ltd February 28, 2005 10-Q (File No. 001-16565))
10.2	Assumption Agreement of the Amended and Restated Voting Agreement, dated September 1, 2009 (incorporated by reference to Exhibit 10.4 to the 8-K12B .)
10.3*	Form of Non-Competition Agreement, dated as of April 18, 2001, among Accenture Ltd and certain employees (incorporated by reference to Exhibit 10.2 to the Accenture Ltd Registration Statement on Form S-1 (File No. 333-59194) filed on April 19, 2001 (the "April 19, 2001 Form S-1"))
10.4	Assumption and General Amendment Agreement between Accenture plc and Accenture Ltd, dated September 1, 2009 (incorporated by reference to Exhibit 10.1 to the 8-K12B .)
10.5*	2001 Share Incentive Plan (incorporated by reference to Exhibit 10.3 to the Accenture Ltd Registration Statement on Form S-1/A (File No. 333-59194) filed on July 12, 2001)
10.6*	Amended and Restated 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.1 to Accenture plc's 8-K filed on February 7, 2018 .)
10.7*	Amended and Restated 2010 Employee Share Purchase Plan (incorporated by reference to Exhibit 10.2 to Accenture plc's 8-K filed on February 3, 2016 .)
10.8	Form of Support Agreement, dated as of May 23, 2001, between Accenture Ltd and Accenture Canada Holdings Inc. (incorporated by reference to Exhibit 10.9 to the Accenture Ltd Registration Statement on Form S-1/A (the "July 2, 2001 Form S-1/A"))
10.9	First Supplemental Agreement to Support Agreement among Accenture plc, Accenture Ltd and Accenture Canada Holdings Inc., dated September 1, 2009 (incorporated by reference to Exhibit 10.2 to the 8-K12B .)
10.10*	Employment Agreement between Accenture SAS and Pierre Nanterme dated as of June 20, 2013 (incorporated by reference to Exhibit 10.2 to the May 31, 2013 10-Q .)
10.11*	Form of Employment Agreement of executive officers in the United States (incorporated by reference to Exhibit 10.3 to the February 28, 2013 10-Q .)
10.12*	Form of Employment Agreement of executive officers in the United Kingdom (incorporated by reference to Exhibit 10.16 to the August 31, 2013 10-K .)
10.13*	Form of Employment Agreement of executive officers in Singapore (incorporated by reference to Exhibit 10.17 to the August 31, 2015 10-K .)
10.14	Form of Articles of Association of Accenture Canada Holdings Inc. (incorporated by reference to Exhibit 10.11 to the July 2, 2001 Form S-1/A .)
10.15	Articles of Amendment to Articles of Association of Accenture Canada Holdings Inc. (incorporated by reference to Exhibit 10.21 to the August 31, 2013 10-K .)

10.16	Form of Exchange Trust Agreement by and between Accenture Ltd and Accenture Canada Holdings Inc. and CIBC Mellon Trust Company, made as of May 23, 2001 (incorporated by reference to Exhibit 10.12 to the July 2, 2001 Form S-1/A)
10.17	First Supplemental Agreement to Exchange Trust Agreement among Accenture plc, Accenture Ltd, Accenture Canada Holdings Inc. and Accenture Inc., dated September 1, 2009 (incorporated by reference to Exhibit 10.3 to the 8-K12B .)
10.18*	Form of Key Executive Performance-Based Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.2 to the February 28, 2017 10-Q .)
10.19*	Form of Key Executive Performance-Based Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.3 to the February 28, 2018 10-Q .)
10.20*	Form of Accenture Leadership Performance Equity Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.3 to the February 28, 2017 10-Q .)
10.21*	Form of Accenture Leadership Performance Equity Award Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.4 to the February 28, 2018 10-Q .)
10.22*	Form of Voluntary Equity Investment Program Matching Grant Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.4 to the February 28, 2017 10-Q .)
10.23*	Form of Voluntary Equity Investment Program Matching Grant Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.5 to the February 28, 2018 10-Q .)
10.24*	Form of CEO Discretionary Grant Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.6 to the February 28, 2018 10-Q .)
10.25*	Form of Director Restricted Share Unit Agreement pursuant to the Amended and Restated Accenture plc 2010 Share Incentive Plan (incorporated by reference to Exhibit 10.7 to the February 28, 2018 10-Q .)
10.26*	Accenture LLP Leadership Separation Benefits Plan (incorporated by reference to Exhibit 10.30 to the August 31, 2017 10-K .)
10.27*	Description of Global Annual Bonus Plan (incorporated by reference to Exhibit 10.31 to the August 31, 2017 10-K .)
10.28*	Form of Indemnification Agreement, between Accenture Inc. and the indemnitee party thereto (filed herewith)
21.1	Subsidiaries of the Registrant (filed herewith)
23.1	Consent of KPMG LLP (filed herewith)
23.2	Consent of KPMG LLP related to the Accenture plc 2010 Employee Share Purchase Plan (filed herewith)
24.1	Power of Attorney (included on the signature page hereto)
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
99.1	Amended and Restated Accenture plc 2010 Employee Share Purchase Plan Financial Statements (filed herewith)
101	The following financial information from Accenture plc's Annual Report on Form 10-K for the fiscal year ended August 31, 2018, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of August 31, 2018 and August 31, 2017, (ii) Consolidated Income Statements for the years ended August 31, 2018, 2017 and 2016, (iii) Consolidated Statements of Comprehensive Income for the years ended August 31, 2018, 2017 and 2016, (iv) Consolidated Shareholders' Equity Statement for the years ended August 31, 2018, 2017 and 2016, (v) Consolidated Cash Flows Statements for the years ended August 31, 2018, 2017 and 2016, and (vi) the Notes to Consolidated Financial Statements

(*) Indicates management contract or compensatory plan or arrangement.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

ITEM 16. FORM 10-K SUMMARY

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf on October 24, 2018 by the undersigned, thereunto duly authorized.

ACCENTURE PLC

By: /s/ P IERRE N ANTERME

Name: Pierre Nanterme

Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Pierre Nanterme, David P. Rowland and Joel Unruch, and each of them, as his or her true and lawful attorneys-in-fact and agents, with power to act with or without the others and with full power of substitution and resubstitution, to do any and all acts and things and to execute any and all instruments which said attorneys and agents and each of them may deem necessary or desirable to enable the registrant to comply with the U.S. Securities Exchange Act of 1934, as amended, and any rules, regulations and requirements of the U.S. Securities and Exchange Commission thereunder in connection with the registrant's Annual Report on Form 10-K for the fiscal year ended August 31, 2018 (the "Annual Report"), including specifically, but without limiting the generality of the foregoing, power and authority to sign the name of the registrant and the name of the undersigned, individually and in his or her capacity as a director or officer of the registrant, to the Annual Report as filed with the U.S. Securities and Exchange Commission, to any and all amendments thereto, and to any and all instruments or documents filed as part thereof or in connection therewith; and each of the undersigned hereby ratifies and confirms all that said attorneys and agents and each of them shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on October 24, 2018 by the following persons on behalf of the registrant and in the capacities indicated.

<u>Signature</u>	<u>Title</u>
<u>/s/ P IERRE N ANTERME</u> Pierre Nanterme	Chief Executive Officer, Chairman of the Board and Director (principal executive officer)
<u>/s/ D AVID P. R OWLAND</u> David P. Rowland	Chief Financial Officer (principal financial officer)
<u>/s/ R ICHARD P. C LARK</u> Richard P. Clark	Chief Accounting Officer (principal accounting officer)
<u>/s/ J AIME A RDILA</u> Jaime Ardila	Director
<u>/s/ C HARLES G IANCARLO</u> Charles Giancarlo	Director

/s/ H ERBERT H AINER

Director

Herbert Hainer

/s/ M ARJORIE M AGNER

Director

Marjorie Magner

/s/ N ANCY M C K INSTRY

Director

Nancy McKinstry

/s/ G ILLES C. P ÉLISSON

Director

Gilles C. Pélisson

/s/ P AULA A. P RICE

Director

Paula A. Price

/s/ V ENKATA S.M. R ENDUCHINTALA

Director

Venkata S.M. Renduchintala

/s/ A RUN S ARIN

Director

Arun Sarin

/s/ F RANK K. T ANG

Director

Frank K. Tang

/s/ T RACEY T. T RAVIS

Director

Tracey T. Travis

ACCENTURE PLC
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Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Accenture plc:

Opinions on the Consolidated Financial Statements and Internal Control Over Financial Reporting

We have audited the accompanying consolidated balance sheets of Accenture plc and its subsidiaries (the Company) as of August 31, 2018 and 2017, the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended August 31, 2018, and the related notes (collectively, the consolidated financial statements). We also have audited the Company's internal control over financial reporting as of August 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of August 31, 2018 and 2017, and the results of its operations and its cash flows for each of the years in the three-year period ended August 31, 2018, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of August 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Annual Report on Internal Control over Financial Reporting* appearing under Item 9A. Our responsibility is to express an opinion on the Company's consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

We have served as the Company's auditor since 2002.

/s/ KPMG LLP

Chicago, Illinois
October 24, 2018

ACCENTURE PLC
CONSOLIDATED BALANCE SHEETS
August 31, 2018 and 2017
(In thousands of U.S. dollars, except share and per share amounts)

	August 31, 2018	August 31, 2017
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 5,061,360	\$ 4,126,860
Short-term investments	3,192	3,011
Receivables from clients, net	4,996,454	4,569,214
Unbilled services, net	2,499,914	2,316,043
Other current assets	1,024,639	1,082,161
Total current assets	<u>13,585,559</u>	<u>12,097,289</u>
NON-CURRENT ASSETS:		
Unbilled services, net	23,036	40,938
Investments	215,532	211,610
Property and equipment, net	1,264,020	1,140,598
Goodwill	5,383,012	5,002,352
Deferred contract costs	705,124	755,871
Deferred income taxes, net	2,086,807	2,214,901
Other non-current assets	1,185,993	1,226,331
Total non-current assets	<u>10,863,524</u>	<u>10,592,601</u>
TOTAL ASSETS	<u>\$ 24,449,083</u>	<u>\$ 22,689,890</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt and bank borrowings	\$ 5,337	\$ 2,907
Accounts payable	1,348,802	1,525,065
Deferred revenues	2,837,682	2,669,520
Accrued payroll and related benefits	4,569,172	4,060,364
Income taxes payable	497,885	708,485
Other accrued liabilities	892,873	857,938
Total current liabilities	<u>10,151,751</u>	<u>9,824,279</u>
NON-CURRENT LIABILITIES:		
Long-term debt	19,676	22,163
Deferred revenues	618,124	663,248
Retirement obligation	1,410,656	1,408,759
Deferred income taxes, net	125,729	137,098
Income taxes payable	956,836	574,780
Other non-current liabilities	441,723	349,363
Total non-current liabilities	<u>3,572,744</u>	<u>3,155,411</u>
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Ordinary shares, par value 1.00 euros per share, 40,000 shares authorized and issued as of August 31, 2018 and August 31, 2017	57	57
Class A ordinary shares, par value \$0.0000225 per share, 20,000,000,000 shares authorized, 663,327,677 and 638,965,789 shares issued as of August 31, 2018 and August 31, 2017, respectively	15	14
Class X ordinary shares, par value \$0.0000225 per share, 1,000,000,000 shares authorized, 655,521 and 20,531,383 shares issued and outstanding as of August 31, 2018 and August 31, 2017, respectively	—	—
Restricted share units	1,234,623	1,095,026
Additional paid-in capital	4,870,764	3,516,399
Treasury shares, at cost: Ordinary, 40,000 shares as of August 31, 2018 and August 31, 2017; Class A ordinary, 24,293,199 and 23,408,811 shares as of August 31, 2018 and August 31, 2017, respectively	(2,116,948)	(1,649,090)
Retained earnings	7,952,413	7,081,855
Accumulated other comprehensive loss	(1,576,171)	(1,094,784)
Total Accenture plc shareholders' equity	<u>10,364,753</u>	<u>8,949,477</u>
Noncontrolling interests	359,835	760,723
Total shareholders' equity	<u>10,724,588</u>	<u>9,710,200</u>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u>\$ 24,449,083</u>	<u>\$ 22,689,890</u>

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED INCOME STATEMENTS
For the Years Ended August 31, 2018, 2017 and 2016
(In thousands of U.S. dollars, except share and per share amounts)

	2018	2017	2016
REVENUES:			
Revenues before reimbursements ("Net revenues")	\$ 39,573,450	\$ 34,850,182	\$ 32,882,723
Reimbursements	2,029,978	1,915,296	1,914,938
Revenues	41,603,428	36,765,478	34,797,661
OPERATING EXPENSES:			
Cost of services:			
Cost of services before reimbursable expenses	27,130,537	23,819,690	22,605,296
Reimbursable expenses	2,029,978	1,915,296	1,914,938
Cost of services	29,160,515	25,734,986	24,520,234
Sales and marketing	4,198,557	3,754,313	3,580,439
General and administrative costs	2,403,315	2,133,777	1,886,543
Pension settlement charge	—	509,793	—
Total operating expenses	35,762,387	32,132,869	29,987,216
OPERATING INCOME	5,841,041	4,632,609	4,810,445
Interest income	56,337	37,940	30,484
Interest expense	(19,539)	(15,545)	(16,258)
Other income (expense), net	(69,746)	(38,720)	(69,922)
Gain (loss) on sale of businesses	—	(252)	848,823
INCOME BEFORE INCOME TAXES	5,808,093	4,616,032	5,603,572
Provision for income taxes	1,593,499	981,100	1,253,969
NET INCOME	4,214,594	3,634,932	4,349,603
Net income attributable to noncontrolling interests in Accenture Holdings plc and Accenture Canada Holdings Inc.	(95,063)	(149,131)	(195,560)
Net income attributable to noncontrolling interests – other	(59,624)	(40,652)	(42,151)
NET INCOME ATTRIBUTABLE TO ACCENTURE PLC	\$ 4,059,907	\$ 3,445,149	\$ 4,111,892
Weighted average Class A ordinary shares:			
Basic	628,451,742	620,104,250	624,797,820
Diluted	655,296,150	660,463,227	667,770,274
Earnings per Class A ordinary share:			
Basic	\$ 6.46	\$ 5.56	\$ 6.58
Diluted	\$ 6.34	\$ 5.44	\$ 6.45
Cash dividends per share	\$ 2.66	\$ 2.42	\$ 2.20

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For the Years Ended August 31, 2018, 2017 and 2016
(In thousands of U.S. dollars)

	2018	2017	2016
NET INCOME	\$ 4,214,594	\$ 3,634,932	\$ 4,349,603
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX:			
Foreign currency translation	(305,225)	149,920	(66,459)
Defined benefit plans	21,335	368,885	(285,885)
Cash flow hedges	(198,645)	46,624	101,299
Investments	1,148	1,507	1,297
OTHER COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO ACCENTURE PLC	(481,387)	566,936	(249,748)
Other comprehensive income (loss) attributable to noncontrolling interests	(2,233)	31,724	(7,881)
COMPREHENSIVE INCOME	<u>\$ 3,730,974</u>	<u>\$ 4,233,592</u>	<u>\$ 4,091,974</u>
COMPREHENSIVE INCOME ATTRIBUTABLE TO ACCENTURE PLC	\$ 3,578,520	\$ 4,012,085	\$ 3,862,144
Comprehensive income attributable to noncontrolling interests	152,454	221,507	229,830
COMPREHENSIVE INCOME	<u>\$ 3,730,974</u>	<u>\$ 4,233,592</u>	<u>\$ 4,091,974</u>

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS
For the Years Ended August 31, 2018, 2017 and 2016
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Balance as of August 31, 2015	\$57	40	\$18	804,758	\$ 1	23,335	\$1,031,203	\$4,516,810	\$(11,472,400)	(178,096)	\$13,470,008	\$ (1,411,972)	\$ 6,133,725	\$ 513,846	\$ 6,647,571
Net income											4,111,892		4,111,892	237,711	4,349,603
Other comprehensive income (loss)												(249,748)	(249,748)	(7,881)	(257,629)
Income tax benefit on share-based compensation plans							112,562						112,562		112,562
Purchases of Class A ordinary shares							103,760	(2,532,796)	(23,848)				(2,429,036)	(103,760)	(2,532,796)
Cancellation of treasury shares			(4)	(163,016)			(2,923,579)	11,199,016	163,016	(8,275,433)			—		—
Share-based compensation expense							701,923	56,253					758,176		758,176
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares					(1)	(1,418)		(68,481)					(68,482)	(3,711)	(72,193)
Issuances of Class A ordinary shares:															
Employee share programs			1	11,686			(785,141)	1,138,304	214,273	5,358			567,437	23,920	591,357
Upon redemption of Accenture Holdings plc ordinary shares				775				3,541					3,541	(3,541)	—
Dividends							51,137				(1,423,316)		(1,372,179)	(65,959)	(1,438,138)
Other, net							5,006	(14,441)			(3,191)		(12,626)	43,489	30,863
Balance as of August 31, 2016	\$57	40	\$15	654,203	\$—	21,917	\$1,004,128	\$2,924,729	\$(2,591,907)	(33,570)	\$ 7,879,960	\$ (1,661,720)	\$ 7,555,262	\$ 634,114	\$ 8,189,376

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS — (continued)
For the Years Ended August 31, 2018, 2017, and 2016
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Net income											3,445,149		3,445,149	189,783	3,634,932
Other comprehensive income (loss)												566,936	566,936	31,724	598,660
Purchases of Class A ordinary shares								98,039	(2,552,880)	(21,258)			(2,454,841)	(98,039)	(2,552,880)
Cancellation of treasury shares			(1)	(26,858)				(413,509)	3,014,356	26,858	(2,600,846)		—		—
Share-based compensation expense							755,011	40,224					795,235		795,235
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares					(1,386)			(92,160)					(92,160)	(4,011)	(96,171)
Issuances of Class A ordinary shares:															
Employee share programs				10,861		(715,790)	975,322	481,341	4,521	(90,612)			650,261	25,784	676,045
Upon redemption of Accenture Holdings plc ordinary shares				760			5,595						5,595	(5,595)	—
Dividends						51,677				(1,550,411)			(1,498,734)	(68,844)	(1,567,578)
Other, net							(21,841)			(1,385)			(23,226)	55,807	32,581
Balance as of August 31, 2017	\$57	40	\$14	638,966	\$—	20,531	\$1,095,026	\$3,516,399	\$ (1,649,090)	(23,449)	\$7,081,855	\$ (1,094,784)	\$ 8,949,477	\$ 760,723	\$ 9,710,200

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS — (continued)
For the Years Ended August 31, 2018, 2017, and 2016
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	\$	No. Shares	\$	No. Shares	\$	No. Shares			\$	No. Shares					
Net income											4,059,907		4,059,907	154,687	4,214,594
Other comprehensive income (loss)												(481,387)	(481,387)	(2,233)	(483,620)
Purchases of Class A ordinary shares								49,766	(2,554,084)	(16,706)			(2,504,318)	(49,766)	(2,554,084)
Cancellation of treasury shares				(11,621)				(206,782)	1,582,067	11,621	(1,375,285)		—		—
Share-based compensation expense							913,801	63,107					976,908		976,908
Purchases/redemptions of Accenture Holdings plc ordinary shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares					(821)			(80,169)					(80,169)	(4,841)	(85,010)
Issuances of Class A ordinary shares:															
Employee share programs				10,077			(829,085)	1,132,024	504,159	4,201	(68,656)		738,442	14,704	753,146
Upon redemption of Accenture Holdings plc ordinary shares		1	25,906		(19,054)			408,652					408,653	(408,653)	—
Dividends							54,881				(1,725,953)		(1,671,072)	(37,652)	(1,708,724)
Other, net								(12,233)			(19,455)		(31,688)	(67,134)	(98,822)
Balance as of August 31, 2018	\$57	40	\$15	663,328	\$—	656	\$1,234,623	\$4,870,764	\$(2,116,948)	(24,333)	\$7,952,413	\$(1,576,171)	\$10,364,753	\$359,835	\$10,724,588

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED CASH FLOWS STATEMENTS
For the Years Ended August 31, 2018, 2017 and 2016
(In thousands of U.S. dollars)

	2018	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 4,214,594	\$ 3,634,932	\$ 4,349,603
Adjustments to reconcile Net income to Net cash provided by (used in) operating activities—			
Depreciation, amortization and asset impairments	926,776	801,789	729,052
Share-based compensation expense	976,908	795,235	758,176
Pension settlement charge	—	460,908	—
(Gain) loss on sale of businesses	—	252	(848,823)
Deferred income taxes, net	94,000	(364,133)	65,940
Other, net	7,609	88,123	(53,706)
Change in assets and liabilities, net of acquisitions—			
Receivables from clients, net	(476,041)	(169,714)	(177,156)
Unbilled services, current and non-current, net	(234,763)	96,392	(192,912)
Other current and non-current assets	(510,102)	(415,568)	(655,876)
Accounts payable	(167,971)	173,712	72,626
Deferred revenues, current and non-current	176,853	(38,954)	302,738
Accrued payroll and related benefits	646,416	(117,725)	386,018
Income taxes payable, current and non-current	183,933	15,721	(158,970)
Other current and non-current liabilities	188,479	12,069	90,690
Net cash provided by (used in) operating activities	6,026,691	4,973,039	4,667,400
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment	(619,187)	(515,919)	(496,566)
Purchases of businesses and investments, net of cash acquired	(657,546)	(1,704,188)	(932,542)
Proceeds from the sale of businesses and investments, net of cash transferred	20,197	(24,035)	814,538
Proceeds from sales of property and equipment	6,932	10,263	4,220
Net cash provided by (used in) investing activities	(1,249,604)	(2,233,879)	(610,350)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of ordinary shares	753,146	676,045	591,357
Purchases of shares	(2,639,094)	(2,649,051)	(2,604,989)
Proceeds from (repayments of) long-term debt, net	(4,195)	(2,120)	(1,059)
Cash dividends paid	(1,708,724)	(1,567,578)	(1,438,138)
Other, net	(110,161)	(17,531)	(36,389)
Net cash provided by (used in) financing activities	(3,709,028)	(3,560,235)	(3,489,218)
Effect of exchange rate changes on cash and cash equivalents	(133,559)	42,326	(22,989)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	934,500	(778,749)	544,843
CASH AND CASH EQUIVALENTS, beginning of period	4,126,860	4,905,609	4,360,766
CASH AND CASH EQUIVALENTS, end of period	\$ 5,061,360	\$ 4,126,860	\$ 4,905,609
SUPPLEMENTAL CASH FLOW INFORMATION:			
Interest paid	\$ 19,673	\$ 15,751	\$ 16,285
Income taxes paid, net	\$ 1,373,244	\$ 1,288,788	\$ 1,425,480

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS****(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)****1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES****Description of Business**

Accenture plc is one of the world's leading organizations providing consulting, technology and outsourcing services and operates globally with one common brand and business model designed to enable it to provide clients around the world with the same high level of service. Drawing on a combination of industry and functional expertise, technology capabilities and alliances, and global delivery resources, Accenture plc seeks to provide differentiated services that help clients measurably improve their business performance and create sustainable value for their customers and stakeholders. Accenture plc's global delivery model enables it to provide high-quality, cost-effective solutions to clients.

Basis of Presentation

The Consolidated Financial Statements include the accounts of Accenture plc, an Irish company, and our controlled subsidiary companies. Accenture plc is an Irish public limited company, which operates its business through its subsidiaries. Prior to March 13, 2018, Accenture plc's only business was to hold ordinary and deferred shares in, and to act as the controlling shareholder of, its subsidiary, Accenture Holdings plc, an Irish public limited company. We operated our business through Accenture Holdings plc and subsidiaries of Accenture Holdings plc. Accenture plc controlled Accenture Holdings plc's management and operations and consolidated Accenture Holdings plc's results in our Consolidated Financial Statements.

On March 13, 2018, Accenture Holdings plc merged with and into Accenture plc, with Accenture plc as the surviving entity. As a result, all of the assets and liabilities of Accenture Holdings plc were acquired by Accenture plc, and Accenture Holdings plc ceased to exist. In connection with this internal merger, shareholders of Accenture Holdings plc (other than Accenture entities that held shares of Accenture Holdings plc), who primarily consisted of current and former members of Accenture Leadership and their permitted transferees, received one Class A ordinary share of Accenture plc for each share of Accenture Holdings plc that they owned, and Accenture plc redeemed all Class X ordinary shares of Accenture plc owned by such shareholders.

All references to Accenture Holdings plc included in this report with respect to periods prior to August 26, 2015 reflect the activity and/or balances of Accenture SCA (the predecessor of Accenture Holdings plc). The shares of Accenture Holdings plc (for applicable periods) and Accenture Canada Holdings Inc. held by persons other than us are treated as a noncontrolling interest in the Consolidated Financial Statements. The noncontrolling interest percentages were less than 1% and 4% as of August 31, 2018 and 2017, respectively.

All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31. For example, a reference to "fiscal 2018" means the 12-month period that ended on August 31, 2018. All references to quarters, unless otherwise noted, refer to the quarters of our fiscal year.

The preparation of the Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect amounts reported in the Consolidated Financial Statements and accompanying disclosures. Although these estimates are based on management's best knowledge of current events and actions that we may undertake in the future, actual results may be different from those estimates.

Revenue Recognition

Revenues from contracts for technology integration consulting services where we design/redesign, build and implement new or enhanced systems applications and related processes for our clients are recognized on the percentage-of-completion method, which involves calculating the percentage of services provided during the reporting period compared to the total estimated services to be provided over the duration of the contract. Contracts for technology integration consulting services generally span six months to two years. Estimated revenues used in applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenues and costs are continuously monitored during the term of the contract, and recorded revenues and estimated costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenues and income and are reflected in the Consolidated Financial Statements in the periods in which they are first identified. If our estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

amount by which the estimated total direct and indirect costs of the contract exceed the estimated total revenues that will be generated by the contract and are included in Cost of services and classified in Other accrued liabilities.

Revenues from contracts for non-technology integration consulting services with fees based on time and materials or cost-plus are recognized as the services are performed and amounts are earned. We consider amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectibility is reasonably assured. In such contracts, our efforts, measured by time incurred, typically are provided in less than a year and represent the contractual milestones or output measure, which is the contractual earnings pattern. For non-technology integration consulting contracts with fixed fees, we recognize revenues as amounts become billable in accordance with contract terms, provided the billable amounts are not contingent, are consistent with the services delivered and are earned. Contingent or incentive revenues relating to non-technology integration consulting contracts are recognized when the contingency is satisfied and we conclude the amounts are earned.

Outsourcing contracts typically span several years and involve complex delivery, often through multiple workforces in different countries. In a number of these arrangements, we hire client employees and become responsible for certain client obligations. Revenues are recognized on outsourcing contracts as amounts become billable in accordance with contract terms, unless the amounts are billed in advance of performance of services, in which case revenues are recognized when the services are performed and amounts are earned. Revenues from time-and-materials or cost-plus contracts are recognized as the services are performed. In such contracts, our effort, measured by time incurred, represents the contractual milestones or output measure, which is the contractual earnings pattern. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from fixed-price contracts are recognized on a straight-line basis, unless revenues are earned and obligations are fulfilled in a different pattern. Outsourcing contracts can also include incentive payments for benefits delivered to clients. Revenues relating to such incentive payments are recorded when the contingency is satisfied and we conclude the amounts are earned.

Costs related to delivering outsourcing services are expensed as incurred with the exception of certain transition costs related to the set-up of processes, personnel and systems, which are deferred during the transition period and expensed evenly over the period outsourcing services are provided. The deferred costs are specific internal costs or incremental external costs directly related to transition or set-up activities necessary to enable the outsourced services. Generally, deferred amounts are protected in the event of early termination of the contract and are monitored regularly for impairment. Impairment losses are recorded when projected remaining undiscounted operating cash flows of the related contract are not sufficient to recover the carrying amount of contract assets. Deferred transition costs were \$690,868 and \$739,212 as of August 31, 2018 and 2017, respectively, and are included in Deferred contract costs. Deferred transition amortization expense for fiscal 2018, 2017 and 2016 was \$333,118, \$289,555, and \$283,434, respectively. Amounts billable to the client for transition or set-up activities are deferred and recognized as revenue evenly over the period outsourcing services are provided. Deferred transition revenues were \$581,395 and \$606,095 as of August 31, 2018 and 2017, respectively, and are included in non-current Deferred revenues. Contract acquisition and origination costs are expensed as incurred.

We enter into contracts that may consist of multiple deliverables. These contracts may include any combination of technology integration consulting services, non-technology integration consulting services or outsourcing services described above. Revenues for contracts with multiple deliverables are allocated based on the lesser of the element's relative selling price or the amount that is not contingent on future delivery of another deliverable. The selling price of each deliverable is determined by obtaining third party evidence of the selling price for the deliverable and is based on the price charged when largely similar services are sold on a standalone basis by us to similarly situated customers. If the amount of non-contingent revenues allocated to a deliverable accounted for under the percentage-of-completion method of accounting is less than the costs to deliver such services, then such costs are deferred and recognized in future periods when the revenues become non-contingent. Revenues are recognized in accordance with our accounting policies for the separate deliverables when the services have value on a stand-alone basis, selling price of the separate deliverables exists and, in arrangements that include a general right of refund relative to the completed deliverable, performance of the in-process deliverable is considered probable and substantially in our control. While determining fair value and identifying separate deliverables require judgment, generally fair value and the separate deliverables are readily identifiable as we also sell those deliverables unaccompanied by other deliverables.

Revenues recognized in excess of billings are recorded as Unbilled services. Billings in excess of revenues recognized are recorded as Deferred revenues until revenue recognition criteria are met. Client prepayments (even if nonrefundable) are deferred and recognized over future periods as services are delivered or performed.

ACCENTURE PLC**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)**
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Revenues before reimbursements (“net revenues”) include the margin earned on computer hardware, software and related services resale, as well as revenues from alliance agreements. Reimbursements include billings for travel and other out-of-pocket expenses and third-party costs, such as the cost of hardware, software and related services resale. In addition, Reimbursements include allocations from gross billings to record an amount equivalent to reimbursable costs, where billings do not specifically identify reimbursable expenses. We report revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Employee Share-Based Compensation Arrangements

Share-based compensation expense is recognized over the requisite service period for awards of equity instruments to employees based on the grant date fair value of those awards expected to ultimately vest. Forfeitures are estimated on the date of grant and revised if actual or expected forfeiture activity differs materially from original estimates.

Income Taxes

We calculate and provide for income taxes in each of the tax jurisdictions in which we operate. Deferred tax assets and liabilities, measured using enacted tax rates, are recognized for the future tax consequences of temporary differences between the tax and financial statement bases of assets and liabilities. A valuation allowance reduces the deferred tax assets to the amount that is more likely than not to be realized. We establish liabilities or reduce assets when we believe tax positions are not more likely than not of being sustained if challenged. Recognized tax positions are measured at the largest amount of benefit greater than 50 percent likely of being realized. Each fiscal quarter, we evaluate tax positions and adjust the related tax assets and liabilities in light of changing facts and circumstances.

Translation of Non-U.S. Currency Amounts

Assets and liabilities of non-U.S. subsidiaries whose functional currency is not the U.S. dollar are translated into U.S. dollars at fiscal year-end exchange rates. Revenue and expense items are translated at average foreign currency exchange rates prevailing during the fiscal year. Translation adjustments are included in Accumulated other comprehensive income (loss). Gains and losses arising from intercompany foreign currency transactions that are of a long-term investment nature are reported in the same manner as translation adjustments.

Cash and Cash Equivalents

Cash and cash equivalents consist of all cash balances and liquid investments with original maturities of three months or less, including certificates of deposit and time deposits. Cash and cash equivalents also include restricted cash of \$45,658 and \$45,547 as of August 31, 2018 and 2017, respectively, which primarily relates to cash held to meet certain insurance requirements. As a result of certain subsidiaries’ cash management systems, checks issued but not presented to the banks for payment may create negative book cash balances. Such negative balances are classified as Current portion of long term debt and bank borrowings.

Client Receivables, Unbilled Services and Allowances

We record our client receivables and unbilled services at their face amounts less allowances. On a periodic basis, we evaluate our receivables and unbilled services and establish allowances based on historical experience and other currently available information. As of August 31, 2018 and 2017, total allowances recorded for client receivables and unbilled services were \$49,913 and \$74,450, respectively. The allowance reflects our best estimate of collectibility risks on outstanding receivables and unbilled services. In limited circumstances, we agree to extend financing to certain clients. The terms vary by contract, but generally payment for services is contractually linked to the achievement of specified performance milestones.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**Concentrations of Credit Risk**

Our financial instruments, consisting primarily of cash and cash equivalents, foreign currency exchange rate instruments, client receivables and unbilled services, are exposed to concentrations of credit risk. We place our cash and cash equivalents and foreign exchange instruments with highly-rated financial institutions, limit the amount of credit exposure with any one financial institution and conduct ongoing evaluations of the credit worthiness of the financial institutions with which we do business. Client receivables are dispersed across many different industries and countries; therefore, concentrations of credit risk are limited.

Investments

All liquid investments with an original maturity greater than three months but less than one year are considered to be short-term investments. Non-current investments are primarily non-marketable equity securities of privately held companies and are accounted for using either the equity or cost methods of accounting, in accordance with the requirements of Accounting Standards Codification (“ASC”) 323, Investments—Equity Method and Joint Ventures. Interest and amortization of premiums and discounts for debt securities are included in Interest income.

Cost method investments are periodically assessed for other-than-temporary impairment. For investments in privately held companies, if there are no identified events or circumstances that would have a significant adverse effect on the fair value of the investment, the fair value is not estimated. If an investment is deemed to have experienced an other-than-temporary decline below its cost basis, we reduce the carrying amount of the investment to its quoted or estimated fair value, as applicable, and establish a new cost basis for the investment.

Property and Equipment

Property and equipment is stated at cost, net of accumulated depreciation. Depreciation of property and equipment is computed on a straight-line basis over the following estimated useful lives:

Computers, related equipment and software	2 to 7 years
Furniture and fixtures	5 to 10 years
Leasehold improvements	Lesser of lease term or 15 years

Goodwill

Goodwill represents the excess of the purchase price of an acquired entity over the fair value of net assets acquired. We review the recoverability of goodwill by reportable operating segment annually, or more frequently when indicators of impairment exist. Based on the results of our annual impairment analysis, we determined that no impairment existed as of August 31, 2018 or 2017, as each reportable operating segment’s estimated fair value substantially exceeded its carrying value.

Long-Lived Assets

Long-lived assets, including deferred contract costs and identifiable intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or group of assets may not be recoverable. Recoverability of long-lived assets or groups of assets is assessed based on a comparison of the carrying amount to the estimated future net cash flows. If estimated future undiscounted net cash flows are less than the carrying amount, the asset is considered impaired and a loss is recorded equal to the amount required to reduce the carrying amount to fair value.

Intangible assets with finite lives are generally amortized using the straight-line method over their estimated economic useful lives, ranging from one to fifteen years.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Operating Expenses

Selected components of operating expenses were as follows:

	Fiscal		
	2018	2017	2016
Research and development costs	\$ 790,779	\$ 704,317	\$ 643,407
Advertising costs	78,464	79,883	80,601
Provision for (release of) doubtful accounts (1)	(1,060)	10,117	15,312

(1) For additional information, see “Client Receivables, Unbilled Services and Allowances”.

New Accounting Pronouncements

The following standards, issued by the Financial Accounting Standards Board (“FASB”), will, or are expected to, result in a change in practice and/or have a financial impact to our Consolidated Financial Statements:

Standard	Description	Accenture Adoption Date	Impact on the Financial Statements or Other Significant Matters
2016-16 : Income Taxes: Intra-Entity Transfers of Assets Other Than Inventory	The guidance requires an entity to recognize the income tax consequences of intra-entity transfers, other than inventory, when the transfer occurs. Under current guidance in U.S. GAAP, in the case of depreciable or amortizable assets, the income tax consequences are deferred at the time of the intra-entity transfer and recognized as the assets are depreciated or amortized. The guidance requires modified retrospective transition with a cumulative catch-up adjustment to opening retained earnings in the period of adoption.	September 1, 2018	The adoption of this ASU will require that we record deferred tax assets on our Consolidated Balance Sheet at the beginning of fiscal 2019. The deferred tax assets, which we expect to be up to \$2.1 billion, represent income tax consequences of prior intra-entity transfers of assets, which are currently recognized over the expected life of the assets. Beginning in fiscal 2019, we will recognize incremental income tax expense as these deferred tax assets are utilized. This could represent approximately a 3.3 percentage point increase in the annual effective tax rate for fiscal 2019. However, the actual impact of adoption will depend on numerous factors, including management’s expectations regarding recoverability of the related deferred taxes. Adoption will not have any impact on our cash flows.
2014-09 : (Accounting Standard Codification 606), Revenue from Contracts with Customers and related updates	The guidance replaces most existing revenue recognition guidance in U.S. GAAP. The core principle of the ASU is that an entity should recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services. The ASU requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments. The guidance allows for both retrospective and modified retrospective methods of adoption.	September 1, 2018	We expect revenue recognition across our portfolio of services to remain largely unchanged. However, the guidance will change the timing of revenue recognition in certain areas, including earlier recognition for certain variable fees and consulting services and later recognition for reimbursable expenses on certain contracts, which will be recognized with other revenues rather than when the expenses are incurred. These impacts are not expected to be material. We adopted the ASU on September 1, 2018, using the modified retrospective method. The estimated cumulative effect adjustment to retained earnings is not material to our Consolidated Financial Statements.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

2016-02 : Leases <i>and related updates</i>	The guidance amends existing guidance to require lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by leases and to disclose additional quantitative and qualitative information about leasing arrangements. The guidance requires either a modified retrospective transition method or a cumulative effect adjustment to opening retained earnings in the period of adoption.	September 1, 2019	While we are continuing to assess the potential impact of this ASU, we currently believe the most significant impact relates to our accounting for office space operating leases. We anticipate this ASU will have a material impact on our Consolidated Balance Sheets but will not have a material impact on our other Consolidated Financial Statements or footnotes. We will apply the cumulative effect method.
2017-07 :Compensation - Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost	The guidance amends certain presentation and disclosure requirements for employers that sponsor defined benefit pension and post-retirement medical plans. The new standard requires the service cost component of the net benefit cost to be in the same line item as other compensation in operating income and the other components of net benefit cost to be presented outside of operating income on a retrospective basis.	September 1, 2018	The adoption of this ASU will require us to reclassify \$58 million of operating expenses to non-operating expense for fiscal 2018 to conform with the fiscal 2019 treatment of these expenses.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

2. EARNINGS PER SHARE

Basic and diluted earnings per share were calculated as follows:

	Fiscal		
	2018	2017	2016
Basic Earnings per share			
Net income attributable to Accenture plc	\$ 4,059,907	\$ 3,445,149	\$ 4,111,892
Basic weighted average Class A ordinary shares	628,451,742	620,104,250	624,797,820
Basic earnings per share	\$ 6.46	\$ 5.56	\$ 6.58
Diluted Earnings per share			
Net income attributable to Accenture plc	\$ 4,059,907	\$ 3,445,149	\$ 4,111,892
Net income attributable to noncontrolling interests in Accenture Holdings plc and Accenture Canada Holdings Inc. (1)	95,063	149,131	195,560
Net income for diluted earnings per share calculation	\$ 4,154,970	\$ 3,594,280	\$ 4,307,452
Basic weighted average Class A ordinary shares	628,451,742	620,104,250	624,797,820
Class A ordinary shares issuable upon redemption/exchange of noncontrolling interests (1)	14,716,884	28,107,510	29,712,982
Diluted effect of employee compensation related to Class A ordinary shares	11,948,075	12,082,241	13,105,585
Diluted effect of share purchase plans related to Class A ordinary shares	179,449	169,226	153,887
Diluted weighted average Class A ordinary shares	655,296,150	660,463,227	667,770,274
Diluted earnings per share	\$ 6.34	\$ 5.44	\$ 6.45

- (1) Diluted earnings per share assumes the exchange of all Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares on a one-for-one basis and the redemption of all Accenture Holdings plc ordinary shares owned by holders of noncontrolling interests prior to March 13, 2018, when these were redeemed for Accenture plc Class A ordinary shares. The income effect does not take into account "Net income attributable to noncontrolling interests - other," since those shares are not redeemable or exchangeable for Accenture plc Class A ordinary shares.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

3. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table summarizes the changes in the accumulated balances for each component of accumulated other comprehensive loss attributable to Accenture plc:

	Fiscal		
	2018	2017	2016
Foreign currency translation			
Beginning balance	\$ (770,043)	\$ (919,963)	\$ (853,504)
Foreign currency translation	(310,548)	164,073	(67,884)
Income tax benefit (expense)	3,354	(988)	2,120
Portion attributable to noncontrolling interests	1,969	(13,165)	(695)
Foreign currency translation, net of tax	(305,225)	149,920	(66,459)
Ending balance	(1,075,268)	(770,043)	(919,963)
Defined benefit plans			
Beginning balance	(440,619)	(809,504)	(523,619)
Actuarial gains (losses)	19,862	49,565	(481,331)
Pension settlement	3,030	509,793	—
Prior service costs arising during the period	(28,696)	847	1,561
Reclassifications into net periodic pension and post-retirement expense (1)	34,972	44,913	26,639
Income tax benefit (expense)	(7,799)	(219,817)	153,869
Portion attributable to noncontrolling interests	(34)	(16,416)	13,377
Defined benefit plans, net of tax	21,335	368,885	(285,885)
Ending balance	(419,284)	(440,619)	(809,504)
Cash flow hedges			
Beginning balance	114,635	68,011	(33,288)
Unrealized gain (loss)	(169,958)	195,848	180,196
Reclassification adjustments into Cost of services	(93,105)	(118,840)	(23,004)
Income tax benefit (expense)	64,118	(28,309)	(51,153)
Portion attributable to noncontrolling interests	300	(2,075)	(4,740)
Cash flow hedges, net of tax	(198,645)	46,624	101,299
Ending balance (2)	(84,010)	114,635	68,011
Investments			
Beginning balance	1,243	(264)	(1,561)
Unrealized gain (loss)	1,455	1,758	2,231
Income tax benefit (expense)	(305)	(183)	(873)
Portion attributable to noncontrolling interests	(2)	(68)	(61)
Investments, net of tax	1,148	1,507	1,297
Ending balance	2,391	1,243	(264)
Accumulated other comprehensive loss	\$ (1,576,171)	\$ (1,094,784)	\$ (1,661,720)

- (1) As of August 31, 2018, \$6,313 of net losses is expected to be reclassified into net periodic pension expense recognized in cost of services, sales and marketing and general and administrative costs in the next twelve months and \$27,316 of net losses is expected to be reclassified into non-operating expenses in the next 12 months.
- (2) As of August 31, 2018, \$21,490 of net unrealized losses related to derivatives designated as cash flow hedges is expected to be reclassified into Cost of services in the next twelve months.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

4. PROPERTY AND EQUIPMENT

The components of Property and equipment, net were as follows:

	August 31, 2018	August 31, 2017
Buildings and land	\$ 60	\$ 3,162
Computers, related equipment and software	1,625,950	1,611,641
Furniture and fixtures	374,294	393,351
Leasehold improvements	1,125,814	1,044,590
Property and equipment, gross	3,126,118	3,052,744
Total accumulated depreciation	(1,862,098)	(1,912,146)
Property and equipment, net	\$ 1,264,020	\$ 1,140,598

Depreciation expense for fiscal 2018, 2017 and 2016 was \$423,471, \$362,817 and \$327,736, respectively.

5. BUSINESS COMBINATIONS AND DIVESTITURES**Business Combinations****Fiscal 2018**

During fiscal 2018, we completed a number of individually immaterial acquisitions for total consideration of \$596,148, net of cash acquired. These acquisitions were completed primarily to expand our services and solutions offerings. In connection with these acquisitions, we recorded goodwill of \$431,087 and intangible assets of \$140,403. The intangible assets primarily consist of customer-related and contract-in-progress intangibles, which are being amortized over one to twelve years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

Fiscal 2017

During fiscal 2017, we completed a number of individually immaterial acquisitions for total consideration of \$1,643,205, net of cash acquired. These acquisitions were completed primarily to expand our services and solutions offerings. In connection with these acquisitions, we recorded goodwill of \$1,350,969 and intangible assets of \$328,776. The intangible assets primarily consist of customer-related and contract-in-progress intangibles, which are being amortized over one to twelve years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

Fiscal 2016

On October 20, 2015, we acquired Cloud Sherpas (through its holding company, Declarative Holdings, Inc.), a leader in cloud advisory and technology services, for approximately \$409,424, net of cash acquired. This acquisition enhances our ability to provide clients with cloud strategy and technology consulting, as well as cloud application implementation, integration and management services, and resulted in approximately 1,100 employees joining us. In connection with this acquisition, we recorded goodwill of \$385,337, which was allocated to all five reportable operating segments, and intangible assets of \$66,522, primarily related to customer-related intangibles. The goodwill is non-deductible for U.S. federal income tax purposes. The intangible assets are being amortized over one to seven years. The pro forma effects of this acquisition on our operations were not material.

During fiscal 2016, we also completed other individually immaterial acquisitions for total consideration of \$458,892, net of cash acquired. These acquisitions were completed primarily to expand our services and solutions offerings. In connection with these acquisitions, we recorded goodwill of \$382,326 and intangible assets of \$109,981. The intangible assets primarily consist of customer-related and technology intangibles, which are being amortized over one to ten years. The goodwill was allocated among the reportable operating segments and is partially deductible for U.S. federal income tax purposes.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Divestitures
Fiscal 2016

On January 26, 2016, we completed the sale of Navitaire LLC (“Navitaire”), a wholly owned subsidiary that provides technology and business solutions to the airline industry, to Amadeus IT Group, S.A. (“Amadeus”). Concurrent with the sale, we also entered into several arrangements to provide services to Amadeus, principally infrastructure outsourcing, over five years. We received a total of \$825,644, net of transaction costs and cash divested, of which \$214,500 was recorded as deferred revenue attributable to arrangements to provide services to Amadeus. In connection with the sale of Navitaire, we recorded a gain of \$547,584 (reported in “Gain on sale of businesses” in the Consolidated Income Statements) and recorded related income taxes of \$55,759. Approximately 600 Navitaire employees transferred to Amadeus as a part of this sale.

On August 1, 2016, we completed the transfer of our Duck Creek business to Apax Partners LLP in exchange for \$196,198, net of transaction costs and cash divested, and a 40% non-controlling interest in the newly formed joint venture, Duck Creek Technologies LLC (“Duck Creek”). Duck Creek’s business is to accelerate the innovation of claims, billing and policy administration software for the insurance industry. In connection with the transaction, which resulted in the recording of the retained non-controlling interest at fair value, we recorded a gain of \$301,239 (reported in “Gain on sale of businesses” in the Consolidated Income Statements) and related income tax expense of \$48,286. The fair value of our retained interest in Duck Creek was calculated based on the terms of the transfer and other factors related to the valuation of the non-controlling interest. Approximately 1,000 employees moved to Duck Creek as a part of this transaction.

6. GOODWILL AND INTANGIBLE ASSETS
Goodwill

The changes in the carrying amount of goodwill by reportable operating segment were as follows:

	August 31, 2016	Additions/ Adjustments	Foreign Currency Translation	August 31, 2017	Additions/ Adjustments	Foreign Currency Translation	August 31, 2018
Communications, Media & Technology	\$ 546,566	\$ 220,406	\$ 8,830	\$ 775,802	\$ 98,223	\$ (8,516)	\$ 865,509
Financial Services	854,376	280,569	16,079	1,151,024	32,390	(21,348)	1,162,066
Health & Public Service	715,849	214,316	4,209	934,374	27,816	(3,142)	959,048
Products	1,112,991	564,519	20,630	1,698,140	270,701	(20,440)	1,948,401
Resources	379,655	56,447	6,910	443,012	13,163	(8,187)	447,988
Total	\$ 3,609,437	\$ 1,336,257	\$ 56,658	\$ 5,002,352	\$ 442,293	\$ (61,633)	\$ 5,383,012

Goodwill includes immaterial adjustments related to prior period acquisitions.

Intangible Assets

Our definite-lived intangible assets by major asset class were as follows:

Intangible Asset Class	August 31, 2017			August 31, 2018		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer-related	\$ 809,683	\$ (235,315)	\$ 574,368	\$ 862,418	\$ (299,702)	\$ 562,716
Technology	108,929	(65,453)	43,476	94,844	(55,690)	39,154
Patents	124,669	(62,543)	62,126	128,179	(66,659)	61,520
Other	52,342	(21,930)	30,412	50,490	(26,770)	23,720
Total	\$ 1,095,623	\$ (385,241)	\$ 710,382	\$ 1,135,931	\$ (448,821)	\$ 687,110

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Total amortization related to our intangible assets was \$170,187 , \$149,417 and \$117,882 for fiscal 2018, 2017 and 2016 , respectively. Estimated future amortization related to intangible assets held at August 31, 2018 is as follows:

Fiscal Year	Estimated Amortization	
2019	\$	142,050
2020		120,026
2021		107,162
2022		90,993
2023		77,285
Thereafter		149,594
Total	\$	687,110

7. DERIVATIVE FINANCIAL INSTRUMENTS

In the normal course of business, we use derivative financial instruments to manage foreign currency exchange rate risk. Derivative transactions are governed by a uniform set of policies and procedures covering areas such as authorization, counterparty exposure and hedging practices. Positions are monitored using techniques such as market value and sensitivity analyses. We do not enter into derivative transactions for trading purposes. We classify cash flows from our derivative programs as cash flows from operating activities in the Consolidated Cash Flows Statements.

Certain derivatives give rise to credit risks from the possible non-performance by counterparties. Credit risk is generally limited to the fair value of those contracts that are favorable to us, and the maximum amount of loss due to credit risk, based on the gross fair value of our derivative financial instruments that are in an asset position, was \$59,145 as of August 31, 2018 .

We utilize standard counterparty master agreements containing provisions for the netting of certain foreign currency transaction obligations and for set-off of certain obligations in the event of an insolvency of one of the parties to the transaction. These provisions may reduce our potential overall loss resulting from the insolvency of a counterparty and reduce a counterparty's potential overall loss resulting from our insolvency. Additionally, these agreements contain early termination provisions triggered by adverse changes in a counterparty's credit rating, thereby enabling us to accelerate settlement of a transaction prior to its contractual maturity and potentially decrease our realized loss on an open transaction. Similarly, a decrement in our credit rating could trigger a counterparty's early termination rights, thereby enabling a counterparty to accelerate settlement of a transaction prior to its contractual maturity and potentially increase our realized loss on an open transaction. The aggregate fair value of our derivative instruments with credit-risk-related contingent features that were in a liability position as of August 31, 2018 was \$140,690 .

Our derivative financial instruments consist of deliverable and non-deliverable foreign currency forward contracts. Fair values for derivative financial instruments are based on prices computed using third-party valuation models and are classified as Level 2 in accordance with the three-level hierarchy of fair value measurements. All of the significant inputs to the third-party valuation models are observable in active markets. Inputs include current market-based parameters such as forward rates, yield curves and credit default swap pricing. For additional information related to the three-level hierarchy of fair value measurements, see Note 10 (Retirement and Profit Sharing Plans) to these Consolidated Financial Statements.

Cash Flow Hedges

Certain of our subsidiaries are exposed to currency risk through their use of our global delivery resources. To mitigate this risk, we use foreign currency forward contracts to hedge the foreign exchange risk of the forecasted intercompany expenses denominated in foreign currencies for up to three years in the future. We have designated these derivatives as cash flow hedges. As of August 31, 2018 and 2017 , we held no derivatives that were designated as fair value or net investment hedges.

In order for a derivative to qualify for hedge accounting, the derivative must be formally designated as a fair value, cash flow or net investment hedge by documenting the relationship between the derivative and the hedged item. The documentation includes a description of the hedging instrument, the hedged item, the risk being hedged, our risk management objective and strategy for undertaking the hedge, the method for assessing the effectiveness of the hedge and the method for measuring hedge ineffectiveness. Additionally, the hedge relationship must be expected to be highly

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

effective at offsetting changes in either the fair value or cash flows of the hedged item at both inception of the hedge and on an ongoing basis. We assess the ongoing effectiveness of our hedges using the Hypothetical Derivative Method, which measures hedge ineffectiveness based on a comparison of the change in fair value of the actual derivative designated as the hedging instrument and the change in fair value of a hypothetical derivative. The hypothetical derivative would have terms that identically match the critical terms of the hedged item. We measure and record hedge ineffectiveness at the end of each fiscal quarter.

For a cash flow hedge, the effective portion of the change in estimated fair value of a hedging instrument is recorded in Accumulated other comprehensive loss as a separate component of Shareholders' Equity and is reclassified into Cost of services in the Consolidated Income Statement during the period in which the hedged transaction is recognized. The amounts related to derivatives designated as cash flow hedges that were reclassified into Cost of services were a net gain of \$93,105, \$118,840 and \$23,004 during fiscal 2018, 2017 and 2016, respectively. The ineffective portion of the change in fair value of a cash flow hedge is recognized immediately in Other income (expense), net in the Consolidated Income Statement and for fiscal 2018, 2017 and 2016, was not material. In addition, we did not discontinue any cash flow hedges during fiscal 2018, 2017 or 2016.

Other Derivatives

We also use foreign currency forward contracts, which have not been designated as hedges, to hedge balance sheet exposures, such as intercompany loans. These instruments are generally short-term in nature, with typical maturities of less than one year, and are subject to fluctuations in foreign exchange rates. Realized gains or losses and changes in the estimated fair value of these derivatives were a net loss of \$114,076 for fiscal 2018, a net gain of \$66,748 for fiscal 2017, and a net loss of \$84,293 for fiscal 2016. Gains and losses on these contracts are recorded in Other income (expense), net in the Consolidated Income Statement and are offset by gains and losses on the related hedged items.

Fair Value of Derivative Instruments

The notional and fair values of all derivative instruments were as follows:

	August 31, 2018	August 31, 2017
Assets		
Cash Flow Hedges		
Other current assets	\$ 29,380	\$ 133,935
Other non-current assets	1,065	82,770
Other Derivatives		
Other current assets	28,700	11,470
Total assets	\$ 59,145	\$ 228,175
Liabilities		
Cash Flow Hedges		
Other accrued liabilities	\$ 50,870	\$ 21,632
Other non-current liabilities	64,365	17,244
Other Derivatives		
Other accrued liabilities	25,455	12,242
Total liabilities	\$ 140,690	\$ 51,118
Total fair value	\$ (81,545)	\$ 177,057
Total notional value	\$ 8,783,014	\$ 9,290,345

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

We utilize standard counterparty master agreements containing provisions for the netting of certain foreign currency transaction obligations and for the set-off of certain obligations in the event of an insolvency of one of the parties to the transaction. In the Consolidated Balance Sheets, we record derivative assets and liabilities at gross fair value. The potential effect of netting derivative assets against liabilities under the counterparty master agreements was as follows:

	August 31, 2018	August 31, 2017
Net derivative assets	\$ 23,599	\$ 189,066
Net derivative liabilities	105,144	12,009
Total fair value	<u>\$ (81,545)</u>	<u>\$ 177,057</u>

8. BORROWINGS AND INDEBTEDNESS

As of August 31, 2018, we had the following borrowing facilities, including the issuance of letters of credit, to support general working capital purposes:

	Facility Amount	Borrowings Under Facilities
Syndicated loan facility (1)	\$ 1,000,000	\$ —
Separate, uncommitted, unsecured multicurrency revolving credit facilities (2)	657,033	—
Local guaranteed and non-guaranteed lines of credit (3)	230,165	—
Total	<u>\$ 1,887,198</u>	<u>\$ —</u>

(1) This facility, which matures on December 22, 2020, provides unsecured, revolving borrowing capacity for general working capital purposes, including the issuance of letters of credit. Financing is provided under this facility at the prime rate or at the London Interbank Offered Rate, plus a spread. We continue to be in compliance with relevant covenant terms. The facility is subject to annual commitment fees. As of August 31, 2018 and 2017, we had no borrowings under the facility.

(2) We maintain separate, uncommitted and unsecured multicurrency revolving credit facilities. These facilities provide local currency financing for the majority of our operations. Interest rate terms on the revolving facilities are at market rates prevailing in the relevant local markets. As of August 31, 2018 and 2017, we had no borrowings under these facilities.

(3) We also maintain local guaranteed and non-guaranteed lines of credit for those locations that cannot access our global facilities. As of August 31, 2018 and 2017, we had no borrowings under these various facilities.

Under the borrowing facilities described above, we had an aggregate of \$324,602 and \$195,998 of letters of credit outstanding as of August 31, 2018 and 2017, respectively. In addition, we had total outstanding debt of \$25,013 and \$25,070 as of August 31, 2018 and 2017, respectively. In the fourth quarter of fiscal 2017, we entered into agreements that will allow us to establish a commercial paper program for short-term borrowings of up to \$1 billion, backed by our syndicated loan facility.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

9. INCOME TAXES

	Fiscal		
	2018	2017	2016
Current taxes			
U.S. federal	\$ 70,050	\$ 152,002	\$ 314,121
U.S. state and local	3,574	17,269	38,255
Non-U.S.	1,425,875	1,175,962	835,653
Total current tax expense	1,499,499	1,345,233	1,188,029
Deferred taxes			
U.S. federal	219,034	(200,483)	8,588
U.S. state and local	57,044	(26,069)	1,056
Non-U.S.	(182,078)	(137,581)	56,296
Total deferred tax (benefit) expense	94,000	(364,133)	65,940
Total	\$ 1,593,499	\$ 981,100	\$ 1,253,969

The components of Income before income taxes were as follows:

	Fiscal		
	2018	2017	2016
U.S. sources (1)	\$ 645,943	\$ 251,456	\$ 1,047,909
Non-U.S. sources	5,162,150	4,364,576	4,555,663
Total	\$ 5,808,093	\$ 4,616,032	\$ 5,603,572

(1) Includes U.S. pension settlement charge of \$509,793 for fiscal 2017.

On December 22, 2017, the U.S. enacted the Tax Cuts and Jobs Act (the "Tax Act"), which significantly changed U.S. tax law. The Tax Act lowered the U.S. statutory federal income tax rate from 35% to 21% , effective January 1, 2018, resulting in a blended U.S. statutory federal income tax rate of 25.7% for our fiscal year ended August 31, 2018 . Due to the recent enactment and the complexity involved in applying the provisions of the Tax Act, we had previously recorded provisional amounts in our financial statements. In the three months ended February 28, 2018 , we recognized a provisional tax expense of \$136,724 primarily to remeasure our net deferred tax assets at the new, lower rates. In the three months ended May 31, 2018 , we recorded an adjustment of \$40,927 to our provisional tax expense resulting from our continued analysis of the Tax Act. While we now consider our analysis of these items under the Tax Act to be complete, we have not yet made an accounting policy election to consider the taxes on our intercompany transactions in determining the amount of our valuation allowance.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

The reconciliation of the U.S. federal statutory income tax rate to our effective income tax rate was as follows:

	Fiscal		
	2018	2017	2016
U.S. federal statutory income tax rate	25.7 %	35.0 %	35.0 %
U.S. state and local taxes, net	1.1	1.3	1.1
Non-U.S. operations taxed at lower rates	(6.1)	(16.3)	(12.6)
Final determinations (1)	(1.9)	(3.6)	(2.1)
Other net activity in unrecognized tax benefits	5.8	8.4	2.7
Divestitures	—	—	(3.4)
Excess tax benefits from share based payments	(2.3)	(2.7)	—
Changes in tax laws and rates	4.4	(1.5)	—
Other, net	0.7	0.7	1.7
Effective income tax rate	<u>27.4 %</u>	<u>21.3 %</u>	<u>22.4 %</u>

(1) Final determinations include final agreements with tax authorities and expirations of statutes of limitations.

As of August 31, 2018, we had not recognized a deferred tax liability on \$1,082,198 of undistributed earnings for certain foreign subsidiaries, because these earnings are intended to be indefinitely reinvested. If such earnings were distributed, some countries may impose additional taxes. The unrecognized deferred tax liability (the amount payable if distributed) is approximately \$131,000.

Portions of our operations are subject to reduced tax rates or are free of tax under various tax holidays which expire between fiscal 2019 and 2022. Some of the holidays are renewable at reduced levels, under certain conditions, with possible renewal periods through 2032. The income tax benefits attributable to the tax status of these subsidiaries were estimated to be approximately \$103,000, \$95,000 and \$100,000 in fiscal 2018, 2017 and 2016, respectively.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Changes in tax laws and tax rates decreased our net deferred tax assets by \$247,216 in fiscal 2018 and increased our net deferred tax assets by \$68,724 in fiscal 2017 .

The components of our deferred tax assets and liabilities included the following:

	August 31, 2018	August 31, 2017
Deferred tax assets		
Pensions	\$ 254,268	\$ 294,850
Revenue recognition	110,424	163,393
Compensation and benefits	517,850	734,373
Share-based compensation	259,276	293,546
Tax credit carryforwards	400,253	1,419,506
Net operating loss carryforwards	119,130	204,803
Depreciation and amortization	97,459	97,076
Deferred amortization deductions	728,564	705,495
Indirect effects of unrecognized tax benefits	355,152	343,832
Other	150,740	122,590
	<u>2,993,116</u>	<u>4,379,464</u>
Valuation allowance	(451,775)	(1,564,554)
Total deferred tax assets	<u>2,541,341</u>	<u>2,814,910</u>
Deferred tax liabilities		
Revenue recognition	(66,128)	(80,683)
Depreciation and amortization	(214,396)	(228,166)
Investments in subsidiaries	(138,417)	(202,359)
Other	(161,322)	(225,899)
Total deferred tax liabilities	<u>(580,263)</u>	<u>(737,107)</u>
Net deferred tax assets	<u>\$ 1,961,078</u>	<u>\$ 2,077,803</u>

We recorded valuation allowances of \$451,775 and \$1,564,554 as of August 31, 2018 and 2017 , respectively, against deferred tax assets principally associated with certain tax credit and tax net operating loss carryforwards, as we believe it is more likely than not that these assets will not be realized. For all other deferred tax assets, we believe it is more likely than not that the results of future operations will generate sufficient taxable income to realize these deferred tax assets. During fiscal 2018 , we recorded a net decrease of \$1,112,779 in the valuation allowance. Substantially all of this change related to the write-off of certain tax credit carryforwards for which we had a full valuation allowance. During fiscal 2017 , we recorded a net increase of \$321,347 in the valuation allowance. The majority of this change related to valuation allowances on certain tax credit carryforwards, as we believed it was more likely than not that these assets would not be realized.

We had tax credit carryforwards as of August 31, 2018 of \$400,253 , of which \$19,976 will expire between 2019 and 2028 , \$1,838 will expire between 2029 and 2038 , and \$378,439 has an indefinite carryforward period. We had net operating loss carryforwards as of August 31, 2018 of \$478,274 . Of this amount, \$216,476 expires between 2019 and 2028 , \$11,080 expires between 2029 and 2038 , and \$250,718 has an indefinite carryforward period.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

As of August 31, 2018, we had \$1,210,520 of unrecognized tax benefits, of which \$818,638, if recognized, would favorably affect our effective tax rate. As of August 31, 2017, we had \$945,850 of unrecognized tax benefits, of which \$609,555, if recognized, would favorably affect our effective tax rate. The remaining unrecognized tax benefits as of August 31, 2018 and 2017 of \$391,882 and \$336,295, respectively, represent items recorded as offsetting tax benefits associated with the correlative effects of potential transfer pricing adjustments, state income taxes and timing adjustments.

A reconciliation of the beginning and ending amounts of unrecognized tax benefits was as follows:

	Fiscal	
	2018	2017
Balance, beginning of year	\$ 945,850	\$ 985,755
Additions for tax positions related to the current year	349,343	204,321
Additions for tax positions related to prior years	317,215	254,274
Reductions for tax positions related to prior years	(284,711)	(250,135)
Statute of limitations expirations	(37,050)	(41,544)
Settlements with tax authorities	(68,605)	(221,999)
Foreign currency translation	(11,522)	15,178
Balance, end of year	<u>\$ 1,210,520</u>	<u>\$ 945,850</u>

We recognize interest and penalties related to unrecognized tax benefits in the Provision for income taxes. During fiscal 2018, 2017 and 2016, we recognized expense of \$37,230, \$37,350 and \$8,681 in interest and penalties, respectively. Accrued interest and penalties related to unrecognized tax benefits of \$125,886 (\$114,631, net of tax benefits) and \$98,204 (\$87,417, net of tax benefits) were reflected on our Consolidated Balance Sheets as of August 31, 2018 and 2017, respectively.

We are currently under audit by the U.S. Internal Revenue Service for fiscal 2016. We are also currently under audit in numerous state and non-U.S. tax jurisdictions. Although the outcome of tax audits is always uncertain and could result in significant cash tax payments, we do not believe the outcome of these audits will have a material adverse effect on our consolidated financial position or results of operations. With limited exceptions, we are no longer subject to income tax audits by taxing authorities for the years before 2009. We believe that it is reasonably possible that our unrecognized tax benefits could decrease by approximately \$486,000 or increase by approximately \$219,000 in the next 12 months as a result of settlements, lapses of statutes of limitations, tax audit activity and other adjustments. The majority of these amounts relate to transfer pricing matters in both U.S. and non-U.S. tax jurisdictions.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

10. RETIREMENT AND PROFIT SHARING PLANS
Defined Benefit Pension and Postretirement Plans

In the United States and certain other countries, we maintain and administer defined benefit retirement plans and postretirement medical plans for certain current, retired and resigned employees. In addition, our U.S. defined benefit pension plans include a frozen plan for former pre-incorporation partners, which is unfunded. Benefits under the employee retirement plans are primarily based on years of service and compensation during the years immediately preceding retirement or termination of participation in the plan. The defined benefit pension disclosures include our U.S. and material non-U.S. defined benefit pension plans.

Assumptions

The weighted-average assumptions used to determine the defined benefit pension obligations as of August 31 and the net periodic pension expense were as follows:

	Pension Plans						Postretirement Plans		
	August 31, 2018		August 31, 2017		August 31, 2016		August 31, 2018	August 31, 2017	August 31, 2016
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Discount rate for determining projected benefit obligation	4.00%	3.29%	3.75%	2.83%	3.50%	2.40%	3.98%	3.73%	3.51%
Discount rate for determining net periodic pension expense	3.75%	2.83%	3.50%	2.40%	4.50%	3.47%	3.73%	3.51%	4.46%
Long term rate of return on plan assets	4.25%	3.56%	4.25%	3.52%	4.75%	3.99%	3.64%	4.13%	4.54%
Rate of increase in future compensation for determining projected benefit obligation	2.23%	3.67%	2.25%	3.63%	2.57%	3.47%	N/A	N/A	N/A
Rate of increase in future compensation for determining net periodic pension expense	2.25%	3.63%	2.57%	3.47%	3.60%	3.56%	N/A	N/A	N/A

We utilize a full yield curve approach to estimate the service and interest cost components by applying specific spot rates along the yield curve used in the determination of the benefit obligation to the relevant projected cash flows. This approach provides a correlation between projected benefit cash flows and the corresponding yield curve spot rates and provides a precise measurement of service and interest costs. The discount rate assumptions are based on the expected duration of the benefit payments for each of our defined benefit pension and postretirement plans as of the annual measurement date and are subject to change each year.

The expected long-term rate of return on plan assets should, over time, approximate the actual long-term returns on defined benefit pension and postretirement plan assets and is based on historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the asset portfolio.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**Assumed U.S. Health Care Cost Trend**

Our U.S. postretirement plan assumed annual rate of increase in the per capita cost of health care benefits is 6.9% for the plan year ending June 30, 2019. The rate is assumed to decrease on a straight-line basis to 4.5% for the plan year ending June 30, 2038 and remain at that level thereafter. A one percentage point increase in the assumed health care cost trend rates would increase the benefit obligation by \$79,766 , while a one percentage point decrease would reduce the benefit obligation by \$62,785 .

U.S. Defined Benefit Pension Plan Settlement Charges

In May 2017, we settled our U.S. pension plan obligations. Plan participants elected to receive either a lump-sum distribution or to transfer benefits to a third-party annuity provider. As a result of the settlement, we were relieved of any further obligation under our U.S. pension plan. During fiscal 2017, we recorded a pension settlement charge of \$509,793 , and related income tax benefits of \$198,219 . The charge primarily consisted of unrecognized actuarial losses of \$460,908 previously included in Accumulated other comprehensive loss. In connection with the settlement, we made a \$118,500 cash contribution (\$48,885 related to additional actuarial losses and \$69,615 to fund previously recorded pension liabilities). In connection with the plan termination, we created a separate defined benefit plan, with substantially the same terms as the terminated plan, for approximately 600 active employees who are currently eligible to accrue benefits.

Pension and Postretirement Expense

Pension expense for fiscal 2018, 2017 and 2016 was \$125,320 , \$622,302 (including the above noted settlement charge) and \$94,827 , respectively. Postretirement expense for fiscal 2018, 2017 and 2016 was not material to our Consolidated Financial Statements.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Benefit Obligation, Plan Assets and Funded Status

The changes in the benefit obligations, plan assets and funded status of our pension and postretirement benefit plans for fiscal 2018 and 2017 were as follows:

	Pension Plans				Postretirement Plans	
	August 31, 2018		August 31, 2017		August 31, 2018	August 31, 2017
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Reconciliation of benefit obligation						
Benefit obligation, beginning of year	\$ 342,863	\$ 1,816,462	\$ 2,030,006	\$ 1,758,110	\$ 529,680	\$ 500,964
Service cost	4,233	81,840	7,380	82,727	20,929	19,898
Interest cost	10,626	46,993	48,354	36,906	17,537	15,270
Participant contributions	—	12,189	—	11,832	—	—
Acquisitions/divestitures/transfers	—	(121)	—	15,664	—	—
Amendments	—	28,696	—	(847)	—	—
Curtailment	—	(4,946)	—	—	(2,782)	—
Pension settlement	4,289	(70,124)	(1,612,824)	—	—	—
Actuarial (gain) loss	(16,149)	(25,942)	(80,507)	(76,066)	(18,001)	5,084
Benefits paid	(13,946)	(69,841)	(49,546)	(47,233)	(10,499)	(13,047)
Exchange rate impact	—	(42,494)	—	35,369	(1,232)	1,511
Benefit obligation, end of year	\$ 331,916	\$ 1,772,712	\$ 342,863	\$ 1,816,462	\$ 535,632	\$ 529,680
Reconciliation of fair value of plan assets						
Fair value of plan assets, beginning of year	\$ 204,629	\$ 1,154,128	\$ 1,801,435	\$ 1,081,154	\$ 26,541	\$ 27,130
Actual return on plan assets	(5,278)	6,792	(63,919)	42,417	(505)	(38)
Acquisitions/divestitures/transfers	—	—	—	818	—	—
Employer contributions	20,882	109,292	129,483	67,300	13,176	12,496
Participant contributions	—	12,189	—	11,832	—	—
Pension settlement	4,289	(71,562)	(1,612,824)	—	—	—
Benefits paid	(13,946)	(69,841)	(49,546)	(47,233)	(10,499)	(13,047)
Exchange rate impact	—	(13,622)	—	(2,160)	—	—
Fair value of plan assets, end of year	\$ 210,576	\$ 1,127,376	\$ 204,629	\$ 1,154,128	\$ 28,713	\$ 26,541
Funded status, end of year	\$ (121,340)	\$ (645,336)	\$ (138,234)	\$ (662,334)	\$ (506,919)	\$ (503,139)
Amounts recognized in the Consolidated Balance Sheets						
Non-current assets	\$ 6,757	\$ 106,621	\$ 2,127	\$ 64,461	\$ —	\$ —
Current liabilities	(10,854)	(27,306)	(11,047)	(21,015)	(1,856)	(1,659)
Non-current liabilities	(117,243)	(724,651)	(129,314)	(705,780)	(505,063)	(501,480)
Funded status, end of year	\$ (121,340)	\$ (645,336)	\$ (138,234)	\$ (662,334)	\$ (506,919)	\$ (503,139)

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Accumulated Other Comprehensive Loss

The pre-tax accumulated net loss and prior service (credit) cost recognized in Accumulated other comprehensive loss as of August 31, 2018 and 2017 was as follows:

	Pension Plans				Postretirement Plans	
	August 31, 2018		August 31, 2017		August 31, 2018	August 31, 2017
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Net loss	\$ 105,580	\$ 357,250	\$ 112,015	\$ 386,428	\$ 114,827	\$ 142,197
Prior service (credit) cost	—	22,293	—	(5,222)	23,671	27,656
Accumulated other comprehensive loss, pre-tax	\$ 105,580	\$ 379,543	\$ 112,015	\$ 381,206	\$ 138,498	\$ 169,853

Funded Status for Defined Benefit Plans

The accumulated benefit obligation for defined benefit pension plans as of August 31, 2018 and 2017 was as follows:

	August 31, 2018		August 31, 2017	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
	Accumulated benefit obligation	\$ 325,152	\$ 1,614,649	\$ 333,588

The following information is provided for defined benefit pension plans and postretirement plans with projected benefit obligations in excess of plan assets and for defined benefit pension plans with accumulated benefit obligations in excess of plan assets as of August 31, 2018 and 2017 :

	Pension Plans				Postretirement Plans	
	August 31, 2018		August 31, 2017		August 31, 2018	August 31, 2017
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans	U.S. and Non-U.S. Plans
Projected benefit obligation in excess of plan assets						
Projected benefit obligation	\$ 128,097	\$ 1,009,762	\$ 342,863	\$ 1,037,634	\$ 535,632	\$ 529,680
Fair value of plan assets	—	257,805	202,502	310,839	28,713	26,541

	August 31, 2018		August 31, 2017	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
	Accumulated benefit obligation in excess of plan assets			
Accumulated benefit obligation	\$ 128,097	\$ 848,217	\$ 138,476	\$ 810,330
Fair value of plan assets	—	220,220	—	208,559

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Investment Strategies
U.S. Pension Plans

The overall investment objective of the defined benefit pension plans is to match the duration of the plans' assets to the plans' liabilities while managing risk in order to meet current defined benefit pension obligations. The plans' future prospects, their current financial conditions, our current funding levels and other relevant factors suggest that the plans can tolerate some interim fluctuations in market value and rates of return in order to achieve long-term objectives without undue risk to the plans' ability to meet their current benefit obligations. We recognize that asset allocation of the defined benefit pension plans' assets is an important factor in determining long-term performance. Actual asset allocations at any point in time may vary from the target asset allocations and will be dictated by current and anticipated market conditions, required cash flows and investment decisions of the investment committee and the pension plans' investment funds and managers. Ranges are established to provide flexibility for the asset allocation to vary around the targets without the need for immediate rebalancing.

Non-U.S. Pension Plans

Plan assets in non-U.S. defined benefit pension plans conform to the investment policies and procedures of each plan and to relevant legislation. The pension committee or trustee of each plan regularly, but at least annually, reviews the investment policy and the performance of the investment managers. In certain countries, the trustee is also required to consult with us. Asset allocation decisions are made to provide risk adjusted returns that align with the overall investment strategy for each plan. Generally, the investment return objective of each plan is to achieve a total annualized rate of return that exceeds inflation over the long term by an amount based on the target asset allocation mix of that plan. In certain countries, plan assets are invested in funds that are required to hold a majority of assets in bonds, with a smaller proportion in equities. Also, certain plan assets are entirely invested in contracts held with the plan insurer, which determines the strategy. Defined benefit pension plans in certain countries are unfunded.

Risk Management

Plan investments are exposed to risks including market, interest rate and operating risk. In order to mitigate significant concentrations of these risks, the assets are invested in a diversified portfolio primarily consisting of fixed income instruments and equities. To minimize asset volatility relative to the liabilities, plan assets allocated to debt securities appropriately match the duration of individual plan liabilities. Equities are diversified between U.S. and non-U.S. index funds and are intended to achieve long term capital appreciation. Plan asset allocation and investment managers' guidelines are reviewed on a regular basis.

Plan Assets

Our target allocation for fiscal 2019 and weighted-average plan assets allocations as of August 31, 2018 and 2017 by asset category for defined benefit pension plans were as follows:

Asset Category	2019 Target Allocation		2018		2017	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Equity securities	—%	26%	—%	20%	—%	30%
Debt securities	100	52	94	57	94	58
Cash and short-term investments	—	2	6	2	6	2
Insurance contracts	—	17	—	17	—	6
Other	—	3	—	4	—	4
Total	100%	100%	100%	100%	100%	100%

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
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Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

The three-level hierarchy of fair value measurements is based on whether the inputs to those measurements are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect our market assumptions. The fair-value hierarchy requires the use of observable market data when available and consists of the following levels:

- Level 1—Quoted prices for identical instruments in active markets;
- Level 2—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable in active markets; and
- Level 3—Valuations derived from valuation techniques in which one or more significant inputs are unobservable.

The fair values of defined benefit pension and postretirement plan assets as of August 31, 2018 were as follows:

Non-U.S. Plans

	Level 1	Level 2	Level 3	Total
Equity				
Mutual fund equity securities	\$ —	\$ 222,061	\$ —	\$ 222,061
Fixed Income				
Non-U.S. government debt securities	117,389	—	—	117,389
Mutual fund debt securities	4	535,092	—	535,096
Cash and short-term investments	17,687	5,502	—	23,189
Insurance contracts	—	72,820	114,960	187,780
Other	—	41,861	—	41,861
Total	\$ 135,080	\$ 877,336	\$ 114,960	\$ 1,127,376

There were no transfers between Levels 1 and 2 during fiscal 2018. The level 3 assets are invested in an insurance buy-in contract in a Non-U.S. plan. The fair value of the assets is set to an actuarially calculated present value of the underlying liabilities.

The U.S. Plans have \$239,289 in Level 2 assets, primarily made up of U.S. corporate debt securities of \$136,814 and U.S. government, state and local debt securities of \$58,239.

The following table provides a reconciliation of the beginning and ending balances of Level 3 assets for fiscal 2018:

Level 3 Assets	Fiscal 2018
Beginning balance	\$ —
Purchases, sales and settlements	130,543
Changes in fair value	(15,583)
Ending Balance	\$ 114,960

Expected Contributions

Generally, annual contributions are made at such times and in amounts as required by law and may, from time to time, exceed minimum funding requirements. We estimate we will pay approximately \$93,973 in fiscal 2019 related to contributions to our U.S. and non-U.S. defined benefit pension plans and benefit payments related to the unfunded frozen plan for former pre-incorporation partners. We have not determined whether we will make additional voluntary

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

contributions for our defined benefit pension plans. Our postretirement plan contributions in fiscal 2019 are not expected to be material to our Consolidated Financial Statements.

Estimated Future Benefit Payments

Benefit payments for defined benefit pension plans and postretirement plans, which reflect expected future service, as appropriate, are expected to be paid as follows:

	Pension Plans		Postretirement Plans
	U.S. Plans	Non-U.S. Plans	U.S. and Non-U.S. Plans
2019	\$ 14,168	\$ 61,593	\$ 14,052
2020	15,013	72,592	15,879
2021	15,795	82,049	17,811
2022	16,621	88,100	19,823
2023	17,317	103,213	22,458
2024-2028	96,921	522,427	150,083

Defined Contribution Plans

In the United States and certain other countries, we maintain and administer defined contribution plans for certain current, retired and resigned employees. Total expenses recorded for defined contribution plans were \$485,736 , \$454,124 and \$419,932 in fiscal 2018, 2017 and 2016 , respectively.

11. SHARE-BASED COMPENSATION
Share Incentive Plans

The Amended and Restated Accenture plc 2010 Share Incentive Plan, as amended and approved by our shareholders in 2018 (the "Amended 2010 SIP"), is administered by the Compensation Committee of the Board of Directors of Accenture and provides for the grant of nonqualified share options, incentive stock options, restricted share units and other share-based awards. A maximum of 99,000,000 Accenture plc Class A ordinary shares are currently authorized for awards under the Amended 2010 SIP. As of August 31, 2018 , there were 24,266,070 shares available for future grants. Accenture plc Class A ordinary shares covered by awards that terminate, lapse or are cancelled may again be used to satisfy awards under the Amended 2010 SIP. We issue new Accenture plc Class A ordinary shares and shares from treasury for shares delivered under the Amended 2010 SIP.

A summary of information with respect to share-based compensation is as follows:

	Fiscal		
	2018	2017	2016
Total share-based compensation expense included in Net income	\$ 976,908	\$ 795,235	\$ 758,176
Income tax benefit related to share-based compensation included in Net income (1)	404,124	349,114	236,423

(1) Prior to the adoption of ASU 2016-09 excess tax benefits for share-based compensation were not recognized in the provision for income taxes. Therefore, fiscal 2016 excludes \$92,285 of excess tax benefits from the income tax provision.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Restricted Share Units

Under the Amended 2010 SIP, participants may be, and previously under the predecessor 2001 Share Incentive Plan were, granted restricted share units, each of which represent an unfunded, unsecured right to receive an Accenture plc Class A ordinary share on the date specified in the participant's award agreement. The fair value of the awards is based on our stock price on the date of grant. The restricted share units granted under these plans are subject to cliff or graded vesting, generally ranging from two to seven years. For awards with graded vesting, compensation expense is recognized over the vesting term of each separately vesting portion. Compensation expense is recognized on a straight-line basis for awards with cliff vesting. Restricted share unit activity during fiscal 2018 was as follows:

	Number of Restricted Share Units	Weighted Average Grant-Date Fair Value
Nonvested balance as of August 31, 2017	21,029,042	\$ 101.88
Granted (1)	8,166,416	153.33
Vested (2)	(8,692,766)	96.86
Forfeited	(1,424,085)	109.83
Nonvested balance as of August 31, 2018	19,078,607	\$ 125.59

(1) The weighted average grant-date fair value for restricted share units granted for fiscal 2018, 2017 and 2016 was \$153.33 , \$117.72 and \$105.16 , respectively.

(2) The total grant-date fair value of restricted share units vested for fiscal 2018, 2017 and 2016 was \$842,002 , \$726,324 and \$796,620 , respectively.

As of August 31, 2018 , there was \$924,824 of total unrecognized restricted share unit compensation expense related to nonvested awards, which is expected to be recognized over a weighted average period of 1.2 years. As of August 31, 2018 , there were 598,447 restricted share units vested but not yet delivered as Accenture plc Class A ordinary shares.

Stock Options

There were no stock options granted during fiscal 2018, 2017 or 2016 . As of August 31, 2018 we had 12,274 stock options outstanding and exercisable at a weighted average exercise price of \$39.46 and a weighted average remaining contractual term of 1.2 years.

Employee Share Purchase Plan**2010 ESPP**

The Amended and Restated Accenture plc 2010 Employee Share Purchase Plan (the "2010 ESPP") is a nonqualified plan that provides eligible employees of Accenture plc and its designated affiliates with an opportunity to purchase Accenture plc Class A ordinary shares through payroll deductions. Under the 2010 ESPP, eligible employees may purchase Accenture plc Class A ordinary shares through the Employee Share Purchase Plan (the "ESPP") or the Voluntary Equity Investment Program (the "VEIP"). Under the ESPP, eligible employees may elect to contribute 1% to 10% of their eligible compensation during each semi-annual offering period (up to \$7.5 per offering period) to purchase Accenture plc Class A ordinary shares at a discount. Under the VEIP, eligible members of Accenture Leadership may elect to contribute up to 30% of their eligible compensation towards the monthly purchase of Accenture plc Class A ordinary shares at fair market value. At the end of the VEIP program year, Accenture Leadership participants who did not withdraw from the program will be granted restricted share units under the Amended 2010 SIP equal to 50% of the number of shares purchased during that year and held by the participant as of the grant date.

A maximum of 90,000,000 Accenture plc Class A ordinary shares may be issued under the 2010 ESPP. As of August 31, 2018 , we had issued 54,111,908 Accenture plc Class A ordinary shares under the 2010 ESPP. We issued 5,428,356 , 6,103,977 and 5,850,113 shares to employees in fiscal 2018, 2017 and 2016 , respectively, under the 2010 ESPP.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)**12. SHAREHOLDERS' EQUITY****Accenture plc****Ordinary Shares**

We have 40,000 authorized ordinary shares, par value €1 per share. Each ordinary share of Accenture plc entitles its holder to receive payments upon a liquidation of Accenture plc; however a holder of an ordinary share is not entitled to vote on matters submitted to a vote of shareholders of Accenture plc or to receive dividends.

Class A Ordinary Shares

An Accenture plc Class A ordinary share entitles its holder to one vote per share, and holders of those shares do not have cumulative voting rights. Each Class A ordinary share entitles its holder to a pro rata part of any dividend at the times and in the amounts, if any, which Accenture plc's Board of Directors from time to time determines to declare, subject to any preferred dividend rights attaching to any preferred shares. Each Class A ordinary share is entitled on a winding-up of Accenture plc to be paid a pro rata part of the value of the assets of Accenture plc remaining after payment of its liabilities, subject to any preferred rights on liquidation attaching to any preferred shares.

Class X Ordinary Shares

Most of our partners who received Accenture Canada Holdings Inc. exchangeable shares in connection with our transition to a corporate structure received a corresponding number of Accenture plc Class X ordinary shares. An Accenture plc Class X ordinary share entitles its holder to one vote per share, and holders of those shares do not have cumulative voting rights. A Class X ordinary share does not entitle its holder to receive dividends, and holders of those shares are not entitled to be paid any amount upon a winding-up of Accenture plc. Accenture plc may redeem, at its option, any Class X ordinary share for a redemption price equal to the par value of the Class X ordinary share. Accenture plc has separately agreed with the original holders of Accenture Canada Holdings Inc. exchangeable shares not to redeem any Class X ordinary share of such holder if the redemption would reduce the number of Class X ordinary shares held by that holder to a number that is less than the number of Accenture Canada Holdings Inc. exchangeable shares owned by that holder, as the case may be. Accenture plc will redeem Class X ordinary shares upon the redemption or exchange of Accenture Canada Holdings Inc. exchangeable shares so that the aggregate number of Class X ordinary shares outstanding at any time does not exceed the aggregate number of Accenture Canada Holdings Inc. exchangeable shares outstanding. Class X ordinary shares are not transferable without the consent of Accenture plc.

Equity of Subsidiaries Redeemable or Exchangeable for Accenture plc Class A Ordinary Shares**Accenture Canada Holdings Inc. Exchangeable Shares**

Partners resident in Canada and New Zealand received Accenture Canada Holdings Inc. exchangeable shares in connection with our transition to a corporate structure. Holders of Accenture Canada Holdings Inc. exchangeable shares may exchange their shares for Accenture plc Class A ordinary shares at any time on a one-for-one basis. We may, at our option, satisfy this exchange with cash at a price per share generally equal to the market price of an Accenture plc Class A ordinary share at the time of the exchange. Each exchangeable share of Accenture Canada Holdings Inc. entitles its holder to receive distributions equal to any distributions to which an Accenture plc Class A ordinary share entitles its holder.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

13. MATERIAL TRANSACTIONS AFFECTING SHAREHOLDERS' EQUITY
Share Purchases and Redemptions

The Board of Directors of Accenture plc has authorized funding for our publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares and for purchases and redemptions of Accenture plc Class A ordinary shares and Accenture Canada Holdings Inc. exchangeable shares, and prior to March 13, 2018, Accenture Holdings plc ordinary shares, held by current and former members of Accenture Leadership and their permitted transferees. As of August 31, 2018, our aggregate available authorization was \$950,443 for our publicly announced open-market share purchase and these other share purchase programs.

Our share purchase activity during fiscal 2018 was as follows:

	Accenture plc Class A Ordinary Shares		Accenture Holdings plc Ordinary Shares and Accenture Canada Holdings Inc. Exchangeable Shares (3)	
	Shares	Amount	Shares	Amount
Open-market share purchases (1)	13,618,163	\$ 2,083,762	—	\$ —
Other share purchase programs	—	—	571,134	85,010
Other purchases (2)	3,088,027	470,322	—	—
Total	16,706,190	\$ 2,554,084	571,134	\$ 85,010

- (1) We conduct a publicly announced open-market share purchase program for Accenture plc Class A ordinary shares. These shares are held as treasury shares by Accenture plc and may be utilized to provide for select employee benefits, such as equity awards to our employees.
- (2) During fiscal 2018, as authorized under our various employee equity share plans, we acquired Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under those plans. These purchases of shares in connection with employee share plans do not affect our aggregate available authorization for our publicly announced open-market share purchase and the other share purchase programs.
- (3) In connection with the internal merger described in Note 1 (Summary of Significant Accounting Policies) in which Accenture Holdings plc merged with and into Accenture plc, shareholders of Accenture Holdings plc received one Class A ordinary share of Accenture plc for each share of Accenture Holdings plc that they owned, after which Accenture Holdings plc ceased to exist. Accordingly, as of March 13, 2018, there were no longer any ordinary shares of Accenture Holdings plc outstanding.

Other Share Redemptions

During fiscal 2018, we issued 25,906,176 Accenture plc Class A ordinary shares. The merger, described in Note 1 (Summary of Significant Accounting Policies) resulted in 25,554,372 Accenture plc Class A ordinary shares being issued in exchange for Accenture Holdings plc shares on March 13, 2018. Additionally, prior to the merger, we issued 351,804 Accenture plc Class A ordinary shares upon redemptions of an equivalent number of Accenture Holdings plc ordinary shares pursuant to a registration statement on Form S-3 (the "registration statement"). Under the registration statement we, at our option, could issue freely tradable Accenture plc Class A ordinary shares in lieu of cash upon redemptions of Accenture Holdings plc ordinary shares held by current and former members of Accenture Leadership and their permitted transferees. In connection with the merger of Accenture Holdings plc with and into Accenture plc, we have terminated the registration statement.

Cancellation of Treasury Shares

During fiscal 2018, we cancelled 11,620,621 Accenture plc Class A ordinary shares that were held as treasury shares and had an aggregate cost of \$1,582,067. The effect of the cancellation of these treasury shares was recognized in Class A ordinary shares and Additional paid-in capital with the residual recorded in Retained earnings. There was no effect on total shareholders' equity as a result of this cancellation.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Dividends

Our dividend activity during fiscal 2018 was as follows:

Dividend Payment Date	Dividend Per Share	Accenture plc Class A Ordinary Shares		Accenture Holdings plc Ordinary Shares and Accenture Canada Holdings Inc. Exchangeable Shares (1)		Total Cash Outlay
		Record Date	Cash Outlay	Record Date	Cash Outlay	
November 15, 2017	\$ 1.33	October 19, 2017	\$ 817,241	October 17, 2017	\$ 36,373	\$ 853,614
May 15, 2018	1.33	April 12, 2018	853,831	April 10, 2018	1,279	855,110
Total Dividends			\$ 1,671,072		\$ 37,652	\$ 1,708,724

- (1) The dividend for the three months ended May 31, 2018 included payments made to holders of Accenture Canada Holdings Inc. exchangeable shares while the dividend for the three months ended November 30, 2017 included payments made to holders of both Accenture Holdings plc ordinary shares and Accenture Canada Holdings Inc. exchangeable shares. See Note 1 (Summary of Significant Accounting Policies) for additional information on Accenture Holdings plc.

The payment of the cash dividends also resulted in the issuance of an immaterial number of additional restricted share units to holders of restricted share units.

Subsequent Events

On September 26, 2018, the Board of Directors of Accenture plc declared a semi-annual cash dividend of \$1.46 per share on its Class A ordinary shares for shareholders of record at the close of business on October 18, 2018 payable on November 15, 2018. The payment of the cash dividends will result in the issuance of an immaterial number of additional restricted share units to holders of restricted share units. In addition, on September 27, 2018, we announced that we are changing the frequency of any cash dividend payments to shareholders during fiscal 2020 from semi-annual to quarterly.

On September 26, 2018, the Board of Directors of Accenture plc approved \$5,000,000 in additional share repurchase authority bringing Accenture's total outstanding authority to \$5,950,443.

14. LEASE COMMITMENTS

We have operating leases, principally for office space, with various renewal options. Substantially all operating leases are non-cancelable or cancelable only by the payment of penalties. Rental expense in agreements with rent holidays and scheduled rent increases is recorded on a straight-line basis over the lease term. Rental expense, including operating costs and taxes, and sublease income from third parties during fiscal 2018, 2017 and 2016 was as follows:

	Fiscal		
	2018	2017	2016
Rental expense	\$ 653,531	\$ 617,014	\$ 578,149
Sublease income from third parties	(28,219)	(28,992)	(26,403)

Future minimum rental commitments under non-cancelable operating leases as of August 31, 2018 were as follows:

	Operating Lease Payments	Operating Sublease Income
2019	\$ 598,483	\$ (28,083)
2020	543,125	(24,115)
2021	474,478	(17,221)
2022	411,002	(7,932)
2023	338,630	(7,661)
Thereafter	1,285,763	(40,286)
	<u>\$ 3,651,481</u>	<u>\$ (125,298)</u>

15. COMMITMENTS AND CONTINGENCIES

Commitments

We have the right to purchase at fair value, or if certain events occur may be required to purchase at fair value, the outstanding shares of our SinnerSchrader AG subsidiary. As of August 31, 2018, the fair value of the redeemable common stock of SinnerSchrader AG of \$46,703 was included in Other accrued liabilities in the Consolidated Balance Sheets.

During fiscal 2018, we purchased shares related to the remaining outstanding redeemable common stock and options on redeemable common stock of our Avanade Inc. subsidiary and eliminated the liability, which was \$52,996 as of August 31, 2017 and was included in Other accrued liabilities in the Consolidated Balance Sheets.

Indemnifications and Guarantees

In the normal course of business and in conjunction with certain client engagements, we have entered into contractual arrangements through which we may be obligated to indemnify clients with respect to certain matters. These arrangements with clients can include provisions whereby we have joint and several liability in relation to the performance of certain contractual obligations along with third parties also providing services and products for a specific project. In addition, our consulting arrangements may include warranty provisions that our solutions will substantially operate in accordance with the applicable system requirements. Indemnification provisions are also included in arrangements under which we agree to hold the indemnified party harmless with respect to third-party claims related to such matters as title to assets sold or licensed or certain intellectual property rights.

Typically, we have contractual recourse against third parties for certain payments we made in connection with arrangements where third-party nonperformance has given rise to the client's claim. Payments we made under any of the arrangements described above are generally conditioned on the client making a claim, which may be disputed by us typically under dispute resolution procedures specified in the particular arrangement. The limitations of liability under these arrangements may be expressly limited or may not be expressly specified in terms of time and/or amount.

As of August 31, 2018 and 2017, our aggregate potential liability to our clients for expressly limited guarantees involving the performance of third parties was approximately \$782,000 and \$697,000, respectively, of which all but approximately \$130,000 and \$149,000, respectively, may be recovered from the other third parties if we are obligated to make payments to the indemnified parties as a consequence of a performance default by the other third parties. For arrangements with unspecified limitations, we cannot reasonably estimate the aggregate maximum potential liability, as it is inherently difficult to predict the maximum potential amount of such payments, due to the conditional nature and unique facts of each particular arrangement.

To date, we have not been required to make any significant payment under any of the arrangements described above. We have assessed the current status of performance/payment risk related to arrangements with limited guarantees, warranty obligations, unspecified limitations and/or indemnification provisions and believe that any potential payments would be immaterial to the Consolidated Financial Statements, as a whole.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Legal Contingencies

As of August 31, 2018, we or our present personnel had been named as a defendant in various litigation matters. We and/or our personnel also from time to time are involved in investigations by various regulatory or legal authorities concerning matters arising in the course of our business around the world. Based on the present status of these matters, management believes the range of reasonably possible losses in addition to amounts accrued, net of insurance recoveries, will not have a material effect on our results of operations or financial condition.

16. SEGMENT REPORTING

Operating segments are components of an enterprise where separate financial information is available that is evaluated regularly by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance.

Our chief operating decision makers are our Chief Executive Officer and Chief Financial Officer. Our operating segments are managed separately because each operating segment represents a strategic business unit providing consulting and outsourcing services to clients in different industries.

Our reportable operating segments are the five operating groups, which are Communications, Media & Technology, Financial Services, Health & Public Service, Products and Resources. Information regarding our reportable operating segments is as follows:

<u>Fiscal</u>		Communications, Media & Technology	Financial Services	Health & Public Service	Products	Resources	Other (3)	Total
<u>2018</u>								
Net revenues	\$	8,030,775	\$ 8,237,982	\$ 6,688,467	\$ 10,854,339	\$ 5,657,178	\$ 104,709	\$ 39,573,450
Depreciation and amortization (1)		176,232	161,451	171,084	271,853	146,156	—	926,776
Operating income		1,368,142	1,352,870	755,559	1,649,785	714,685	—	5,841,041
Net assets as of August 31 (2)		984,345	23,666	989,150	1,571,620	1,046,216	153,725	4,768,722
<u>2017</u>								
Net revenues	\$	6,884,738	\$ 7,393,945	\$ 6,177,846	\$ 9,500,451	\$ 4,847,073	\$ 46,129	\$ 34,850,182
Depreciation and amortization (1)		148,690	147,343	143,659	228,400	133,697	—	801,789
Operating income		1,048,786	1,207,391	772,785	1,558,680	554,760	(509,793)	4,632,609
Net assets as of August 31 (2)		916,325	155,386	911,605	1,299,898	953,820	112,264	4,349,298
<u>2016</u>								
Net revenues	\$	6,615,717	\$ 7,031,053	\$ 5,986,878	\$ 8,395,038	\$ 4,838,963	\$ 15,074	\$ 32,882,723
Depreciation and amortization (1)		141,356	139,518	134,788	206,806	106,584	—	729,052
Operating income		965,574	1,127,750	807,012	1,282,461	627,648	—	4,810,445
Net assets as of August 31 (2)		923,764	123,827	892,569	1,281,551	820,273	(137,761)	3,904,223

- (1) Amounts include depreciation on property and equipment and amortization of intangible assets controlled by each operating segment, as well as an allocation for amounts they do not directly control.
- (2) We do not allocate total assets by operating segment. Operating segment assets directly attributed to an operating segment and provided to the chief operating decision makers include receivables from clients, current and non-current unbilled services, deferred contract costs and current and non-current deferred revenues.
- (3) Other operating income for fiscal 2017 represents the pension settlement charge.

The accounting policies of the operating segments are the same as those described in Note 1 (Summary of Significant Accounting Policies) to these Consolidated Financial Statements.

ACCENTURE PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Revenues are attributed to geographic regions and countries based on where client services are supervised. Information regarding geographic regions and countries is as follows:

<u>Fiscal</u>	North America	Europe	Growth Markets	Total
<u>2018</u>				
Net revenues	\$ 17,849,010	\$ 14,111,622	\$ 7,612,818	\$ 39,573,450
Reimbursements	927,266	738,062	364,650	2,029,978
Revenues	<u>18,776,276</u>	<u>14,849,684</u>	<u>7,977,468</u>	<u>41,603,428</u>
Property and equipment, net as of August 31	375,237	319,487	569,296	1,264,020
<u>2017</u>				
Net revenues	\$ 16,290,842	\$ 12,002,025	\$ 6,557,315	\$ 34,850,182
Reimbursements	963,911	625,073	326,312	1,915,296
Revenues	<u>17,254,753</u>	<u>12,627,098</u>	<u>6,883,627</u>	<u>36,765,478</u>
Property and equipment, net as of August 31	274,463	294,154	571,981	1,140,598
<u>2016</u>				
Net revenues	\$ 15,653,290	\$ 11,512,434	\$ 5,716,999	\$ 32,882,723
Reimbursements	970,248	637,212	307,478	1,914,938
Revenues	<u>16,623,538</u>	<u>12,149,646</u>	<u>6,024,477</u>	<u>34,797,661</u>
Property and equipment, net as of August 31	244,351	220,500	491,691	956,542

Our business in the United States represented 43%, 45% and 46% of our consolidated net revenues during fiscal 2018, 2017 and 2016, respectively. No other country individually comprised 10% or more of our consolidated net revenues during these periods. Business in Ireland, our country of domicile, represented approximately 1% of our consolidated net revenues during each of fiscal 2018, 2017 and 2016.

We conduct business in Ireland and in the following countries that hold 10% or more of our total consolidated Property and equipment, net:

	August 31, 2018	August 31, 2017	August 31, 2016
United States	27%	23%	25%
India	19	25	25
Ireland	7	5	4

Revenues by type of work were as follows:

	Fiscal		
	2018	2017	2016
Consulting	\$ 21,573,983	\$ 18,753,796	\$ 17,867,891
Outsourcing	17,999,467	16,096,386	15,014,832
Net revenues	<u>39,573,450</u>	<u>34,850,182</u>	<u>32,882,723</u>
Reimbursements	2,029,978	1,915,296	1,914,938
Revenues	<u>\$ 41,603,428</u>	<u>\$ 36,765,478</u>	<u>\$ 34,797,661</u>

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

17. QUARTERLY DATA (unaudited)

Fiscal 2018	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Annual
Net revenues	\$ 9,523,222	\$ 9,585,442	\$ 10,314,999	\$ 10,149,787	\$ 39,573,450
Reimbursements	531,271	482,390	523,855	492,462	2,029,978
Revenues	10,054,493	10,067,832	10,838,854	10,642,249	41,603,428
Cost of services before reimbursable expenses	6,470,962	6,737,048	6,995,871	6,926,656	27,130,537
Reimbursable expenses	531,271	482,390	523,855	492,462	2,029,978
Cost of services	7,002,233	7,219,438	7,519,726	7,419,118	29,160,515
Operating income	1,485,880	1,282,764	1,619,726	1,452,671	5,841,041
Net income	1,188,542	919,540	1,058,141	1,048,371	4,214,594
Net income attributable to Accenture plc	1,123,660	863,703	1,043,020	1,029,524	4,059,907
Weighted average Class A ordinary shares:					
—Basic	615,835,525	617,854,667	639,217,344	640,575,241	628,451,742
—Diluted	656,672,417	656,118,796	654,600,026	653,960,751	655,296,150
Earnings per Class A ordinary share:					
—Basic	\$ 1.82	\$ 1.40	\$ 1.63	\$ 1.61	\$ 6.46
—Diluted	1.79	1.37	1.60	1.58	6.34
Ordinary share price per share:					
—High	\$ 148.60	\$ 165.58	\$ 164.30	\$ 169.92	\$ 169.92
—Low	129.10	145.75	146.05	155.30	129.10

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Fiscal 2017	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Annual
Net revenues	\$ 8,515,517	\$ 8,317,671	\$ 8,867,036	\$ 9,149,958	\$ 34,850,182
Reimbursements	490,086	444,511	489,751	490,948	1,915,296
Revenues	9,005,603	8,762,182	9,356,787	9,640,906	36,765,478
Cost of services before reimbursable expenses	5,785,485	5,813,515	5,957,405	6,263,285	23,819,690
Reimbursable expenses	490,086	444,511	489,751	490,948	1,915,296
Cost of services	6,275,571	6,258,026	6,447,156	6,754,233	25,734,986
Operating income	1,331,959	1,138,653	865,435	1,296,562	4,632,609
Net income	1,059,749	887,208	704,801	983,174	3,634,932
Net income attributable to Accenture plc	1,004,476	838,752	669,468	932,453	3,445,149
Weighted average Class A ordinary shares:					
—Basic	621,569,764	621,999,948	619,436,804	617,515,125	620,104,250
—Diluted	663,752,830	661,079,375	658,770,425	658,384,196	660,463,227
Earnings per Class A ordinary share:					
—Basic	\$ 1.62	\$ 1.35	\$ 1.08	\$ 1.51	\$ 5.56
—Diluted	1.58	1.33	1.05	1.48	5.44
Ordinary share price per share:					
—High	\$ 124.96	\$ 125.72	\$ 126.53	\$ 130.92	\$ 130.92
—Low	108.83	112.31	114.82	119.10	108.83

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is entered into as of [] (the "Effective Date") between (a) Accenture Inc., a Delaware corporation and a direct, controlled subsidiary of Accenture plc (the "Indemnitor"), and (b) [] (the "Indemnitee").

RECITALS

WHEREAS, Accenture plc, a public limited company organized under the laws of the Republic of Ireland ("Accenture"), is the ultimate parent company of the Indemnitor and a direct or indirect stockholder of the Indemnitor (as the case may be from time to time);

WHEREAS, the Indemnitor desires to ensure that Accenture benefits from the services of highly competent persons such as the Indemnitee;

WHEREAS, Accenture and the Indemnitor believe that in order to attract and retain highly competent persons such as the Indemnitee to serve as directors and officers, it is appropriate to provide such persons with adequate protection through indemnification and advancement against risks of claims and actions against them arising out of their service to and activities on behalf of Accenture;

WHEREAS, Accenture and the Indemnitor have requested that the Indemnitee serve and continue to serve as a director or officer of Accenture and in any other capacity with respect to Accenture as Accenture may request; and

WHEREAS, Accenture desires to have the Indemnitee serve and continue to serve as a director or officer of Accenture and in any other capacity with respect to Accenture as Accenture may request, and the Indemnitee desires to be indemnified by the Indemnitor and has agreed to serve and continue to serve Accenture in reliance upon the Indemnitor's promise to provide indemnification and other protections to the Indemnitee on the basis hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the Indemnitee's continued service as a director or officer of Accenture, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement:

(a) A "Change in Control" will be deemed to have occurred if, with respect to any particular 24-month period, the individuals who, at the beginning of such 24-month period, constituted the Board of Directors of Accenture (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors; provided, however, that any individual becoming a director subsequent to the beginning of such 24-month period whose election, or nomination for election by the shareholders of Accenture, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors.

(b) "Company" means Accenture and any of its subsidiaries, including the Indemnitor.

(c) “ Disinterested Director ” means a director of Accenture, in Accenture’s capacity as the ultimate parent company and a direct or indirect stockholder of the Indemnitor, who is not or was not a party to the Proceeding in respect of which indemnification is being sought by the Indemnitee from the Indemnitor, and the “ Board of Directors ” means the Board of Directors of Accenture, acting on behalf of Accenture in Accenture’s capacity as the ultimate parent company and a direct or indirect stockholder of the Indemnitor.

(d) “ Enterprise ” means any other corporation, partnership, joint venture, trust, or other enterprise, including an employee benefit plan, but not including Accenture or any subsidiary of Accenture, that the Indemnitee, while a director, officer, employee, agent, or trustee of Accenture, is or was serving at the request of Accenture as a director, officer, employee, agent, or trustee.

(e) “ Expenses ” includes, without limitation, expenses incurred in connection with the defense or settlement of any action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative, or legislative hearing, or any other threatened, pending, or completed proceeding, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative, or other nature, attorneys’ fees, witness fees and expenses, fees and expenses of accountants and other advisors, retainers and disbursements and advances thereon, the premium, security for, and other costs relating to any bond (including cost bonds, appraisal bonds, or their equivalents), and any expenses of establishing a right to indemnification or advancement under Sections 9, 11, 13, and 16 hereof, but shall not include the amount of judgments, fines, ERISA excise taxes, or penalties actually levied against the Indemnitee, or any amounts paid in settlement by or on behalf of the Indemnitee.

(f) “ Independent Counsel ” means a law firm or a member of a law firm that neither is presently nor in the past five years has been retained to represent (i) the Company or the Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a request for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee’s right to indemnification under this Agreement.

(g) “ Proceeding ” means any action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative, or legislative hearing, or any other threatened, pending, or completed proceeding, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative, or other nature, to which the Indemnitee was or is a party or is threatened to be made a party or is otherwise involved in by reason of the fact that the Indemnitee is or was a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee of the Company is or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another Enterprise, or by reason of anything done or not done by the Indemnitee in any such capacity, whether or not the Indemnitee is serving in such capacity at the time any expense, liability, or loss is incurred for which indemnification or advancement can be provided under this Agreement.

2. Service by the Indemnitee. The Indemnitee shall serve and/or continue to serve as a director or officer of Accenture faithfully and to the best of the Indemnitee’s ability so long as the Indemnitee is duly elected or appointed and until such time as the Indemnitee’s successor is elected and qualified or the Indemnitee is removed as permitted by applicable law or resigns. By entering into this Agreement, the Indemnitee is deemed to be serving at the request of Accenture and the Indemnitor, which are deemed to be requesting such service.

3. Indemnification and Advancement of Expenses. The Indemnitor shall indemnify and hold harmless the Indemnitee, and shall pay to the Indemnitee in advance of the final disposition of any Proceeding all Expenses incurred by the Indemnitee in defending any such Proceeding, to the fullest

extent authorized by the Delaware General Corporation Law (the "DGCL"), as the same exists or may hereafter be amended, all on the terms and conditions set forth in this Agreement. Without diminishing the scope of the rights provided by this Section, the rights of the Indemnitee to indemnification and advancement of Expenses provided hereunder shall include but shall not be limited to those rights hereinafter set forth, except that no indemnification or advancement of Expenses shall be paid to the Indemnitee:

(a) to the extent expressly prohibited by applicable law;

(b) for and to the extent that payment is actually made to the Indemnitee under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, provision of the governing documents, or agreement of the Company (and the Indemnitee shall reimburse the Company for any amounts paid by the Company and subsequently so recovered by the Indemnitee); or

(c) in connection with an action, suit, or proceeding, or part thereof voluntarily initiated by the Indemnitee (including claims and counterclaims, whether such counterclaims are asserted by (i) the Indemnitee, or (ii) the Company in an action, suit, or proceeding initiated by the Indemnitee), except a judicial proceeding pursuant to Section 11 to enforce rights under this Agreement, unless the action, suit, or proceeding, or part thereof, was authorized or ratified by Accenture, in its capacity as the ultimate parent company and a direct or indirect stockholder of the Indemnitor, in a decision by the Board of Directors of Accenture, or the Board of Directors otherwise determines that indemnification or advancement of Expenses is appropriate in such instance.

4. Third-Party Actions or Proceedings. Except as limited by Section 3 above, the Indemnitee shall be entitled to the indemnification rights provided in this Section if the Indemnitee was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any Proceeding (other than an action by or in the right of the Company) by reason of the fact that the Indemnitee is or was a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee of the Company is or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another Enterprise, or by reason of anything done or not done by the Indemnitee in any such capacity. Pursuant to this Section, the Indemnitee shall be indemnified against all expense, liability, and loss (including judgments, fines, ERISA excise taxes, penalties, amounts paid in settlement by or on behalf of the Indemnitee, and Expenses) actually and reasonably incurred by the Indemnitee in connection with such Proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful.

5. Proceedings by or in the Right of the Company. Except as limited by Section 3 above, the Indemnitee shall be entitled to the indemnification rights provided in this Section if the Indemnitee was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any Proceeding brought by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Indemnitee is or was a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee of the Company is or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another Enterprise, or by reason of anything done or not done by the Indemnitee in any such capacity. Pursuant to this Section, the Indemnitee shall be indemnified against all Expenses if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, that no such indemnification shall be made in respect of any claim, issue, or matter as to which the DGCL expressly prohibits such indemnification by reason of any adjudication of liability of the Indemnitee to the Company, unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is entitled to indemnification for such expense, liability, and loss as such court shall deem proper.

6. Indemnification for Costs, Charges, and Expenses of Successful Party. Notwithstanding any limitations of Sections 3(c), 4, and 5 above, to the extent that the Indemnitee has been successful, on the merits or otherwise, in whole or in part, in defense of any Proceeding, or in defense of any claim, issue, or matter therein, including, without limitation, the dismissal of any action without prejudice, or if it is ultimately determined, by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal, that the Indemnitee is otherwise entitled to be indemnified against Expenses, the Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee in connection therewith.

7. Partial Indemnification. If the Indemnitee is entitled under any provision of this Agreement to indemnification for some or a portion of the expense, liability, and loss (including judgments, fines, ERISA excise taxes, penalties, amounts paid in settlement by or on behalf of the Indemnitee, and Expenses) actually and reasonably incurred in connection with any Proceeding, or in connection with any judicial proceeding pursuant to Section 11 to enforce rights under this Agreement, but not, however, for all of the total amount thereof, the Indemnitor shall nevertheless indemnify the Indemnitee for the portion of such expense, liability, and loss actually and reasonably incurred to which the Indemnitee is entitled.

8. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the maximum extent permitted by the DGCL, the Indemnitee shall be entitled to indemnification against all Expenses actually and reasonably incurred by the Indemnitee or on the Indemnitee's behalf if the Indemnitee appears as a witness or otherwise incurs legal expenses as a result of or related to the Indemnitee's service as a director, officer, employee, agent, or trustee of the Company, in any threatened, pending, or completed action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative, or legislative hearing, or any other threatened, pending, or completed proceeding, whether of a civil, criminal, administrative, legislative, investigative, or other nature, to which the Indemnitee neither is, nor is threatened to be made, a party.

9. Determination of Entitlement to Indemnification. To receive indemnification under this Agreement, the Indemnitee shall submit a written request to the Company, to the attention of an appropriate individual designated from time to time. Such request shall include documentation or information that is necessary for such determination and is reasonably available to the Indemnitee. Upon receipt by the Company of a written request by the Indemnitee for indemnification, the entitlement of the Indemnitee to indemnification from the Indemnitor pursuant to the terms of this Agreement, to the extent not required pursuant to the terms of Section 6 or Section 8 of this Agreement, shall be determined by Accenture, in its capacity as the ultimate parent company and a direct or indirect stockholder of the Indemnitor, in a decision by the following person or persons who shall be empowered to make such determination (as selected by the Board of Directors, except with respect to Section 9(d) below): (a) the Board of Directors of Accenture by a majority vote of Disinterested Directors, whether or not such majority constitutes a quorum; (b) a committee of Disinterested Directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum; (c) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the Indemnitee; or (d) in the event that a Change in Control has occurred, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the Indemnitee. Such Independent Counsel shall be selected by Accenture, in a decision by the Board of Directors, and approved by the Indemnitee, except that in the event that a Change in Control has occurred, Independent Counsel shall be selected by the Indemnitee. Upon failure of the Board of Directors so to select such Independent Counsel or upon failure of the Indemnitee so to approve (or so to select, in the event a Change in Control has occurred), such Independent Counsel shall be selected upon application to a court of competent jurisdiction. The determination of entitlement to indemnification shall be made and, unless a contrary determination is made, such indemnification shall be paid in full not later than 60 calendar days after receipt by the Company of a written request for indemnification. If it shall be determined that the Indemnitee is entitled to indemnification as to part (but not all) of the application for indemnification, such partial indemnification shall be reasonably prorated among the claims, issues, or matters at issue at the time of the determination.

10. Presumptions and Effect of Certain Proceedings . Upon making a request for indemnification, the Indemnitee shall be presumed to be entitled to indemnification hereunder and the Indemnitor shall have the burden of proof in making any determination contrary to such presumption. If the requested determination with respect to indemnification has not been made within 60 calendar days after receipt by the Company of such request, a requisite determination of entitlement to indemnification shall be deemed to have been made and the Indemnitee shall be absolutely entitled to such indemnification, absent actual fraud in the request for indemnification. The termination of any Proceeding described in Sections 4 or 5 by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself (a) create a presumption that the Indemnitee did not act in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had reasonable cause to believe his or her conduct was unlawful or (b) otherwise adversely affect the rights of the Indemnitee to indemnification except as may be provided herein.

11. Remedies of the Indemnitee in Cases of Determination Not to Indemnify or to Advance Expenses: Right to Bring Suit . In the event that a determination is made that the Indemnitee is not entitled to indemnification hereunder or if payment is not timely made following a determination of entitlement to indemnification pursuant to Sections 9 and 10, or if an advancement of Expenses is not timely made pursuant to Section 16, the Indemnitee may at any time thereafter bring suit seeking an adjudication of entitlement to such indemnification or advancement of Expenses, and any such suit shall be brought in the Court of Chancery of the State of Delaware. The Indemnitor shall not oppose the Indemnitee's right to seek any such adjudication. In any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an advancement of Expenses), it shall be a defense that the Indemnitee has not met any applicable standard of conduct for indemnification set forth in the DGCL, including the standard described in Section 4 or 5, as applicable. Further, in any suit brought by the Indemnitor to recover an advancement of Expenses pursuant to the terms of an undertaking, the Indemnitor shall be entitled to recover such Expenses upon a final judicial decision of a court of competent jurisdiction from which there is no further right to appeal that the Indemnitee has not met the standard of conduct described above. Neither the failure of the Indemnitor to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the standard of conduct described above, nor an actual determination by the Indemnitor that the Indemnitee has not met the standard of conduct described above shall create a presumption that the Indemnitee has not met the standard of conduct described above, or, in the case of such a suit brought by the Indemnitee, be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of Expenses hereunder, or brought by the Indemnitor to recover an advancement of Expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Section 11 or otherwise shall be on the Indemnitor. If a determination is made or deemed to have been made pursuant to the terms of Section 9 or 10 that the Indemnitee is entitled to indemnification, the Indemnitor shall be bound by such determination and are precluded from asserting that such determination has not been made or that the procedure by which such determination was made is not valid, binding, and enforceable. The Indemnitor further agrees to stipulate in any court pursuant to this Section 11 that it is bound by all the provisions of this Agreement and is precluded from making any assertions to the contrary. If the court shall determine that the Indemnitee is entitled to any indemnification or advancement of Expenses hereunder, the Indemnitor shall pay all Expenses actually and reasonably incurred by the Indemnitee in connection with such adjudication (including, but not limited to, any appellate proceedings) to the fullest extent permitted by law, and in any suit brought by the Indemnitor to recover an advancement of Expenses pursuant to the terms of an undertaking, the Indemnitor shall pay all Expenses actually and reasonably incurred by the Indemnitee in connection with such suit to the extent the Indemnitee has been successful, on the merits or otherwise, in whole or in part, in defense of such suit, to the fullest extent permitted by law.

12. Non-Exclusivity of Rights . The rights to indemnification and to the advancement of Expenses provided by this Agreement shall not be deemed exclusive of any other right that the

Indemnitee may now or hereafter acquire under any applicable law, agreement, vote of stockholders or Disinterested Directors, provisions of any governing documents (including those of the Company and the Indemnitor), or otherwise.

13. Expenses to Enforce Agreement. In the event that the Indemnitee is subject to or intervenes in any action, suit, or proceeding in which the validity or enforceability of this Agreement is at issue or seeks an adjudication to enforce the Indemnitee's rights under, or to recover damages for breach of, this Agreement, the Indemnitee, if the Indemnitee prevails in whole or in part in such action, suit, or proceeding, shall be entitled to recover from the Indemnitor and shall be indemnified by the Indemnitor against any Expenses actually and reasonably incurred by the Indemnitee in connection therewith.

14. Continuation of Indemnity. All agreements and obligations of the Indemnitor contained herein shall continue during the period the Indemnitee is a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee is serving at the request of the Company as a director, officer, employee, agent, or trustee of another Enterprise, and shall continue thereafter with respect to any possible claims based on the fact that the Indemnitee was a director, officer, employee, agent, or trustee of the Company or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another Enterprise. This Agreement shall be binding upon all successors and assigns of the Indemnitor (including any transferee of all or substantially all of its assets and any successor by merger or operation of law) and shall inure to the benefit of the Indemnitee's heirs, executors, and administrators.

15. Notification and Defense of Proceeding. Promptly after receipt by the Indemnitee of notice of any Proceeding, the Indemnitee shall, if a request for indemnification or an advancement of Expenses in respect thereof is to be made under this Agreement, notify the Company in writing of the commencement thereof (with such notice directed to the attention of an appropriate individual designated from time to time); but the omission so to notify the Company shall not relieve the Indemnitor from any liability that it may have to the Indemnitee. Notwithstanding any other provision of this Agreement, with respect to any such Proceeding of which the Indemnitee notifies the Company:

(a) The Company shall be entitled to participate therein at its own expense;

(b) Except as otherwise provided in this Section 15(b), to the extent that it may wish, the Company, jointly with any other indemnifying party similarly notified, shall be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election so to assume the defense thereof, the Indemnitor shall not be liable to the Indemnitee under this Agreement for any expenses of counsel subsequently incurred by the Indemnitee in connection with the defense thereof except as otherwise provided below. The Indemnitee shall have the right to employ the Indemnitee's own counsel in such Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (i) the employment of counsel by the Indemnitee has been authorized by the Company, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of such Proceeding, or (iii) the Company shall not within 60 calendar days of receipt of notice from the Indemnitee in fact have employed counsel to assume the defense of the Proceeding, in each of which cases the fees and expenses of the Indemnitee's counsel shall be at the expense of the Indemnitor. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnitee shall have made the conclusion provided for in (ii) above; and

(c) Notwithstanding any other provision of this Agreement, the Indemnitee shall not be entitled to indemnification under this Agreement for any amounts paid in settlement of any Proceeding effected without the Company's written consent, or for any judicial or other award, if the Company was not given an opportunity, in accordance with this Section 15, to participate in the defense of such Proceeding. The Company shall not settle any Proceeding in any manner that would impose any penalty or limitation

on or disclosure obligation with respect to the Indemnitee, or that would directly or indirectly constitute or impose any admission or acknowledgment of fault or culpability with respect to the Indemnitee, without the Indemnitee's written consent. Neither the Company, nor the Indemnitee, shall unreasonably withhold consent to any proposed settlement.

16. Advancement of Expenses. All Expenses incurred by the Indemnitee in defending any Proceeding described in Section 4 or 5 shall be paid by the Indemnitor in advance of the final disposition of such Proceeding at the request of the Indemnitee. The Indemnitee's right to advancement shall not be subject to the satisfaction of any standard of conduct and advances shall be made without regard to the Indemnitee's ultimate entitlement to indemnification under the provisions of this Agreement or otherwise. To receive an advancement of Expenses under this Agreement, the Indemnitee shall submit a written request to the Company, to the attention of an appropriate individual designated from time to time. Such request shall reasonably evidence the Expenses incurred by the Indemnitee. The Indemnitee hereby undertakes to repay all amounts so advanced (without interest) if it shall ultimately be determined, by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal, that the Indemnitee is not entitled to be indemnified for such Expenses as provided by this Agreement or otherwise. The Indemnitee's undertaking to repay any such amounts is not required to be secured, and no other form of undertaking shall be required of the Indemnitee other than the execution of this Agreement. Each such advancement of Expenses shall be made within 20 calendar days after the receipt by the Company of such written request. The Indemnitee's entitlement to Expenses under this Agreement shall include those incurred in connection with any action, suit, or proceeding by the Indemnitee seeking an adjudication pursuant to Section 11 of this Agreement (including the enforcement of this provision) to the extent the court shall determine that the Indemnitee is entitled to an advancement of Expenses hereunder.

17. Severability; Prior Indemnification Agreements. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law (a) the validity, legality, and enforceability of such provision in any other circumstance and of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal, or unenforceable, that are not by themselves invalid, illegal, or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal, or unenforceable, that are not themselves invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent of the parties that the Indemnitee shall receive protection to the fullest extent set forth in this Agreement. This Agreement shall supersede and replace any prior indemnification agreements entered into by and between the Company and the Indemnitee and any such prior agreements shall be terminated upon execution of this Agreement.

18. Headings; References; Pronouns. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof. References herein to section numbers are to sections of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the singular or plural as appropriate.

19. Other Provisions.

(a) This Agreement, and all disputes or controversies arising out of or related to this Agreement, shall be governed by, and construed in accordance with, the internal laws of the State of Delaware (including the DGCL), without regard to the laws of any other jurisdiction that might be applied because of conflicts of laws principles of the State of Delaware or any other state or jurisdiction. If a court of competent jurisdiction shall make a final determination that the provisions of the law of any jurisdiction other than the State of Delaware govern indemnification by the Indemnitor of the Indemnitee, then this

Agreement shall in all instances be enforceable to the fullest extent permitted under such law, notwithstanding any provision of this Agreement to the contrary.

(b) The Indemnitor and the Indemnitee hereby irrevocably and unconditionally: (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought in the Chancery Court of the State of Delaware (the "Chancery Court") or, if the Chancery Court does not have jurisdiction, another state court or federal court located within the State of Delaware; (ii) consent to submit to the exclusive jurisdiction of the state and federal courts of the State of Delaware for purposes of any action or proceeding arising out of or in connection with this Agreement; (iii) agree, to the extent the Indemnitor or the Indemnitee are not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as its agent in the State of Delaware for acceptance of legal process with respect to matters involving this Agreement, and that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the U.S. Postal Service constituting evidence of valid service, and that service by either of the foregoing means shall have the same legal force and validity as if served upon such party personally within the State of Delaware; (iv) waive any objection to the laying of venue of any action or proceeding arising out of or in connection with this Agreement in the courts of the State of Delaware, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the courts of the State of Delaware has been brought in an improper or inconvenient forum.

(c) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

(d) This Agreement shall not be deemed an employment contract with any Indemnitee who is an officer of Accenture, and, if the Indemnitee is an officer of Accenture, the Indemnitee specifically acknowledges that the Indemnitee may be discharged at any time for any reason, with or without cause, and with or without severance compensation, except as may be otherwise provided in a separate written contract between the Indemnitee and Accenture.

(e) In the event of payment under this Agreement, the Indemnitor shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee (excluding insurance obtained on the Indemnitee's own behalf), and the Indemnitee shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Indemnitor effectively to bring suit to enforce such rights.

(f) This Agreement may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, shall preclude any other or further exercise thereof or the exercise of any other right or power.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Indemnitor and the Indemnitee have caused this Agreement to be executed as of the date first written above.

ACCENTURE INC.

By: _____
Name:
Title:

Name:
Indemnitee

SIGNATURE PAGE TO INDEMNIFICATION AGREEMENT

Subsidiaries of the Registrant

Certain subsidiaries of the registrant and their subsidiaries are listed below. Pursuant to Item 601(b)(21) of Regulation S-K, the names of particular subsidiaries have, in certain instances, been omitted because, considered in the aggregate as a single subsidiary, they would not constitute, as of the end of the year covered by this report, a "significant subsidiary" as that term is defined in Rule 1-02(w) of Regulation S-X under the Securities Exchange Act of 1934.

<u>Name</u>	<u>Country of Organization</u>
Sistemas Consulting S.L.	Andorra
Accenture SRL	Argentina
Accenture Service Center SRL	Argentina
Accenture Australia Pty Ltd	Australia
2nd Road Pty Ltd.	Australia
Accenture Australia Holdings Pty Ltd	Australia
Accenture Cloud Solutions Australia Pty Ltd	Australia
Accenture Cloud Solutions Pty Ltd	Australia
Accenture Solutions Pty Ltd	Australia
Avanade Australia Pty Ltd	Australia
DayNine Consulting (Australia) PTY LTD	Australia
Interactive Broadband Consulting Group Australia Pty Ltd	Australia
Loud & Clear Creative Pty Ltd	Australia
Maud Corp Pty Limited	Australia
The Monkeys Pty Limited	Australia
Octo Technology Pty Ltd	Australia
Redcore Group Holdings Pty Ltd	Australia
Redcore Pty Ltd	Australia
Simian Pty Limited	Australia
Troop Studios Pty Ltd	Australia
Accenture GmbH	Austria
Accenture Technology Solutions GmbH	Austria
Avanade Österreich GmbH	Austria
Accenture Communications Infrastructure Solutions Ltd	Bangladesh
Accenture BPM S.C.R.L.	Belgium
Accenture NV/SA	Belgium
Accenture Technology Ventures S.P.R.L.	Belgium
Avanade Belgium SPRL	Belgium
Octo Technology SPRL	Belgium
Accenture Tecnologia, Consultoria e Outsourcing S.A.	Bolivia
Accenture (Botswana) (Proprietary) Limited	Botswana
Accenture do Brasil Limitada	Brazil
Accenture Servicos de Suporte de Negocios Ltda	Brazil
Accenture Servicos Administrativos Ltda	Brazil
AD Dialeto Agencia de Publicidade SA	Brazil
Avanade do Brasil Limitada	Brazil
BPO Servicos Administrativos Ltda	Brazil
Concrete Desenvolvimento de Sistemas Ltda.	Brazil
Concrete Solutions Ltda.	Brazil

<u>Name</u>	<u>Country of Organization</u>
Gapso Serviços de Informática Ltda.	Brazil
Vivere Brasil Serviços e Soluções SA	Brazil
Accenture Bulgaria EOOD	Bulgaria
Accenture Business Services for Utilities Inc	Canada
Accenture Business Services of British Columbia Limited Partnership	Canada
Accenture Canada Holdings Inc.	Canada
Accenture Inc	Canada
Accenture Nova Scotia Unlimited Liability Co.	Canada
Avanade Canada Inc.	Canada
Gestion Altima Canada Inc.	Canada
Kurt Salmon Canada LTD	Canada
NBS Marketing Inc.	Canada
PCO Innovation Canada Inc.	Canada
Accenture Chile Asesorias y Servicios Ltda	Chile
Neo Metrics Chile, S.A.	Chile
Accenture (Beijing) Mobile Technology Co Ltd	China
Accenture (China) Co Ltd	China
Accenture Enterprise Development (Shanghai) Co Ltd.	China
Accenture Technology Solutions (Dalian) Co Ltd	China
Aorui Advertising (Shanghai) Co., Ltd.	China
Avanade (Guangzhou) Computer Technology Development Co., Ltd.	China
Chengdu Mensa Advertising Co., Ltd.	China
designaffairs Business Consulting (Shanghai) Co. Ltd.	China
Inventor Advertisement (Beijing) Co., Ltd.	China
Mackevision CG Technology and Service (Shanghai) Co. Ltd.	China
Nanjing Demeng Advertising Co., Ltd.	China
NewsPage China Ltd.	China
Qi Jie Beijing Information Technologies Co Ltd	China
Shanghai Baiyue Advertising Co., Ltd.	China
Shun Zhe Technology Development Co. Ltd.	China
Vertical Retail Consulting (Shanghai) Ltd.	China
Xiamen Zang Tong Information Technology Co Ltd	China
Accenture Ltda	Colombia
Accenture S.R.L.	Costa Rica
Accenture Services SRL	Costa Rica
Search Technologies LATAM, S.A.	Costa Rica
Accenture Business and Technology Services LLC	Croatia
Accenture Services s.r.o.	Czech Republic
INCAD, spol. s.r.o.	Czech Republic
SinnerSchrader Praha s.r.o.	Czech Republic
Accenture A/S	Denmark
Avanade Denmark A/S	Denmark
Accenture Ecuador S.A.	Ecuador
Accenture Egypt LLC	Egypt
Accenture Oy	Finland
Accenture Technology Solutions Oy	Finland

<u>Name</u>	<u>Country of Organization</u>
Accenture Services Oy	Finland
Avanade Finland Oy	Finland
PJP-Pankkijärjestelmäpalvelut Oy	Finland
Accenture Holdings France SAS	France
Accenture Insurance Services SAS	France
Accenture Post Trade Processing SAS	France
Accenture SAS	France
Accenture Technology Solutions SAS	France
Altima SAS	France
Appaloosa Technology SAS	France
Avanade France SAS	France
Digiplug SAS	France
Octo Technology SA	France
Pach Invest SAS	France
Accenture CAS GmbH	Germany
Accenture Cloud Services GmbH	Germany
Accenture Dienstleistungen GmbH	Germany
Accenture Digital Holdings GmbH	Germany
Accenture GmbH	Germany
Accenture Holding GmbH & Co. KG	Germany
Accenture Management GmbH	Germany
Accenture Services für Kreditinstitute GmbH	Germany
Accenture Services GmbH	Germany
Accenture Technology Solutions GmbH	Germany
Avanade Deutschland GmbH	Germany
designaffairs GmbH	Germany
GoodFilm GmbH Filmproduktion Stuttgart	Germany
Mackevision Medien Design GmbH Hamburg	Germany
Mackevision Medien Design GmbH München	Germany
Mackevision Medien Design GmbH Stuttgart	Germany
SinnerSchrader AG	Germany
SinnerSchrader Commerce GmbH	Germany
SinnerSchrader Content GmbH	Germany
SinnerSchrader Deutschland GmbH	Germany
SinnerSchrader Swipe GmbH	Germany
Accenture Ghana Limited	Ghana
Accenture Minority III Ltd	Gibraltar
Accenture plc	Gibraltar
Accenture S.A.	Greece
Accenture BPM Operations Support Services S.A.	Greece
Accenture Company Ltd	Hong Kong
Accenture Technology Solutions (HK) Co. Ltd.	Hong Kong
Altima Asia Ltd.	Hong Kong
Avanade Hong Kong Ltd	Hong Kong
AvantBiz Consulting Limited	Hong Kong
designaffairs group China Co. Ltd.	Hong Kong
DMA Solutions Limited	Hong Kong

<u>Name</u>	<u>Country of Organization</u>
Inventor Technology Limited	Hong Kong
LemonXL Limited	Hong Kong
Most Champion Ltd	Hong Kong
PacificLink iMedia Ltd.	Hong Kong
Pixo Punch Limited	Hong Kong
Seabury Aviation & Aerospace Asia (Hong Kong) Limited	Hong Kong
Vertical Retail Consulting Hong Kong, Ltd.	Hong Kong
Vertical Retail Consulting Ltd.	Hong Kong
Accenture Hungary Holdings Kft	Hungary
Accenture Industrial Software Solutions Kft	Hungary
Accenture Tanacsado Kolatolt Felelossegu Tarsasag	Hungary
Accenture Solutions Private Limited	India
Energy Quote Private Ltd.	India
Innoveer Solutions India Pvt Ltd	India
Kogentix Technologies Private Limited	India
Redcore (India) Private Limited (India)	India
Sanchez Capital Services Pvt Ltd	India
SolutionsIQ India Consulting Services Private Limited	India
Perseroan Terbatas. Accenture	Indonesia
PT Kogentix Teknologi Indonesia	Indonesia
Accenture Capital DAC	Ireland
Accenture Defined Benefit Pension Plan Trustees Ltd	Ireland
Accenture Defined Contribution Pension Plan Trustees Ltd	Ireland
Accenture Finance Limited	Ireland
Accenture Finance II Ltd	Ireland
Accenture Global Holdings Ltd.	Ireland
Accenture Global Services Ltd	Ireland
Accenture Global Solutions Ltd	Ireland
Accenture International Limited	Ireland
Accenture Limited	Ireland
Agave Consultants Limited	Ireland
Avanade Ireland Limited	Ireland
Exactside Limited	Ireland
Rothco Holdings Designated Activity Company	Ireland
Rothco Unlimited Company	Ireland
S3 TV Technology Limited	Ireland
Tadata Creative Unlimited Company	Ireland
Tara Insurance DAC	Ireland
Accenture Ltd	Israel
Maglan Information Defense Technologies Research Ltd.	Israel
Accenture SpA	Italy
Accenture Back Office and Administration Services S.p.A.	Italy
Accenture Finance and Accounting BPO Services S.p.A.	Italy
Accenture HR Services S.p.A.	Italy
Accenture Managed Services SpA	Italy
Accenture Technology Solutions SRL	Italy
Accenture Outsourcing SRL	Italy

<u>Name</u>	<u>Country of Organization</u>
Avanade Italy SRL	Italy
Fondazione Italiana Accenture	Italy
I-Faber S.p.A.	Italy
Accenture Japan Ltd	Japan
Avanade KK	Japan
DayNine Consulting Japan K.K.	Japan
IMJ Corporation	Japan
Mackevision Japan Co., Ltd.	Japan
Renacentis IT Services, Co. Ltd	Japan
Accenture East Africa Limited	Kenya
Accenture Sàrl	Luxembourg
Accenture International Capital SCA	Luxembourg
Accenture Sendirian Berhad	Malaysia
Accenture Technology Solutions Sdn. Bhd.	Malaysia
Accenture Solutions Sdn Bhd	Malaysia
Aspiro Solutions (Malaysia) Sdn Bhd	Malaysia
Avanade Malaysia Sdn Bhd	Malaysia
Hytracc Consulting Malaysia Sdn. Bhd.	Malaysia
NewsPage (Malaysia) Sdn Bhd	Malaysia
Seabury Malaysia Sdn. Bhd.	Malaysia
Accenture Services (Mauritius) Ltd	Mauritius
Accenture Process Ltd	Mauritius
Accenture S.C.	Mexico
Accenture Technology Solutions S.A. de C.V.	Mexico
Operaciones Accenture S.A. de C.V.	Mexico
Servicios Técnicos de Programación Accenture S.C.	Mexico
Accenture Services Morocco SA	Morocco
Accenture Maghreb S.a.r.l.	Morocco
Octo Technology SA	Morocco
Accenture Mozambique Limitada	Mozambique
ACN Consulting Co Ltd	Myanmar
Accenture Australia Holding B.V.	Netherlands
Accenture Branch Holdings B.V.	Netherlands
Accenture BV	Netherlands
Accenture Central Europe B.V.	Netherlands
Accenture Holdings B.V.	Netherlands
Accenture International BV	Netherlands
Accenture Korea BV	Netherlands
Accenture Middle East B.V	Netherlands
Accenture Minority I BV	Netherlands
Accenture Participations BV	Netherlands
Accenture Technology Ventures BV	Netherlands
Avanade Netherlands BV	Netherlands
Accenture NZ Limited	New Zealand
Cloud Sherpas New Zealand Ltd.	New Zealand
DayNine Consulting (New Zealand) Limited	New Zealand
Redcore (New Zealand) Limited	New Zealand

<u>Name</u>	<u>Country of Organization</u>
Accenture Ltd	Nigeria
Accenture AS	Norway
Avanade Norway AS	Norway
Accenture Services AS	Norway
Hytracc Consulting AS	Norway
Accenture Panama Inc	Panama
Accenture Peru S.R.L	Peru
Accenture Technology Solutions Srl	Peru
Accenture Inc	Philippines
Accenture Healthcare Processing Inc.	Philippines
Cloudsherpas, Inc.	Philippines
Search Technologies BPO, Inc.	Philippines
Zenta Global Philippines, Inc.	Philippines
Accenture Sp. z o.o.	Poland
Accenture Delivery Poland sp. z o.o.	Poland
Accenture Operations Sp. z o.o.	Poland
Accenture Services Sp. z o.o.	Poland
Avanade Poland Sp. z o.o.	Poland
Accenture 2 Business Process Services S.A.	Portugal
Accenture Consultores de Gestao S.A.	Portugal
Accenture Technology Solutions - Soluções Informáticas Integradas, S.A.	Portugal
Accenture Puerto Rico LLC	Puerto Rico
Accenture Services S.r.l.	Romania
Accenture Industrial Software Solutions SA	Romania
Accenture Managed Services SRL	Romania
Accenture OOO	Russia
Accenture Saudi Arabia Limited	Saudi Arabia
Accenture Pte Ltd	Singapore
Accenture SG Services Pte Ltd	Singapore
Accenture Solutions Pte Ltd	Singapore
Avanade Asia Pte Ltd	Singapore
Brand Learning Pte Limited	Singapore
Cloud Sherpas (SN) (PTE.) Limited	Singapore
Kogentix Singapore Pte. Ltd	Singapore
Mackevision Singapore Pte. Ltd.	Singapore
NewsPage Pte Ltd	Singapore
Redcore (Asia) Pte Ltd	Singapore
Accenture s.r.o.	Slovak Republic
Accenture Services s.r.o.	Slovak Republic
Accenture Technology Solutions Slovakia s.r.o.	Slovak Republic
Accenture (South Africa) (Proprietary) Limited	South Africa
Accenture Services Pty Ltd	South Africa
Accenture Technology Solutions Pty Ltd	South Africa
Accenture Africa Pty Ltd	South Africa
Accenture Technology Infrastructure Services Pty Ltd	South Africa
Avanade South Africa Pty Ltd	South Africa

<u>Name</u>	<u>Country of Organization</u>
Mackevision Korea Ltd	South Korea
Accenture Holdings (Iberia) S.L.	Spain
Accenture Outsourcing Services, S.A.	Spain
Accenture S.L.	Spain
Avanade Spain SL	Spain
CustomerWorks Europe SL	Spain
Energua Web, S.A.	Spain
Informatica de Euskadi S.L	Spain
ITBS Servicios Bancarios de Tecnología de la Información SL	Spain
Tecnologica Ecosistemas, S.A.	Spain
Accenture Lanka (Private) Ltd	Sri Lanka
Accenture AB	Sweden
Accenture Services AB	Sweden
Avanade Sweden AB	Sweden
Accenture AG	Switzerland
Accenture Holding GmbH	Switzerland
Accenture Finance GmbH	Switzerland
Accenture Finance II GmbH	Switzerland
Avanade Schweiz GmbH	Switzerland
Accenture Services AG	Switzerland
Octo Technology SA	Switzerland
Accenture Co Ltd	Taiwan
Accenture Consulting Services Ltd Tanzania	Tanzania
Accenture Co Ltd.	Thailand
Accenture Solutions Co Ltd	Thailand
Accenture Technology Solutions (Thailand) Co., Ltd	Thailand
IT One Company Limited	Thailand
AGS Business and Technology Services Limited	Trinidad and Tobago
Accenture Danismanlik Limited Sirketi	Turkey
Accenture Industrial Software Limited Liability Company (Accenture Endüstriyel Yazılım Çözümleri Limited Şirketi)	Turkey
Accenture Azerbaijan Ltd	United Kingdom
Accenture Cloud Solutions Ltd	United Kingdom
Accenture Cloud Software Solutions Ltd	United Kingdom
Accenture HR Services Ltd	United Kingdom
Accenture (UK) Ltd	United Kingdom
Accenture Post-Trade Processing Limited	United Kingdom
Accenture Systems Integration Limited	United Kingdom
Acquity Customer Insight Limited	United Kingdom
Allen International Consulting Group Ltd	United Kingdom
Avanade UK Ltd	United Kingdom
Avanade Europe Holdings Ltd	United Kingdom
Avanade Europe Services Ltd	United Kingdom
Brand Learning Group Limited	United Kingdom
The Brand Learning Partners Limited	United Kingdom
Certus Solutions Consulting Services Ltd	United Kingdom
Cloud Talent Limited	United Kingdom

<u>Name</u>	<u>Country of Organization</u>
Cutting Edge Solutions Ltd	United Kingdom
DayNine Consulting, Ltd.	United Kingdom
Energy Management Brokers Ltd.	United Kingdom
EnergyQuote Trading Ltd.	United Kingdom
EnergyQuote JHA Ltd.	United Kingdom
Focus Group Europe Limited	United Kingdom
Formicary Holdings Limited	United Kingdom
Formicary Limited	United Kingdom
GenFour Limited	United Kingdom
Imagine Broadband (USA) Ltd	United Kingdom
Infusion Development UK Limited	United Kingdom
K Comms Group Limited	United Kingdom
Karma Communications Holdings Limited	United Kingdom
Kaper Communications Limited	United Kingdom
Karma Communications Debtco Limited	United Kingdom
Karma Communications Group Limited	United Kingdom
Karmarama Comms Limited	United Kingdom
Karmarama Limited	United Kingdom
Kogentix Ltd	United Kingdom
Kream Comms Limited	United Kingdom
Kurt Salmon UKI, Ltd.	United Kingdom
Logistics Market Place Limited (UK)	United Kingdom
Mackevision UK Ltd	United Kingdom
Nice Agency Limited	United Kingdom
New Energy Associates Ltd	United Kingdom
Seabury Aviation & Aerospace (UK) Limited	United Kingdom
Search Technologies Limited	United Kingdom
Accenture 2 LLC	United States
Accenture Capital Inc	United States
Accenture Cloud Solutions LLC	United States
Accenture Credit Services LLC	United States
Accenture Federal Services LLC	United States
Accenture Flex LLC	United States
Accenture Inc	United States
Accenture Insurance Services LLC	United States
Accenture International LLC	United States
Accenture LLC	United States
Accenture LLP	United States
Accenture Sub Inc	United States
Accenture State Healthcare Services LLC	United States
Altitude LLC	United States
ASM Research LLC	United States
Avanade Federal Services LLC	United States
Avanade Holdings LLC	United States
Avanade Inc	United States
Avanade International Corporation	United States
BABCN LLC	United States

<u>Name</u>	<u>Country of Organization</u>
Brand Learning LLC	United States
Capital Consultancy Services, Inc.	United States
Clearhead Group, LLC	United States
Cloud Sherpas (GA) LLC	United States
Computer Research and Telecommunications LLC	United States
Davies Consulting, LLC	United States
DayNine Consulting LLC	United States
Declarative Holdings, LLC	United States
Defense Point Security, LLC	United States
Designaffairs, LLC	United States
Digital Consulting & Software Services LLC	United States
Duck Creek Technologies LLC	United States
First Annapolis Consulting, LLC	United States
First Annapolis International, LLC	United States
Imagine Broadband USA LLC	United States
InfusionDev LLC	United States
Interactive Broadband Consulting Group, LLC	United States
Investtech Systems Consulting LLC	United States
Kogentix LLC	United States
Kurt Salmon US LLC	United States
Mackevision Corporation	United States
MCG US Holdings LLC	United States
Meredith Specialty LLC	United States
Meredith Xcelerated Marketing Corporation	United States
Mindtribe Product Engineering LLC	United States
Mortgage Cadence LLC	United States
Pillar Technology Group LLC	United States
Procurian International I LLC	United States
Procurian International II LLC	United States
Procurian LLC	United States
Procurian USA LLC	United States
Proquire LLC	United States
Radiant Services, LLC	United States
Seabury Airline Planning Group, LLC	United States
Seabury Aviation Consulting LLC	United States
Seabury Corporate Advisors LLC	United States
Seabury Human Capital LLC	United States
Seabury Structured Finance LLC	United States
Search Technologies International LLC	United States
Search Technologies LLC	United States
Solutions IQ, LLC	United States
Wire Stone, LLC	United States
Zenta Mortgage Services LLC	United States
Zenta Recoveries Inc	United States
Zenta US Holdings Inc.	United States
Accenture Uruguay SRL	Uruguay
Accenture C.A	Venezuela

Name

Accenture Vietnam Co., LTD
Accenture Zambia Limited

Country of Organization

Vietnam
Zambia

Consent of Independent Registered Public Accounting Firm

The Board of Directors

Accenture plc:

We consent to the incorporation by reference in the registration statements (No. 333-222927, No. 333-210973, No. 333-188134, No. 333-164737 and No. 333-65376-99) on Form S-8 of Accenture plc of our report dated October 24, 2018, with respect to the consolidated balance sheets of Accenture plc as of August 31, 2018 and 2017, and the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended August 31, 2018, and the related notes (collectively, the "consolidated financial statements"), and the effectiveness of internal control over financial reporting as of August 31, 2018, which report appears in the August 31, 2018 annual report on Form 10-K of Accenture plc.

/s/ KPMG LLP
Chicago, Illinois
October 24, 2018

Consent of Independent Registered Public Accounting Firm

The Board of Directors

Accenture plc:

We consent to the incorporation by reference in the registration statements (No. 333-222927, No. 333-210973, No. 333-188134, No. 333-164737 and No. 333-65376-99) on Form S-8 of Accenture plc of our report dated October 24, 2018, with respect to the statements of financial condition and the Amended and Restated Accenture plc 2010 Employee Share Purchase Plan as of August 31, 2018 and 2017, and the related statements of operations and changes in plan equity for each of the years in the three-year period ended August 31, 2018, and the related notes, which report appears in an Exhibit to the August 31, 2018 annual report on Form 10-K of Accenture plc.

/s/ KPMG LLP
Chicago, Illinois
October 24, 2018

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, Pierre Nanterme, certify that:

1. I have reviewed this Annual Report on Form 10-K of Accenture plc for the fiscal year ended August 31, 2018, as filed with the Securities and Exchange Commission on the date hereof;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 24, 2018

/s/ P IERRE N ANTERME

Pierre Nanterme

Chief Executive Officer of Accenture plc
(principal executive officer)

CHIEF FINANCIAL OFFICER CERTIFICATION

I, David P. Rowland, certify that:

1. I have reviewed this Annual Report on Form 10-K of Accenture plc for the fiscal year ended August 31, 2018, as filed with the Securities and Exchange Commission on the date hereof;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 24, 2018

/s/ DAVID P. ROWLAND

David P. Rowland

Chief Financial Officer of Accenture plc
(principal financial officer)

**Certification of the Chief Executive Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Accenture plc (the "Company") on Form 10-K for the fiscal year ended August 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Pierre Nanterme, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 24, 2018

/s/ P I E R R E N A N T E R M E

Pierre Nanterme

*Chief Executive Officer of Accenture plc
(principal executive officer)*

**Certification of the Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Accenture plc (the "Company") on Form 10-K for the fiscal year ended August 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David P. Rowland, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 24, 2018

/s/ DAVID P. ROWLAND

David P. Rowland
Chief Financial Officer of Accenture plc
(principal financial officer)

Report of Independent Registered Public Accounting Firm

To the Participants of the Amended and Restated Accenture plc 2010 Employee Share Purchase Plan and the Compensation Committee of the Board of Directors of Accenture plc:

Opinion on the Financial Statements

We have audited the accompanying statements of financial condition of the Amended and Restated Accenture plc 2010 Employee Share Purchase Plan (the Plan) as of August 31, 2018 and 2017, the related statements of operations and changes in plan equity for each of the years in the three-year period ended August 31, 2018, and the related notes (collectively, the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Plan as of August 31, 2018 and 2017, and the results of its operations and changes in plan equity for each of the years in the three-year period ended August 31, 2018, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Plan's management. Our responsibility is to express an opinion on these financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Plan in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

We have served as the Company's auditor since 2010.

/s/ KPMG LLP

Chicago, Illinois
October 24, 2018

AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN

STATEMENTS OF FINANCIAL CONDITION

August 31, 2018 and 2017

	2018	2017
Contributions receivable	\$ 155,814,779	\$ 141,341,228
Plan equity	\$ 155,814,779	\$ 141,341,228

The accompanying Notes are an integral part of these financial statements.

AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN

STATEMENTS OF OPERATIONS AND CHANGES IN PLAN EQUITY
For the Years Ended August 31, 2018, 2017 and 2016

	2018	2017	2016
Participant contributions	\$ 783,971,866	\$ 702,878,318	\$ 621,860,588
Participant withdrawals	(22,245,475)	(17,989,910)	(17,960,725)
Purchases of Accenture plc Class A ordinary shares	(747,252,840)	(670,194,652)	(585,013,794)
Net additions	\$ 14,473,551	\$ 14,693,756	\$ 18,886,069
Plan equity at beginning of year	141,341,228	126,647,472	107,761,403
Plan equity at end of year	\$ 155,814,779	\$ 141,341,228	\$ 126,647,472

The accompanying Notes are an integral part of these financial statements.

**AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN
NOTES TO THE FINANCIAL STATEMENTS**

1. PLAN DESCRIPTION

The following description of the Amended and Restated Accenture plc 2010 Employee Share Purchase Plan (the "Plan") is provided for general information purposes. Participants in the Plan should refer to the Plan document for more detailed and complete information. Under the Plan, there are two programs through which participants may purchase shares: (1) the Employee Share Purchase Plan (the "ESPP") and (2) the Voluntary Equity Investment Program (the "VEIP").

General

Under the Plan, which was approved by the shareholders of Accenture plc (the "Company") at their February 4, 2010 meeting, and approved by the Board of Directors (the "Board") on December 10, 2009, the Company was authorized to issue or transfer up to 45,000,000 Class A ordinary shares ("Shares") of the Company. The Plan is administered by the Compensation Committee of the Board (the "Committee"), which may delegate its duties and powers in whole or in part as it determines, provided, however, that the Board may, in its sole discretion, take any action designated to the Committee under the Plan as it may deem necessary. The Company pays all expenses of the Plan. The Shares may consist, in whole or in part, of unissued Shares or previously issued Shares that have been reacquired.

At its October 30, 2015 meeting, the Board delegated to the Committee the authority to approve the issuance of an additional 45,000,000 Shares of the Company under the Plan. At its December 4, 2015 meeting, the Committee approved the issuance of an additional 45,000,000 Shares under the Plan, subject to shareholder approval. The Plan was approved by the shareholders of the Company at the February 3, 2016 annual general meeting.

The Plan provides eligible employees of the Company or of a participating subsidiary with an opportunity to purchase Shares at a purchase price established by the Committee, which shall in no event be less than 85% of the fair market value of a Share on the purchase date.

The fair market value on a given date is defined as the arithmetic mean of the high and low prices of the Shares as reported on such date on the composite tape of the principal national securities exchange on which the Shares are listed or admitted to trading, or, if no sale of Shares shall have been reported on the composite tape of any national securities exchange on such date, then the immediately preceding date on which sales of the Shares have been so reported or quoted shall be used.

In general, any individual who is an employee of the Company or of a participating subsidiary is eligible to participate in the Plan, except that the Committee may exclude employees (either individually or by reference to a subset thereof) from participation (1) whose customary employment is less than five months per calendar year or 20 hours or less per week; (2) who own shares equaling 5% or more of the total combined voting power or value of all classes of shares of the Company or any subsidiary; or (3) who are highly compensated employees under the Internal Revenue Code (the "Code"). The Plan does not currently qualify as an employee stock purchase plan under Section 423 of the Code and therefore receipt of the Shares will be a taxable event to the participant. The Plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended.

Contributions

Payroll deductions will generally be made from the compensation paid to each participant during an offering period in a whole percentage as elected by the participant but not to exceed the maximum percentage of the participant's eligible compensation (or maximum dollar amount) as permitted by the Committee. Under the ESPP, the maximum whole percentage is 10% (up to a maximum of \$7,500 per offering period), provided that no participant will be entitled to purchase, during any calendar year, Shares with an aggregate value in excess of \$25,000. Under the VEIP, eligible participants may choose to contribute up to 30% of their eligible compensation towards the purchase of Shares. The amount of the contributions is based on pre-tax cash compensation, but contributions are deducted from after-tax pay each pay period. The Committee retains the discretion to impose an aggregate participation limit under the VEIP. If aggregate participant contributions are projected to exceed such limit, contributions will stop and participants will be refunded contributions not used to purchase Shares. In fiscal 2018, there was no aggregate participation limit under the VEIP.

AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN
NOTES TO THE FINANCIAL STATEMENTS — (continued)

A participant may elect his or her percentage of payroll deductions, and change that election, prior to the end of the applicable enrollment period as determined by the Committee. Unless otherwise determined by the Committee, a participant cannot change the rate of payroll deductions once an offering period has commenced. All payroll deductions made with respect to a participant are credited to the participant's payroll deduction account and are deposited with the general funds of the Company. All funds of participants received or held by the Company under the Plan before purchase or issuance of the Shares are held without liability for interest or other increment (unless otherwise required by law) . Under the Plan, the ESPP offering periods in fiscal 2018 included the six-month periods ended November 1, 2017 and May 1, 2018 . The current offering period commenced on May 2, 2018 and will end on November 1, 2018 . The VEIP has a calendar year offering period, as well as a limited mid-year enrollment period, and monthly contribution periods in which shares are purchased on the 5th of the subsequent month.

Share Purchases

As soon as practicable following the end of each ESPP offering period or VEIP contribution period, the number of Shares purchased by each participant is deposited into a brokerage account established in the participant's name. Dividends that are declared on the Shares held in the brokerage account are paid in cash or reinvested. A summary of information with respect to share purchases was as follows:

AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN
NOTES TO THE FINANCIAL STATEMENTS — (continued)

Purchase Date	Offering Type	Number of Participants	Number of Shares Purchased	Purchase Price
August 5, 2018	VEIP	5,562	176,856	\$ 159.95
July 5, 2018	VEIP	5,531	172,118	\$ 164.01
June 5, 2018	VEIP	5,579	179,166	\$ 159.71
May 5, 2018	VEIP	5,626	190,731	\$ 152.15
May 1, 2018	ESPP	60,894	1,507,477	\$ 128.38
April 5, 2018	VEIP	5,674	197,977	\$ 151.04
March 5, 2018	VEIP	5,716	189,099	\$ 158.33
February 5, 2018	VEIP	5,765	192,197	\$ 155.00
January 5, 2018	VEIP	4,811	552,517	\$ 156.93
December 5, 2017	VEIP	4,808	166,963	\$ 147.63
November 5, 2017	VEIP	4,845	171,040	\$ 143.90
November 1, 2017	ESPP	57,009	1,355,593	\$ 120.98
October 5, 2017	VEIP	4,875	182,925	\$ 135.82
September 5, 2017	VEIP	4,898	193,697	\$ 129.75
Total Shares Purchased in fiscal 2018			5,428,356	
August 5, 2017	VEIP	4,965	194,223	\$ 130.11
July 5, 2017	VEIP	4,845	195,901	\$ 124.39
June 5, 2017	VEIP	4,870	193,015	\$ 126.21
May 5, 2017	VEIP	4,912	203,793	\$ 121.14
May 1, 2017	ESPP	56,356	1,696,234	\$ 103.19
April 5, 2017	VEIP	4,940	206,977	\$ 118.29
March 5, 2017	VEIP	4,986	198,482	\$ 123.62
February 5, 2017	VEIP	5,034	216,263	\$ 114.09
January 5, 2017	VEIP	4,291	779,793	\$ 116.05
December 5, 2016	VEIP	4,303	175,359	\$ 117.94
November 5, 2016	VEIP	4,345	178,804	\$ 117.28
November 1, 2016	ESPP	53,299	1,502,168	\$ 98.67
October 5, 2016	VEIP	4,370	178,534	\$ 118.11
September 5, 2016	VEIP	4,403	184,431	\$ 115.75
Total Shares Purchased in fiscal 2017			6,103,977	
August 5, 2016	VEIP	4,437	189,366	\$ 113.64
July 5, 2016	VEIP	4,393	186,613	\$ 113.09
June 5, 2016	VEIP	4,416	181,875	\$ 118.46
May 5, 2016	VEIP	4,455	189,942	\$ 113.95
May 1, 2016	ESPP	48,970	1,622,014	\$ 96.25
April 5, 2016	VEIP	4,480	190,806	\$ 114.52
March 5, 2016	VEIP	4,523	210,648	\$ 103.06
February 5, 2016	VEIP	4,596	217,579	\$ 100.58
January 5, 2016	VEIP	3,757	769,954	\$ 102.17
December 5, 2015	VEIP	3,768	165,661	\$ 107.76
November 5, 2015	VEIP	3,785	168,315	\$ 106.44
November 1, 2015	ESPP	44,151	1,386,856	\$ 91.63
October 5, 2015	VEIP	3,802	178,141	\$ 100.88
September 5, 2015	VEIP	3,833	192,343	\$ 94.40
Total Shares Purchased in fiscal 2016			5,850,113	

As of August 31, 2018, 54,111,908 Accenture plc Class A ordinary shares had been issued under the Plan.

AMENDED AND RESTATED ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN
NOTES TO THE FINANCIAL STATEMENTS — (continued)

Withdrawals

Each participant may withdraw from participation in respect of an offering period (either current or future) or from the Plan under such terms and conditions established by the Committee in its sole discretion. Upon a participant's withdrawal, all accumulated payroll deductions in the participant's Plan account are returned without interest (to the extent permitted by applicable local law). A participant is not entitled to any Shares with respect to the applicable offering period, except under the VEIP for those shares purchased in contribution periods prior to withdrawal. A participant is permitted to participate in subsequent offering periods pursuant to terms and conditions established by the Committee in its sole discretion.

Adjustments

The number of Shares issued or reserved for issuance pursuant to the Plan (or pursuant to outstanding purchase rights) is subject to adjustment on account of share splits, share dividends and other changes in the Shares. In the event of a change in control of the Company, the Committee may take any actions it deems necessary or desirable with respect to any purchase rights as of the date of consummation of the change in control.

Plan Amendment and Termination

The Board may amend, alter or discontinue the Plan, provided, however, that no amendment, alteration or discontinuation will be made that would increase the total number of Shares authorized for the Plan without prior shareholder consent, or, without a participant's consent, would materially adversely affect the participant's rights and obligations under the Plan. The Plan will terminate upon the earliest of: (1) the termination of the Plan by the Board; (2) the issuance of all of the Shares reserved for issuance under the Plan; or (3) December 10, 2024. The Board has not initiated actions to terminate the Plan, and unless otherwise noted, has not amended the Plan.

2. BASIS OF PRESENTATION

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Plan's management to use estimates and assumptions that affect the accompanying financial statements and disclosures. Actual results could differ from these estimates.

As of August 31, 2018, contributions receivable represents payroll deductions from participants with respect to the ESPP offering period beginning May 2, 2018 and ending November 1, 2018, as well as the VEIP contribution period beginning August 1, 2018 and ending August 31, 2018. As of August 31, 2017, contributions receivable represents payroll deductions from participants with respect to the ESPP offering period beginning May 2, 2017 and ending November 1, 2017, as well as the VEIP contribution period beginning August 1, 2017 and ending August 31, 2017. These payroll deductions are held by Accenture plc and/or its affiliates.

Plan equity represents net assets available for future share purchases or participant withdrawals.

3. SUBSEQUENT EVENTS

The Company has evaluated events and transactions subsequent to the Plan's statement of financial condition date. Based on this evaluation, the Company is not aware of any events or transactions that occurred subsequent to the Plan's statement of financial condition date but prior to filing that would require recognition or disclosure in these financial statements.



STATE OF INDIANA

HCM - PAYROLL MODERNIZATION

Request for Proposal 19-105

Addendum #1

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of:

Indiana's Auditor of State (AOS), State Personnel Department (SPD)
and the Indiana Office of Technology (IOT)

In Support Of:

Modernize the Human Resources and Payroll Business Processes
and Technologies

Response Due Date: August 15, 2019 by 3:00 PM EST

Sean Cooper
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Summary of Changes

Deletions are indicated via strikethrough and additions have been made in red font.

***The following edits have been made to the RFP 19-105 HCM-Payroll Modernization document:**

- 1) In Section 1.28 – SUMMARY OF MILESTONES

The following changes have been made:

Key RFP Dates

Activity	Date
Issue of RFP	June 14, 2019
Deadline to Submit Round 1 of Written Questions	June 21, 2019 by 3:00 p.m. Eastern Time
Pre-Proposal Conference	June 25, 2019
Response to Round 1 of Written Questions/RFP Amendments	June 28, 2019
Deadline to Submit Round 2 of Written Questions	July 3, 2019 by 3:00 p.m. Eastern Time
Response to Round 2 of Written Questions/RFP Amendments	July 11, 2019
Intent to Respond & Vendor Qualification Response Templates	July 4 17 , 2019 by 3:00 p.m. Eastern Time
Submission of Proposals	August 15, 2019 by 3:00 p.m. Eastern Time
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation & Shortlisting	<i>August 15 – September 30, 2019</i>
Proposal Discussions/Clarifications (if necessary)	<i>August 20 – August 23, 2019</i>
Oral Presentations & Demonstrations (if necessary)	<i>October 21 – November 8, 2019</i>
Best and Final Offers (if necessary)	<i>November 18 – December 13, 2019</i>
RFP Award Recommendation	<i>December 2019</i>

***The following edits have been made to the Attachment O (Intent to Respond Template) document:**

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) no later than **3:00pm (Eastern Time) on July 12 17, 2019** to indicate your intent to respond to this RFP. For planning and preparation purposes, the intent to respond is required from vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Vendor Qualification Response Template (Attachment P) is included within the submittal of your completed Intent to Respond Template. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.

***The following edits have been made to the Attachment P (Vendor Qualification Response Template) document:**

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) no later than **3:00pm (Eastern Time) on July 12 17, 2019**. Please ensure that a completed Intent to Respond Template (Attachment O) is included within the submittal of your completed Vendor Qualification Response Template. This is required for preliminary vendor qualification purposes to ensure mandatory requirements are met by those vendors that intend to submit a formal proposal in response to RFP 19-105. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.



STATE OF INDIANA

HCM - PAYROLL MODERNIZATION

Request for Proposal 19-105

Addendum #2

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of:

Indiana's Auditor of State (AOS), State Personnel Department (SPD)
and the Indiana Office of Technology (IOT)

In Support Of:

Modernize the Human Resources and Payroll Business Processes
and Technologies

Response Due Date: August 15, 2019 by 3:00 PM EST

Sean Cooper
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Summary of Changes

Deletions are indicated via strikethrough and additions have been made in red font.

***The following edits have been made to the RFP 19-105 HCM-Payroll Modernization document:**

1) In Section 1.28 – SUMMARY OF MILESTONES

The following changes have been made:

Key RFP Dates

Activity	Date
Issue of RFP	June 14, 2019
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Submission of Proposals	August 15, 2019 by 3:00 p.m. Eastern Time
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
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Best and Final Offers (if necessary)	<i>November 18 – December 13, 2019</i>
RFP Award Recommendation	<i>December 2019</i>

2) In Section 1.8 – RFP OUTLINE

The following changes have been made:

Attachment O: Intent to Respond Template	This is required by vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Vendor Qualification Response Template (Attachment P) is included within the submittal of a completed Intent to Respond Template.
Attachment P: Vendor Qualification Response Template	This is required for preliminary vendor qualification purposes to ensure mandatory requirements are met by those vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Intent to Respond Template (Attachment O) is included within the submittal of a completed Vendor Qualification Response Template.

***The following edits have been made to the Attachment O (Intent to Respond Template) document:**

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) ~~no later than 3:00pm (Eastern Time) on July 17, 2019~~ to indicate your intent to respond to this RFP. For planning and preparation purposes, the intent to respond is required from vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Vendor Qualification Response Template (Attachment P) is included within the submittal of your completed Intent to Respond Template. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.

***The following edits have been made to the Attachment P (Vendor Qualification Response Template) document:**

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) no later than ~~3:00pm (Eastern Time) on July 17, 2019~~ **3:00pm (Eastern Time) on August 15, 2019**. Please ensure that a completed Intent to Respond Template (Attachment O) is included within the submittal of your completed Vendor Qualification Response Template. This is required for preliminary vendor qualification purposes to ensure mandatory requirements are met by those vendors that intend to submit a formal proposal in response to RFP 19-105. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.



STATE OF INDIANA

HCM - PAYROLL MODERNIZATION

Request for Proposal 19-105

Addendum #3

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of:

Indiana's Auditor of State (AOS), State Personnel Department (SPD)
and the Indiana Office of Technology (IOT)

In Support Of:

Modernize the Human Resources and Payroll Business Processes
and Technologies

Response Due Date: August 15, 2019 by 3:00 PM EST

Sean Cooper
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Summary of Changes

***The following edits have been made to Attachment F3 Project Related Requirements Workbook located within the Bidder's Library:**

- 1) An update was made to correct the response codes listed within the drop down menus located in the response code column of all applicable tabs/worksheets.

**ATTACHMENT A
MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDOA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF
COMMITMENT (MWBE)**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "**TOTAL BID AMOUNT**" and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019 by 3:00 PM EST

TOTAL BID AMOUNT:

<input type="checkbox"/> MBE Firm	<input type="checkbox"/> WBE Firm		
Company Name:		Contact Person:	
Address:		E-mail:	
Sub-Contract Amount:		Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:			

<input type="checkbox"/> MBE Firm	<input type="checkbox"/> WBE Firm		
Company Name:		Contact Person:	
Address:		E-mail:	
Sub-Contract Amount:		Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:			

Respondent Firm

Address

City/State/Zip Code

Representative

Date

Telephone Number

Fax Number

Email Address

Authorizing Signature

Printed Name and Title

Please check if additional forms are attached.
Page _____ of _____

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.

**ATTACHMENT A1
INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with Section 1.22 of RFP-19-075 the respondent is expected to submit with its proposal an Indiana Veteran Owned Small Business (IVOSB) RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Indiana Veteran Owned Small Business(es) listed in the [VA OSDBU](http://www.in.gov/idoa/2862.htm) registry, or listed on the IDOA Directory of Certified Firms that conform to the IVOSB rules as laid out at <http://www.in.gov/idoa/2862.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in “**TOTAL BID AMOUNT**” should match the amount entered in the Attachment D, Cost Proposal Template.

If the vendor responding to the RFP is an IVOSB certified entity, the letter confirming same should be submitted with their response. IDOA will verify the certification but will not check for it. Therefore the responding vendor has the responsibility to alert IDOA of their certification. The IVOSB respondent will receive the total points for the IVOSB evaluation criteria per section 3.2.7. Additional ISVOB subcontractors must be included if the IVOSB respondent is seeking the additional bonus point.

The IVOSB respondent must list their **company contact information only** on the IVOSB Subcontractor Commitment Form.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVOSB Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVOSB subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](http://www.in.gov/idoa/2862.htm)) registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor’s veteran business Certification Letter provided by either IDOA or Federal Govt. (VA OSDBU), to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
- IVOSB must have a Bidder ID (see section 2.3.7 - Department of Administration, Procurement Division)
- A Prime Contractor who is an IVOSB can count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the [VA OSDBU](http://www.in.gov/idoa/2352.htm) or IDOA Certified Firm directories <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVOSB must accompany the IVOSB Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSB of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the “**TOTAL BID AMOUNT**” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State’s IVOSB Program. Questions involving the regulations governing the IVOSB Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

STATE OF INDIANA IVO SB SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019 by 3:00 PM EST

TOTAL BID AMOUNT:

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount: Sub-Contract Percentage of Total Bid:	Telephone Number: ()	Fax Number: ()
	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount: Sub-Contract Percentage of Total Bid:	Telephone Number: ()	Fax Number: ()
	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

Respondent Firm

Address

City/State/Zip Code

Representative

Date

Telephone Number

Fax Number

Email Address

Authorizing Signature

Printed Name and Title

Please check if additional forms are attached.
Page _____ of _____

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.

ATTACHMENT B
PROFESSIONAL SERVICES CONTRACT

#

This Contract (“this Contract”), entered into by and between _____ (the “State”) and _____ (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

- 1. Duties of Contractor.** The Contractor shall provide the following services relative to this Contract:
- 2. Consideration.** The Contractor will be paid at the rate of _____ for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$ _____.
- 3. Term.** This Contract shall be effective for a period of _____. It shall commence on _____ and shall remain in effect through _____.
- 4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
- 5. Assignment; Successors.**
 - A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State’s prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor’s legal name or legal status so that the changes may be documented and payments to the successor entity may be made.
- 6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 7. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a “Contractor” under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a “subrecipient” and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit

Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the

procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers

maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the

Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an

unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise (“IVOSB”) participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as “Attachment A-1” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA’s IVOSB Division (“IVOSB Division”) and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor’s performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed

operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division ("Division") certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

E-mail: _____

B. Notices to the Contractor shall be sent to:

E-mail: _____

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP #_____, (4) Contractor’s response to RFP #_____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor’s work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2018 OAG/ IDOA *Professional Services Contract Manual* or the 2018 *SCM Template*) in any way except as follows: _____

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

[Applicable only to contracts processed through SCM]

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

[Contractor]
By: _____

[Indiana Agency]
By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____

Approved by:
Indiana Department of Administration

Approved by:
State Budget Agency

By: _____ (for)
Lesley A. Crane, Commissioner

By: _____ (for)
Jason D. Dudich, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:
Office of the Attorney General

(for)
Curtis T. Hill, Jr., Attorney General

Date: _____

Approved by:
Indiana Office of Technology

By: _____ (for)
Dewand Neely, Chief Information Officer

Date: _____

**Attachment C - Indiana Economic Impact Form
Instructions**

INSTRUCTIONS

1. Complete lines 1 - 15 with the information requested about the company in the Attachment C worksheet.

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

2. Line 16: Enter total amount of this proposal, bid, or current contract.

This figure should match the amount found under the heading "Grand Total" on the Cost Summary tab in Attachment E, Cost Proposal.

3. Lines 18 and 21 measure the full-time equivalent (FTE) count of Indiana residents; this number will be auto-populated on Attachment C worksheet. Respondents shall populate the yellow-shaded cells in the FTE Details worksheet.

The state defines FTE as a measurement of an employee's productivity on a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE.

Please populate the yellow-shaded cells in the FTE Details worksheet.

Respondents shall provide a job title for each of the FTE's proposed for The State of Indiana contract as well as the number of FTE that job title contributes to the total.

ex) PROJECT MANAGER - 1 FTE

Please keep in mind that the only FTE's that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: 10 employees working on 4 contracts (1 of them being the State of Indiana contract) - each of the 10 employees would only count as 1/4 of an FTE or .25. Therefore, the total number of FTE's for this scenario would be 2.5.



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R4 / 1-06)
DEPARTMENT OF ADMINISTRATION
Approved by State Board of Accounts, 2006

INSTRUCTIONS

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	
2	Address/City/State/Zip Code:	
3	Telephone #/Fax #/Website:	
4	Federal Tax Identification Number:	
5	State/Country of domicile/incorporation:	
6	Location of firm's headquarters or principal place of business:	
7	Name of parent company or holding company (if applicable):	
8	State/Country of domicile/incorporation of company listed in #7:	
9	Address of company listed in #7:	
10	IN Department of Workforce Development (DWD) account number:	
11	IN Department of Revenue (DOR) account number:	
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	
13	Total number of employees per most recently completed IRS Form W-2 distribution:	
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	
16	Total amount of this proposal, bid, or current contract:	

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	Prime Contractor Company Name:	
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18	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	0.00
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19	<u>Subcontractor Company Name:</u>				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	0.00	0.00	0.00	0.00

22	<u>Affirmation by authorized official:</u> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief:	
	Signature:	
	Name of authorized official:	
	Title:	
	Date:	

Cost Proposal

RFP 19-105 Attachment D - Cost Proposal Template

Instructions for this Workbook

General Cost Proposal Instructions
This Cost Proposal should include Fixed-Bid Costs to implement the entire proposed scope of services including a) all requirements committed to be met in Attachments F1, F2 and F3, b) those implied by the process,
Prices must be ALL INCLUSIVE, including any and all delivery costs, destination fees and inflation.
This Cost Proposal must include all non-infrastructure and non-hardware product and service costs required to fully execute the proposed scope of services.
Each Cost Summary line item should be described fully in the corresponding worksheet for the appropriate cost category (e.g. Solution Product And Services). The descriptions should include a description of all limitations for products and services including licensing. For instance, if the price for a product license is for up to 600
The additional information must be referenced in the specific worksheet line item description. For instance, if a support agreement is included in the Cost Proposal Worksheet "Support Products And Services" and there is a document that provides all the details for the support agreement, the line item in the worksheet should clearly
All costs in the Cost Proposal should be consistent with the strategy and approach described in Attachment F4 - Technical Proposal - Approach Template as well as the project plan and staffing plan templates.
The "TOTAL BID AMOUNT" cell (bright red shading) in the Costing Summary worksheet must include all costs for
The State reserves the right to contact proposers on price and scope clarification at any time throughout the
Do NOT use "To Be Determined" or similar annotations in the Cost Proposal worksheets. Assumptions should
All worksheets in the Cost Proposal should be thoroughly and accurately completed.
Rows can be added or removed to support your level of detail, however, major categories (e.g. Solution Products
Cost Proposal Formatting Information
The light blue shaded cells indicate information Vendors are expected to provide (e.g. Cost Summary Worksheet,
All red text shown in light blue shaded cells represent SAMPLES and/or EXAMPLES (e.g. Cost Summary Worksheet, Cell D5). The provided red text SAMPLES and EXAMPLES should be replaced or removed in the
Major column and row headings in each worksheet have comments, when needed, defining the required
The description cells in the Cost Proposal worksheets should be limited to 300 words.
Dollar amounts should always be rounded to the nearest whole dollar.

We have included some formulas, however, it is the Vendor's responsibility to ensure the accuracy of all cells
Rows of appropriate data can and should be added. Columns should not be added without prior approval from
Vendor, Vendor Partner and Third Party Instructions
Where costs for products or services are referred to as Vendor, Vendor Partner or Third Party:
Vendor products or services are defined as:
Vendor owned products or services are the sole responsibility of the Vendor, are committed in the Vendor
Vendor Partner products or services are defined as:
Vendor Partner products or services are the primary responsibility of the Vendor, are committed in the Vendor proposal, and will be contracted through the Vendor. All partners providing resources, including
Third Party products and services are defined as:
Third Party products or services are not the responsibility of the Vendor, are included in the Vendor proposal
All products and services in this Cost Proposal must be clearly defined as Vendor (V), Vendor Partner (VP) or
All Vendor Partners and Third Parties must be thoroughly defined in this Cost Proposal and must be included in
The State strongly prefers to have very few, if any, Third Party products or services!
Brief Cost Proposal Worksheet Descriptions
Cost Proposal Narrative - a brief narrative (not longer than two pages) in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's
Cost Summary - A phase-by-phase summary of all costs required to fully execute the proposed scope of services and fully maintain and support products for 6 months following the final implementation. The implementation
Cost Proposal Assumptions - A full description of any assumptions that are not specific to a Cost Proposal
Payment Schedule - A month-by-month schedule of payment triggers and payment amounts based on the proposed project plan in Attachment F5. NOTE: One of the first implementation related payment triggers must be the sign-off on the implementation plan and statement of work. The final implementation related payment
Implementation Services - A full description of each cost item in the Implementation Services section of the Cost
Other Implementation Services and Products - A full description of each cost item in the Other Implementation
Implementation Maintenance Services and Products - A full description of each cost item in the Implementation
Post-Implementation Maintenance Services - A full description of each cost item in the Post-Implementation
Other Post-Implementation Services and Products - A full description of each cost item in the Other Post-

Cost Proposal Narrative

Blank area for the Cost Proposal Narrative.

ID
CPA - 1
CPA - 2
CPA - 3
CPA - 4
CPA - 5
CPA - 6
CPA - 7
CPA - 8
CPA - 9
CPA - 10

Cost Summary ID	Cost Summary Item	Descriptions	ID
			ISP - 1
			ISP - 2
			ISP - 3
			ISP - 4
			ISP - 5
			ISP - 6
			ISP - 7
			ISP - 8
			ISP - 9
			ISP - 10

Cost Summary ID	Cost Summary Item	Descriptions	ID
			OISP - 1
			OISP - 2
			OISP - 3
			OISP - 4
			OISP - 5
			OISP - 6
			OISP - 7
			OISP - 8
			OISP - 9
			OISP - 10

Cost Summary ID	Cost Summary Item	Descriptions	ID
			IMSP - 1
			IMSP - 2
			IMSP - 3
			IMSP - 4
			IMSP - 5
			IMSP - 6
			IMSP - 7
			IMSP - 8
			IMSP - 9
			IMSP - 10
			IMSP - 11
			IMSP - 12
			IMSP - 13
			IMSP - 14
			IMSP - 15
			IMSP - 16
			IMSP - 17
			IMSP - 18
			IMSP - 19
			IMSP - 20

Cost Summary ID	Cost Summary Item	Descriptions	ID
			PIMSP- 1
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			PIMSP- 6
			PIMSP- 7
			PIMSP- 8
			PIMSP- 9
			PIMSP- 10
			PIMSP- 11
			PIMSP- 12
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			PIMSP- 19
			PIMSP- 20

Cost Summary ID	Cost Summary Item	Descriptions	ID
			OPISP - 1
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			OPISP - 7
			OPISP - 8
			OPISP - 9
			OPISP - 10
			OPISP - 11
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			OPISP - 18
			OPISP - 19
			OPISP - 20

Descriptions	Year 1	Year 2	Year 3	Year 4	Year 5	ID
						BEN - 1
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						BEN - 6
						BEN - 7
						BEN - 8
						BEN - 9
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						BEN - 18

State of Indiana
RFP 19-105
HCM – Payroll Modernization

ATTACHMENT E - BUSINESS PROPOSAL

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

2.3.1 General - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

2.3.3 Company Financial Information - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular

areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

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2.3.5 Contract Terms/Clauses - Please provide the requested information in RFP Section 2.3.5.

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2.3.6 References - Please identify at least four (4) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Said list of four (4) clients must be inclusive of at least two (2) clients for whom the Respondent has provided products and/or services that meet the mandatory requirements defined within Attachment P. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

Customer 1	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Customer 2	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Customer 3	
Legal Name of Company or Governmental Entity	

Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Customer 4	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	

2.3.6.1 Does your company have any pending litigation regarding contract disputes?

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2.3.6.2 Please list any contracts lost or terminated in the last three years and provide reasons for loss or termination, as well as contact information.

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2.3.7 Registration to do Business - Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this office may be found in Section 1.21 Procurement Division Registration, and Section 1.22 for the Secretary of State Registration, of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

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2.3.8 Authorizing Document - Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this

authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

2.3.9 Subcontractors - The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products and/or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women's Business Enterprises under IC 4-13-16.5-1. See Section 1.25 and Attachment A for Minority and Women's Business Enterprises information. Please enter your response below and indicate if any attachments are included.

2.3.10 Evidence of Financial Responsibility - This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.29 of RFP for details.

2.3.11 General Information - Each Respondent must enter your company’s general information including contact information.

Business Information	
Legal Name of Company	
Contact Name	
Contact Title	
Contact E-mail Address	
Company Mailing Address	
Company City, State, Zip	
Company Telephone Number	
Company Fax Number	
Company Website Address	
Federal Tax Identification Number (F TIN)	
Number of Employees (company)	
Years of Experience	
Number of U.S. Offices	
Year Indiana Office Established (if applicable)	
Parent Company (if applicable)	
Revenues (\$MM, previous year)	
Revenues (\$MM, 2 years prior)	
% Of Revenue from Indiana customers	

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

- b. What is your company’s technology and process for securing any State information that is maintained within your company?

2.3.12 Experience Serving State Governments - Please provide a brief description of your company’s experience in serving state governments and/or quasi-governmental accounts.

2.3.13 Experience Serving Similar Clients - Please describe your company’s experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

Respondent Name:

Please Complete Yellow Shaded Regions

Question No.	RFP Section and Sub-Section or Appendix and Tab Name	Page	Topic	Specific Question/Inquiry
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State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

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Respondent Name:

Please Complete Yellow Shaded Regions

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State of Indiana RFP 19-105, HCM - Payroll Modernization Services

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Respondent Name:

Please Complete Yellow Shaded Regions

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State of Indiana RFP 19-105, HCM - Payroll Modernization Services

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Respondent Name:

Please Complete Yellow Shaded Regions

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State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

Question No.	RFP Section and Sub-Section or Appendix and Tab Name	Page	Topic	Specific Question/Inquiry	Clarification Responses
1	Attachment P - Vendor Qualification Response Template	1	Q2	Mandatory Clause mentions at least 1 PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees, Can we show experience for PS HCM 9.2 Upgrade for a City in US rather than US State	No. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects and 2 large PeopleSoft 9.1 or 9.2 Payroll implementation projects to successful completion as the primary, contracted Vendor. One upgrade/implementation project and one Payroll implementation project must be for a U.S. State.
2	Attachment P - Vendor Qualification Response Template	1	Q2	Mandatory Clause mentions at least 1 PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees for the Primary Vendor; if we bid along with a partner who has US State experience and we have private company PS HCM Upgrade experience; does that qualify us jointly to bid for this RFP	No. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects and 2 large PeopleSoft 9.1 or 9.2 Payroll implementation projects to successful completion as the primary, contracted Vendor. One upgrade/implementation project and one Payroll implementation project must be for a U.S. State.
3	Attachment P - Vendor Qualification Response Template	2	Q3	Mandatory clause mentions a qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 Payroll implementations to successful completion as the primary, contracted Vendor (can we show experience of two private companies instead of one US state and one private company)	No. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects and 2 large PeopleSoft 9.1 or 9.2 Payroll implementation projects to successful completion as the primary, contracted Vendor. One upgrade/implementation project and one Payroll implementation project must be for a U.S. State.
4		NA	General	Please let us know if the State is planning to upgrade any Non-HCM systems like Finance, Supply Chain during the HRMS upgrade and Payroll Implementation that is being planned	The State is currently upgrading the PeopleSoft Finance system to 9.2. That project will be completed in 2019.
5		NA	General	Please let us know the expected timelines for completion of the project	Given the critical future support dates affecting both the PeopleSoft HCM 9.1 and GEAC Payroll systems, it should be concluded that an implementation period exceeding 30 months could be problematic.

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

6		NA	General	Please let us know if the Current Payroll system (referred to as AOS) is an in-house solution or a packaged ERP product	The current Payroll system is a mainframe system called GEAC. Please refer to Attachments K1, K2, M1 and M2 for more information on the Payroll processes and technologies.
7		NA	General	We assume that it is intended to have a comprehensive implementation of the PeopleSoft Absence and Compensation modules to take advantage of the available functionality. If this is not the case, then please let us know the functionality that you would like to implement.	We expect qualified vendors to recommend the appropriate processes and technologies, including PeopleSoft modules, to satisfy the State's requirements utilizing the vendors recommended best-practices.
8		NA	General	Please list the timeline for the migration of the Performance and Learning mgmt. modules to SuccessFactors.	<p>SuccessFactors Performance & Goals Module: The SAP SuccessFactors Performance solution will be implemented in production in Q1 – 2020. The agency level migration over to the new performance management process will continue during 2020. This solution will support performance management processes for the subset of agencies that are supported by the State Personnel Department. For agencies that have migrated to SAP SuccessFactors based performance management processes, the expectation would be that historical performance appraisal information would still be available for reference in PeopleSoft 9.2.</p> <p>SuccessFactors Learning Module: The rollout dates for the SAP SuccessFactors Learning module have not yet been finalized. For scoping purposes, we recommend that the HCM/Payroll project operate with the assumption that the existing capabilities in ELM 9.2 and the new SAP SuccessFactors Learning Module will both be active in the production environment, during the HCM/Payroll Modernization Project, as the migration will likely be underway NOTE: The PeopleSoft ELM module has already been upgraded to version 9.2.</p>
9		NA	General	We assume that the Implementation of the new modules in PeopleSoft and all documentation will be only in English; please let us know if additional languages are in scope.	We only use English in our system documentation and training.

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

10		NA	General	Please let us know if the State is using any of the fluid enabled features in the current PeopleSoft version. If not, is the State looking forward to take advantage of this feature going forward?	We are not currently utilizing fluid functionality as we are on maintenance package 3 of 9.1. We do plan to utilize some fluid functionality as we would like to maximize the ability to self-serve wherever possible.
11		NA	General	Please let us know if any part of the work that is part of this RFP can be executed outside the United States	There are no parts and/or aspects of RFP 19-105 permitted to be executed outside of the United States.
12		NA	HR	Please let us know the current Employee count. Is the count similar to the number of payees in the payroll system?	There are approximately 30,000+ employees and 1,000 payees in payroll that aren't in PeopleSoft HCM today.
13		NA	HR	Please let us know the number of sub-contractors that you have in the system and how are they being stored. Does the State have any other types of workers stored in your database (e.g. Person of interest etc.?)	Our contractors/subcontractors are paid through Accounts Payable. We currently have some employee groups sitting as Persons of Interest in PeopleSoft. There are approximately 12,000 Contingent Workers (CWR) in HCM.
14		NA	HR	Please let us know how many of your contractors are seasonal	This varies and is not relevant.
15		NA	HR	Please let us know if employees work on multiple jobs in the State with different pay rates and job descriptions for each job	We do not use concurrent jobs at the state. Employees have one rate of pay at the State. May need to have flexibility in future to do that as demographics of our workforce and the economy change.
16		NA	HR	However improbable as it may be, please let us know if there are instances of overseas deputed employees and how the State manage them	The State has 1 employee working overseas.
17		NA	Time and Labor	How many time reporting codes do you have in the system?	We plan to have less than 100. Our current list is being reviewed and scaled back.
18		NA	Time and Labor	How many custom rules do you currently have in the Time and Labor module?	We currently have 204 Time and Labor rules with 90% of them customized. We plan to do some clean-up of this data prior to conversion/upgrade to reduce this number.
19		NA	Integrations	Please list any existing integrations with the current Successfactors solutions and also let us know how many new integrations will need to be built going forward	Please refer to Attachments L, N1 and N2 for more information on the HCM processes and technologies.
20		NA	Integrations	How many integrations do you have from the current HR system? Please provide details of which systems they are integrated.	The current interfaces for HCM and Payroll are defined in Attachments L and K2 respectively.
21		NA	Integrations	Please let us know how many of the integrations are real time and how many are file-based or batch?	The current interfaces for HCM and Payroll are defined in Attachments L and K2 respectively.
22		NA	Integrations	Please list the technologies being used in your integration landscape	The current interfaces for HCM and Payroll are defined in Attachments L and K2 respectively.

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

23		NA	Integrations	Please let us know if the State has any integrations with external time clocks (e.g.: kaba, Kronos)	We do currently support interfaces from multiple time keeping sources and will plan to continue this in the future.
24		NA	Integrations	Please let us know if the respondents need to consider any paper time sheet processes? If so, is the data entered into T&L and then pushed to Payroll or is it handled in payroll directly via integrations?	All hours data today is being processed in the Time and Labor module regardless of collection method. Only exceptions to the standard process may result in a paper timesheet. The standard business process will be Time and Labor.
25		NA	Integrations	Please let us know if the State has implemented any identity management solutions in the system. If so, please provide details	The State is in the process of implementing Appian Application Security Platform. The current scope will utilize identity management from Microsoft Azure Active Directory and PeopleSoft native identity.
26		NA	Customizations	Has the state specifically identified the customizations that the State would like to remove/replace with the functionality available in PeopleSoft 9.2	Attachments H2 an H3 include customization information including recommendations to remove/replace current customizations that were produce by the HCM Fit/Gap process. Respondents should make their own decisions regarding recommendations for future customizations that are needed to satisfy State requirements.
27		NA	Customizations	Please list the number and extent of customizations that exists in each of the modules	Attachments H2 and H3 include the customization information for each of the HCM modules. Payroll is in a separate system today and may require additional customization based on requirements and the recommendations from the vendor on best practices.
28		NA	Customizations	Please let us know if the State is planning to convert any of the current customizations to fluid based layouts – please list which of the customizations would be converted and any other related expectations	Attachments H2 an H3 include customization information including recommendations to remove/replace current customizations that were produce by the HCM Fit/Gap process. Respondents should make their own decisions regarding recommendations for future customizations that are needed to satisfy State requirements.
29		NA	Customizations	Please let us know if the State has implemented any modules with non-PeopleSoft technology (e.g. JavaScript, COBOL etc.)	PeopleSoft uses COBOL but no custom COBOL. The only non-PeopleSoft technology is for the integration with SuccessFactors. The State uses BizTalk.
30		NA	Infrastructure	We assume that the State's current PeopleSoft solution is hosted on premise. Please let us know if there are any plans of hosting it in the Cloud.	This project is planned to be completed with on premise hosting.
31		NA	Infrastructure	Would you be considering the possibility of moving to cloud as part of your long term vision?	The State will continue to define the future strategic direction for all PeopleSoft ERP infrastructure and solutions.

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

32		NA	Infrastructure	Has the Infrastructure Assessment and requirements for PeopleSoft 9.2 (including the new modules) been completed? Would you be looking for any assistance in this regard?	Attachment F1 Technical Requirements Workbook requests respondents to provide recommended PeopleSoft 9.2 infrastructure for the implementation that meets the State's requirements. The respondents are expected to recommend the modules that will achieve the goals of the modernization project.
33		NA	Data Conversion	We assume that the State IT team will extract and transform the legacy data and provide it to the vendor for loading into PeopleSoft. Please let us know if this is not the expectation.	That is correct.
34		NA	Data Conversion	Please let us know if the State intends to migrate historical information into the PeopleSoft system for the new modules being implemented? If yes, then how many years of data is expected to be migrated.	The State anticipates migrating information from the legacy Payroll system into PeopleSoft. The State is expecting qualified vendors to recommend the best practice for data migration to maximize the efficiency and effectiveness of the PeopleSoft HCM 9.2 solution.
35		NA	Reporting	Please list how many new reports are you planning for in the new and existing modules?	The State is expecting proposals to include a definition of future reports needed to meet the State's requirements and efficiently implement the PeopleSoft HCM 9.2 solution.
36		NA	Reporting	Please list the reporting tools currently in use?	The State currently utilizes native reporting tools. For 9.2, Crystal Reports should be replaced with BI Publisher.
37		NA	Absence Management	Please list the leave types that exist and are configured? Please describe any policies for these leave types.	Leave types and rules for all three branches of government were included in the RFP. See Attachment J in Bidder's Library for Leave and Absence Workbook. Standardized leave policies are at https://www.in.gov/spd/2396.htm .
38		NA	Absence Management	Please let us know if the leave policy is the same for different employee types? (e.g. employee type, full/part time, employee class, etc.)	Leave types and rules for all three branches of government were included in the RFP. See Attachment J in Bidder's Library for Leave and Absence Workbook. Standardized leave policies are at https://www.in.gov/spd/2396.htm .
39		NA	Absence Management	Please list the frequency for sending absence data to Payroll? Is there any difference in the frequency for different employee types?	This should occur with each payroll cycle. No difference in frequency.
40		NA	Payroll	How many legal entities that are presently configured or expected to be configured?	There are five EIN's for Payroll. There are additional EIN's for HCM.

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41		NA	Payroll	Please describe the current payroll schedule	The standard payroll schedule is (Saturday through Sunday) a bi-weekly pay period with employees being paid 10 calendar days after the pay period ends, every other Wednesday. The State also runs an off-cycle payroll on the alternating Wednesdays to account for manual warrants. There is also a group that could be paid weekly.
42		NA	Payroll	Please let us know how are sub-contractors paid today and if there exists any change to the current mechanism through the new system	Contractors and sub-contractors are paid through Accounts Payable.
43		NA	Payroll	We assume that the pay-slip generation and distribution will be handled by AOS going forward. Please let us know if this is not what is being planned.	We would like to use PeopleSoft to create the employee paystub.
44		NA	General	Due to the complexity of the solution, is it possible to extend the proposal due date to September November 13th, 2019?	This State does not intend to alter the Aug 15, 2019 proposal due date.
45		NA	General	Is the State of Indiana willing to negotiate a cap on the unlimited liability clause on the sample contract?	Please submit your recommended changes in Attachment E Business Proposal Template.
46		NA	General	Is the State of Indiana willing to negotiate and accept changes to clauses and terms and conditions on the sample contract?	Please submit your recommended changes in Attachment E Business Proposal Template.
47		NA	General	If vendors suggest changes to the standard contract terms will they be disqualified?	Suggested changes to the Standard Contract terms will be evaluated in all phases of the evaluation and selections process. Suggested changes are not grounds for disqualification.
48		NA	General	We respectfully request that commercial clients references can be used to fulfill the RFP references requirements. Please confirm.	No. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects and 2 large Peoplesoft 9.1 or 9.2 Payroll implementation projects to successful completion as the primary, contracted Vendor. One upgrade/implementation project and one Payroll implementation project must be for a U.S. State.
49		NA	General	Are there any restrictions on using project resources based in Global Delivery Centers outside of the United States?	Project resources in support of RFP 19-105 that are based in Global Delivery Centers outside of the United States are <u>not</u> permitted.

**State of Indiana RFP 19-105, HCM - Payroll Modernization
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Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

50	1.24 Equal Opportunity Commitment (Subcontracting)	22	MBE/WBE/ IVBE	I'm a new organization and we are Minority, Woman, and Veteran owned. How does our organization become a sub contractor that has been awarded the contract?	Please reference the applicable Minority, Woman, and Veteran contact information referenced within the Pre-Proposal Presentation via the following: https://www.in.gov/idoa/proc/bids/RFP-19-105/
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State of Indiana RFP 19-105, HCM - Payroll Modernization Services

Attachment G - Question Submission Template

Due Date: Round 1: June 21, 2019, 3:00 p.m. Eastern Time; Round 2: July 3, 2019, 3:00 p.m. Eastern Time

51	2.3.5 Contract Terms/Clauses	26	Mandatory Clauses	While we would not be able to agree to the broad indemnification language in the State's proposed mandatory terms, we could offer to reimburse the State for direct losses of money it incurs if a third party makes a claim against the State for personal injury, damage to tangible property, breach of contractual data security obligations, or intellectual property infringement, to the extent the claim arises out of something we did, not the State's or someone else's actions. "Losses" includes dollar judgments, agreed upon settlement amounts, and reimbursement for attorney's fees which the party we are indemnifying incurs, all to the extent attributable to our actions. We do not seek indemnification from the State. Would the State consider our proposal as "responsive" with this exception included or would our proposal be deemed "non-responsive" if we cannot accept that one clause but accept all of the other mandatory clauses "as-is"?	Please submit your recommended changes in Attachment E Business Proposal Template.
52	1.28 SUMMARY OF MILESTONES	41	Due Date	Will the State consider a two week extension to the RFP response due date?	This State does not intend to alter the Aug 15, 2019 proposal due date.
53	1.29 EVIDENCE OF FINANCIAL RESPONSIBILITY	23	Bond	To satisfy the State's EVIDENCE OF FINANCIAL RESPONSIBILITY requirement in section 1.29 of the RFP, would impressive audited financial statements be deemed as acceptable evidence?	The percentage commitment still needs to be met. The evidence of financial responsibility must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond acquired from a surety company registered with the Indiana Department of Insurance, or other evidence deemed acceptable by the State.
54	1.29 EVIDENCE OF FINANCIAL RESPONSIBILITY	23	Bond	(See question 3 above) If not, may respondents take exception to the requirement in section 1.29 requesting the submission of an irrevocable letter of credit, certified check, cashier's check, or a bond in the amount of 10% of the negotiated total contract dollar amount?	Please submit your recommended changes in Attachment E Business Proposal Template.
55	2.4.8 Attachment F8 – Future-State Process Definition Template	33	Future State Process Flows	Since future state process flows are typically documented as a result of design sessions and validated conclusions, would the State be willing to eliminate the requirement to produce process flows as part of the RFP response?	To clarify, the State is requesting respondents include <u>high-level</u> process flows and narratives for the <u>major process improvements</u> the vendor recommends given their knowledge of the PeopleSoft HCM 9.2 solution and best practices.
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**State of Indiana RFP 19-105, HCM - Payroll Modernization
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Question No.	RFP Section and Sub-Section or Appendix and Tab Name	Page	Topic	Specific Question/Inquiry	Clarification Responses
1	Attachment F3 Project Related Requirements Workbook, Vendor Team Experience tab	N/A	Vendor Team Experience	Testing methodology is common across ERP solutions and not specific to the application. Also, the number of years is higher than what is typically staffed. Is it possible for the Sr. HCM / Payroll Test Lead to have 5-7 years of ERP system testing experience?	This is not a mandatory requirement. Please provide a detailed description of the HCM, Payroll and PeopleSoft testing experience for each key team member.
2	Attachment F3 Project Related Requirements Workbook, Vendor Team Experience tab	N/A	Vendor Team Experience	Training methodology is common across ERP solutions and not specific to the application. Also, the number of years is higher than what is typically staffed. Is it possible for the Sr. HCM / Payroll Training Lead to have 5-7 years of ERP training experience?	This is not a mandatory requirement. Please provide a detailed description of the HCM, Payroll and PeopleSoft training experience for each key team member.
3	Attachment F3 Project Related Requirements Workbook, Vendor Team Experience tab	N/A	Vendor Team Experience	The Technology Architect role is common across ERP solutions and not specific to the HCM / Payroll application. Also, the number of years is higher than what is typically staffed. Is it possible for the Technical Architect to have 7-10 years of ERP system technical architecture experience?	This is not a mandatory requirement. Please provide a detailed description of the HCM, Payroll and PeopleSoft technical architect experience for each key team member.
4	Attachment F1 Technical Requirements Workbook, Service Level Requirements tab	N/A	Solution Capacity - Concurrent Users	Self service is expected for 35,000 employees. In our experience, concurrency (users logged in at the same instant using the website) requirement for 35,000 employees through self-service is very high and we've normally observed this to be around 5-7%. Is it possible to review this concurrency requirement and reduce the concurrency to 2,500?	Please include all concerns and recommendations with responses to any requirement.
5	Attachment H2 HCM Fit Gap 9.2 RTM Documentation	31	CoreHR Fit Gap Analysis Document - SOI CR	Some of the projects marked with "Y?" in "Need for 9.2" column and notes says " to verify with SPD Compensation team". Is it correct to assume the objects associated with these projects needs to be retrofit as part of the project?	The fit/gap indicated all of the objects that would need to be retrofit if they were not 9.2 functionality. SOI is open to some process changes to avoid customizations.
6	Request for Proposal, Section 1.5 Scope and Usage - PeopleSoft HCM and SuccessFactors	9	Scope and Usage	Is it the intent of the State to use the HCM Warehouse referenced in the RFP as a copy of your production HCM instance for reporting going forward?	We are looking for vendors to make recommendations around future reporting needs.
7	Request for Proposal, Section 1.10 Question/Inquiry Process	14	Question/ Inquiry Process	Would the State consider adding one additional round of Questions and Answers given we are still six weeks out from proposal submission?	To ensure forthcoming key milestones are met and the solicitation schedule is adhered to there will not be an additional round of questions and answers.
8	Attachment F2 Functional Requirements Workbook, Payroll	N/A	Payroll	Which system is responsible for calculating Pension payments? Is the State of Indiana considering PeopleSoft Pension module implementation for these in the future? Otherwise will the current system interface the payments to PeopleSoft Payroll in the future?	The state is open to solutions including or excluding the Pension models.
9	Attachment M1 Payroll Technology Infrastructure Description	1	SQL Server Databases	There are 22 Microsoft SQL Server 2012 databases. What is the function of these 22 SQL server databases in relation to Payroll implementation scope?	AOS uses some of the 22 Microsoft SQL for payroll (close to 3 of 22). Reporting related to payroll given to external an source from the SOI.

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10	Attachment F2 Functional Requirements Workbook, Alloc	N/A	Allocations	Does the State intend for the Vendor to complete the setup/configuration in the Project Costing/General Ledger modules in Finance in order to meet the Allocation requirements presented in this RFP? The Allocation requirements cannot be met in the HCM application, as HCM is intending to collect the funding sources, distribute the money and then send it to Financials. Allocation setup/configuration happens in the Finance application either in the Project Costing or General Ledger module.	We have SMEs that can partner from our Finance Support Team for cross-over from T&L or Payroll. We understand the interdependence.
11	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-001	End-User Training Plan	Please provide a list and description of all of the distinct audiences that need to be trained, and the number of trainees in each audience, so that we can accurately estimate the number of classroom deliveries and materials production costs.	We expect the training requirements will be significant across many organizations throughout the State. Respondents should use their experience with government entities of similar size and complexity to estimate the proper training strategies and plans.
12	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-013	Computer Based Training Maintenance	Since SOI wants to maintain and edit training, what elearning authoring tools does the state currently use or prefer? If none, should the vendor be prepared to provide this authoring software to the state?	Our current tool is Adobe Captivate-Future State Success Factors uses Adobe Captivate and articulate StoryLine.
13	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-005	Training Delivery Approach	Does the state wish to include training on all business process changes in addition to system training?	The State is looking for qualified vendors to recommend the scope of training.
14	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-002	Training Timing	Typically training content cannot be developed until the new systems are relatively stable and functioning in a training or test environment. Will the time needed for training content development be mutually agreed on by the State and the vendor training team?	YES
15	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-002	Training Timing	Does the state expect all training to be piloted, refined, and delivered prior to go-live?	Yes, all except recurring training.
16	Attachment F3 Project Related Requirements, Tab 3. Trail	PRTR-027	Training Location	Will the training vendor be expected to manage training logistics (notifications, enrollment, tracking, reporting, booking training labs, etc.) ?	No, as it could be very expensive.

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17	1.29 EVIDENCE OF FINANCIAL RESPONSIBILITY	23	Bond	<p>The State requires "Evidence of Financial Responsibility" in the amount of 10% of the negotiated total contract dollar amount to guarantee the performance of the selected respondent over the life of the contract. The evidence of financial responsibility must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond.</p> <p>These types of performance guarantees have become rare in today's marketplace. While we are a financially stable organization, issuing a letter of credit or similar instrument would require us to tie up a significant amount of capital over an extended period of time. We believe there are alternative, more effective approaches that protect the State during an implementation. For example, requiring a deliverable/milestone based contract that includes a 'hold back/retainage' percentage of total fees until project Go-Live has been a successful alternative in our past projects.</p> <p>Would the State allow other alternatives to protect the financial interests of the State such as a deliverable/milestone based fee approach with a certain hold back/retainage percentage until project Go-Live?</p>	Please include all concerns and recommendations with responses to any contract related term, condition or requirement.
18				What is the estimated cost of the Modernize the Human Resources and Payroll Business Processes and Technologies Project?	That is yet to be determined.
19				Has the Department allocated funding for the Modernize the Human Resources and Payroll Business Processes and Technologies Project yet? If so, through which source (budget, CIP, state/federal grant, etc.)? If no funding is secured, which sources will be sought and when? If utilizing a grant, would you be able to specify which one?	There is an approved budget to support this project.
20				When does the Department want this solution to be implemented by?	We are looking for vendors to make recommendations around implementation schedules.
21				What other systems will have to integrate or interface with the Modernize the Human Resources and Payroll Business Processes and Technologies Project, and what vendor provides each system?	The many integration and interfaces are defined in the RFP and attachments. Please see Attachment H2
22				Does the Department need to replace or upgrade any of the integrated systems in the next 5 years? If so, which system and when?	It is possible for many of the integrations and interfaces to require updates or replacement.
23				What vendor provides the current Solution? When does the contract expire?	The relevant information is provided in the RFP.
24				At the point of the closure, who will be the technical point of contact for the Modernize the Human Resources and Payroll Business Processes and Technologies Project?	There will be technical points of contracts from the States IOT department and the sponsor organizations, AOS and SPD.

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25				Does the Department anticipate any professional or consulting services may be needed through separate procurements to accomplish this effort? (i.e. project planning/oversight, PM, QA, IV&V, staff augmentation, implementation services etc.)? If so, what services does the Department desire and how do they anticipate to procure?	For a project of this size and complexity, the State will likely require some service augmentation. The project leadership and governance teams will continue to evaluate the need for additional services as the RFP procurement process proceeds.
26				1. Aside from this solicitation, is the Department looking into any other technology projects within the next 3 years? If so, what kind?	Several AOS and SPD active or planned projects are described in the RFP. Additional projects will continue to be evaluated as business cases are developed.
27				~What are the drivers for these project(s)?	Efficiency, productivity and citizen service
28				~How does the Department plan to procure the potential project(s)?	This not material to this project
29				~When does the Department want them to be implemented?	Various times that should not impact this project.
30		NA	Interfaces	Please list the interfaces from PeopleSoft to Successfactors along with the frequency	Please refer to Attachment H2
31		NA	Data Conversion	We understand that the State would like to migrate historical payroll data to PeopleSoft. Please let us know how many years of data needs to be migrated and the current Payroll database size.	We are requesting qualified vendors to recommend the data conversion and migration strategy that reflects best practices for PeopleSoft HCM implementations for State governments of similar size and complexity.
32		NA	Infrastructure	We understand that the State is planning to virtualize its servers and implement a Linux OS. Could you please specify the version of the Linux OS being planned if this has been worked out	At this time, SOI is planning to implement Oracle Enterprise Linux. Contract terms are currently under negotiation. The version will be the latest PeopleSoft certified version available at the time when the first upgrade environment is provisioned.
33		NA	Infrastructure	Please specify the CPU count, RAM, Database and File Repository size of the current PeopleSoft environment. We assume that the DR Site will have similar specifications as the Primary Site – please confirm	Current environment runs on physical servers that will be decommissioned after go-live. Vendor should recommend appropriate virtual server specifications for the load and deliverables of this project.
34		NA	Infrastructure	We assume that the State will provide Staging and Test environments along with the necessary infrastructure before the start of the project – Please confirm	That is correct! We are asking qualified vendors to include the infrastructure / environments required to execute their implementation strategy and plan.
35		NA	Submission	Please let us know if the teams be granted an extension to ask the new set of questions to 10 July and can the submission deadline be extended to 30 August.	To ensure forthcoming key milestones are met and the solicitation schedule is adhered to there will not be an additional round of questions and answers. The State does not anticipate an extension approval relative to the proposal due date of Aug 15, 2019.

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36	Attachment P - Vendor Qualification Response Template	43467		<p>We are currently working on some contractual items with a potential partner firm we are working with to respond to the HCM Payroll Modernization RFP. Because of the timing associated with getting these agreements in place and also some scheduled vacations, we are not going to be in a position to provide a comprehensive response to the Intent to Respond and Vendor Qualifications by the scheduled 7/12 date.</p> <p>Would not responding with the Intent and Questionnaire by 7/12 disqualify us from this RFP. We could provide some cursory answers to the questionnaire but would be representative of our actual RFP response once we have our partnership agreements in place.</p>	The Vendor Qualification Response Template asks for responses to the mandatory qualifications which must be met in order to qualify to be the primary Vendor. Contractual arrangements with potential partners should not change the ability of a Vendor to qualify as a primary Vendor.
37	2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY 3.2 EVALUATION CRITERIA	35 & 38	Buy Indiana	Will a prime be awarded the five Buy Indiana points if they include a Minority, Women's, and/or Indiana Veteran Business Enterprise that is able to claim preference points by being on the Buy Indiana roster? Will this be in addition to the appropriate points allotted for meeting the Minority, Women's, and Indiana Veteran Business Enterprise goals?	Please refer to RFP Section 3.2 Evaluation Criteria.
38	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses)	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses). Question 12	Future State for Employees Not Currently Paid from PeopleSoft	Can the State outline how it pays the approximately 1000 employees who are not in the PeopleSoft HCM environment today? Will these employees be a part of the HCM 9.2 solution in the future-state?	All employees are paid through GEAC today. These 1000 employees submit their payroll directly to the Auditor of State, currently, which updates GEAC to process their payroll. Future state all employees will need processed through PeopleSoft 9.2 solution.
39	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses)	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses). Question 16	Payroll for Overseas Employee	Can the State outline how it pays the one overseas employee?	The State is evaluating how we will proceed with overseas employees.
40	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses)	RFP 19-105 HCM-Payroll Modernization - Attachment G (Round 1 - Question Responses). Question 8	Success Factors	Round 1 -- Question Responses #8 identifies a "subset of agencies" that SuccessFactors will support for performance management processes supported by the State Personnel Department. Will there be any agencies who will not use SuccessFactors Performance Management or will all agencies be using the SuccessFactors solution?	Please refer to RFP Section 1.5 Scope and Usage

State of Indiana RFP 19-105, HCM - Payroll Modernization Services

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41			Staffing	What is the State's planned staffing plan?	The State plans to aggressive staff the implementation project with knowledgeable and experienced technology and business leaders and SMEs. We plan to provide PeopleSoft HCM and Payroll training to key team members as part of the initial implementation phase, if not before. We are asking qualified vendors to identify the State resources required to support their implementation strategy and plan.
42			Training	Does the State have plans for the staff not familiar with PeopleSoft and their associated project responsibility areas to get "training" prior to the start of the project?	See Answer to Question No. 41
43			Training	Will the State get their personnel trained in both the Payroll and Absence Management prior to the start of the project?	See Answer to Question No. 41
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State of Indiana
RFP 19-105
HCM – Payroll Modernization

Attachment O – Intent to Respond Template

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) ~~no later than 3:00pm (Eastern Time) on July 17, 2019~~ to indicate your intent to respond to this RFP. For planning and preparation purposes, the intent to respond is required from vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Vendor Qualification Response Template (Attachment P) is included within the submittal of your completed Intent to Respond Template. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.

Company Name: _____

Contact Name: _____

Contact Title: _____

Address: _____

Contact Telephone: _____

Contact Email: _____

Fax: _____

Mark **one** of the following:

_____ We **do** plan to respond to this RFP with a proposal for HCM
- Payroll Modernization Services

_____ We **do not** plan to respond to this RFP

Reason if no: _____

Indicate approach(s) to be presented: _____

State of Indiana
RFP 19-105
HCM – Payroll Modernization

Attachment P – Vendor Qualification Response Template

The State intends to select and contract with a single qualified primary Vendor. The following are the mandatory qualifications which must be met in order to qualify to be the primary Vendor. Please submit detailed project experience for each requirement below including client organization, number of employees, PeopleSoft version (e.g. PSv9.x), modules addressed and level of business process transformation.

Return this form by e-mail to Sean Cooper (SeCooper@idoa.IN.gov) no later than ~~3:00pm (Eastern Time) on July 17, 2019~~ **3:00pm (Eastern Time) on August 15, 2019**. Please ensure that a completed Intent to Respond Template (Attachment O) is included within the submittal of your completed Vendor Qualification Response Template. This is required for preliminary vendor qualification purposes to ensure mandatory requirements are met by those vendors that intend to submit a formal proposal in response to RFP 19-105. The State will determine (as needed) if vendor response clarification discussions and/or presentations are required.

1. A qualified primary Vendor must have the experience and ability to lead the process and technology transformation and modernization as explained in this RFP.

Response:

2. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects to successful completion as the primary, contracted Vendor. The experience must include:
 - a. at least 1 PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees who faced similar challenges as those explained in this RFP,
 - and
 - b. at least 1 additional PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a legal entity (i.e. U.S. state government, U.S. local government, private company) with at least 25,000 employees who faced similar challenges as those explained in this RFP.

Response:

3. A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 Payroll implementations to successful completion as the primary, contracted Vendor. The experience must include:
 - a. at least 1 PeopleSoft 9.1 or 9.2 HCM Payroll implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees who migrated from a legacy system and faced similar challenges as those explained in this RFP,
 - and
 - b. at least 1 additional PeopleSoft 9.1 or 9.2 HCM Payroll implementation, within the past 7 years, for a legal entity (i.e. U.S. state government, U.S. local government, private company) with at least 25,000 employees who migrated from a legacy system and faced similar challenges as those explained in this RFP.

Response:

4. Please provide details if you have performed both a large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation project and a large PeopleSoft 9.1 or 9.2 HCM Payroll implementation within a single project.

Response:

RFP 19-105 HCM-Payroll Modernization

Attachment Q - Definition and Abbreviations of Terms

IV & V	Independent Verification and Validation
ACA	Affordable Care Act
Alchemy	Document Repository for Agency access of GEAC-related reports
AOS	Auditor of State
AP63	Payroll form completed by the Agency to request change in GEAC
AS47	Non PS Deduction Form
ATC	Alcohol & Tobacco Commission
ATG	Attorney General's Office
Award Recommendation	IDOA's summary to the agency being supported, typically in letter format, of the solicitation and suggestion on vendor selection for the purposes of beginning contract negotiations.
BMV	Bureau of Motor Vehicles
BMVC	Bureau of Motor Vehicles Commission
BOAH	Board of Animal Health
BU	Business Unit
CAFR	Comprehensive Annual Financial Report
CHE	Commission of Higher Education
CJI	Criminal Justice Institute
CODY	Time Solution utilized by DNR Officers
Common File	Labor Distribution information
Contract Award	The acceptance of IDOA's Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
DCS	Department of Child Services
DFI	Department of Financial Institutions
DHS	Department of Homeland Security
DNR	Department of Natural Resources
DOC	Department of Correction
DOE	Deduction or Other Earning
DOE	Department of Education
DOI	Department of Insurance
DOL	Department of Labor
DOR	Department of Revenue
DWD	Department of Workforce Development
EMPLID	PeopleSoft Employee ID
ERM	Employer Reporting Maintenance
FSSA	Family and Social Services Administration

Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFP for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
GCPD	Governor's Planning Council for People w/ Disabilities
GEAC	IN Payroll Solution – An INFOR product
GEAC Master File	Interface to IOT & INDOT - Provides pay-related data and accruals that are loaded into the PeopleSoft 9.1 payroll tables; also feeds data to ESS
GMIS	Government Management Information Services
GSHARE	Share Drive for GEAC-related information
GOV	Governor's Office
HRC	IN Horse Racing Commission
IAC	Indiana Administrative Code
IARA	IN Archives and Records Admin
IBTR	IN Board of Tax Review
IC	Indiana Code
ICRC	IN Civil Rights Commission
IDEM	IN Department of Environmental Management
IDOA	IN Department of Administration
IEDC	IN Economic Development Corporation
IGC	IN Gaming Commission
Implementation	The successful implementation of HCM-Payroll Modernization services at the Indiana Government Center as specified in the contract resulting from this RFP
INHE	IN Commission on Higher Education
INSB	IN School for the Blind
INSC	IN Supreme Court
INSD	IN School for the Deaf
INSM	IN State Museum
INPRS	IN Public Retirement System
INDOT	IN Department of Transportation
Installation	The delivery and physical setup of products or services requested in this RFP
INTAX	DOR program to file state tax
IOT	IN Office of Technology
ISDH	IN State Department of Health
ISL	IN State Library
ISP	IN State Police
ITP	IN Transparency Portal
IURC	IN Utility Regulatory Commission
IVH	IN Veterans Home
JTAC	Judicial Technology & Automation Commission

JWF	JWF Specialty - Long-Term Disability and Worker's Comp Vendor
LG	Lieutenant Governor
LSA	Legislative Services Agency
MPH	Management Performance Hub
OEA	Office of Environmental Adjudication
OIG	IN Office of Inspector General
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: <ol style="list-style-type: none"> 1) The judicial branch 2) The legislative branch 3) A political subdivision (includes towns, cities, local governments, etc.) 4) A state educational institution
OUCC	Office of Utility Consumer Counselor
PAGE	PAGE Process utilized for time capture from 3.5 agencies who do not utilize PeopleSoft Time & Labor - Agencies include: DNR Officers, Court of Appeals, Prosecuting Attorneys, and Legislative Services
Pay Fake	Initial GEAC payroll processing for errors and edits
PCN	Position Control Number
PDC	Public Defenders Council
PERF	Public Employees Retirement Fund - Administered by INPRS
Persons of Interest (POI's)	Individuals paid by State of Indiana
PID	Pension ID
PIMAGE	File provided from GEAC to GMIS – used to create check stub in PeopleSoft
PLA	Professional Licensing Agency
PPAF	Personnel Payroll Action Form
Products	Tangible goods or manufactured items as specified in this RFP
Proposal	An offer as defined in IC 5-22-2-17
PUM	PeopleSoft Update Manager
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract
SBA	State Budget Agency
SBOA	State Board of Account
Services	Work to be performed as specified in this RFP
SGB	Separate Governing Body
SOI	State of Indiana
SOP	Standard Operating Procedures
SPD	State Personnel Department

SOC Code	Code defining job description for DWD
SOS	Secretary of State
State Agency	As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government
TM700	Converts old school GEAC funds to PeopleSoft Funds
TOS	Treasurer of State
Total Bid Amount	The amount that the respondent proposes on Attachment D that represents their total, all-inclusive price.
TRC Code	Time Reporting Code
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products or services requested by this RFP
VSC	Valuable Scope Contribution – A business function that supports the scope of this solicitation
WCB	Worker's Compensation Board
WRSP	White River State Park – Quasi – Not paid through Payroll

**INDIANA’S AUDITOR OF STATE, STATE PERSONNEL
DEPARTMENT, & OFFICE OF TECHNOLOGY**

CONFIDENTIALITY AGREEMENT

RFI & RFP 19-105 HCM - PAYROLL MODERNIZATION

Attachment R

The contractor understands and agrees to maintain the confidentiality of any and all non-public data, materials and information ("confidential and proprietary information"), which it receives from Indiana’s Auditor of State (“AOS”), State Personnel Department (“SPD”), Office of Technology (“IOT”), and partner agencies. The contractor understands and acknowledges that any and all information obtained during the course of its involvement with the HCM-Payroll Modernization (Project), including information regarding internal computer systems or databases, processes, and systems for AOS, SPD, IOT, and partner agencies and/or development of a replacement system, is confidential and proprietary information. The contractor agrees to use the confidential and proprietary information solely for the benefit of the AOS, SPD, IOT, and other partner agencies as it relates to the Project. The contractor will not share or provide, in any manner, any confidential and proprietary information under this confidentiality agreement to any other person ("third party") without the express written consent of the AOS, SPD, IOT, and other partner agencies. The contractor further agrees to return or destroy any confidential and proprietary information as and when the AOS, SPD, IOT, and other partner agencies directs. Upon termination or expiration of the parties' engagement, the contractor shall not retain any confidential and proprietary information for any purpose whatsoever. The contractor understands that any unauthorized disclosure of any confidential and proprietary information may constitute a breach of this confidentiality agreement and may be grounds for the immediate termination of any contract or statements of work between the contractor and the AOS, SPD, IOT, and other partner agencies under which such access or disclosure was permitted, and denial of further work with the AOS, SPD, IOT, and other partner agencies.

Notwithstanding anything to the contrary contained herein, the AOS, SPD, IOT, and other partner agencies understands and acknowledges that the contractor provides services related to information risk management services, project management, and other similar services to other Indiana state agencies and non-Indiana governmental entities. Nothing herein shall preclude the contractor from continuing its work with such entities or from providing additional services related to information risk management services, project management, and other similar services for such entities.

Confidential and proprietary information, as described herein, does not include, and the restrictions contained herein shall not apply to any information that (i) is or becomes generally available to the public through no act or failure to act on the part of the contractor; (ii) can be shown by reasonable documentation to have been known to the contractor at the time of its receipt from the AOS, SPD, IOT, and other partner agencies without an obligation of confidentiality; provided that any information regarding the Project provided by the AOS, SPD, IOT, and other partner agencies prior to the execution of this confidentiality agreement shall be considered confidential/proprietary information as defined herein; or (iii) can be shown by reasonable documentation to have been independently developed by the contractor.

Indiana Auditor of State (AOS)

Name and Title, Printed

Signature

Date

Indiana State Personnel Department (SPD)

Name and Title, Printed

Signature

Date

Indiana Office of Technology (IOT)

Name and Title, Printed

Signature

Date

Contractor / Respondent

Name and Title, Printed

Signature

Date

Pre-Proposal Conference on June 25, 2019

Company Name	MBE/ WBE/ IVOSB	How did you hear about this Pre-Proposal Conference? (Please Circle One, or List Other)
		IDOA Current Opportunities Website Email Solicitation Supplier Diversity Division Other: _____
		IDOA Current Opportunities Website Email Solicitation Supplier Diversity Division Other: _____
		IDOA Current Opportunities Website Email Solicitation Supplier Diversity Division Other: _____
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		IDOA Current Opportunities Website Email Solicitation Supplier Diversity Division Other: _____
		IDOA Current Opportunities Website Email Solicitation Supplier Diversity Division Other: _____



STATE OF INDIANA

Request for Proposal 19-105

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of:

**Auditor of State, State Personnel Department and Indiana Office of
Technology**

Solicitation In Support Of:

**Modernize the Human Resources and Payroll Business Processes
and Technologies**

Response Due Date: August 15, 2019 by 3:00 PM Eastern Time

Sean Cooper, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

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SECTION ONE GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of the Auditor of State (AOS), State Personnel Department (SPD) and the Indiana Office of Technology (IOT) requires a respondent provide and implement the HCM – Payroll Modernization. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the scope of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 BUSINESS CHALLENGES

AOS Business Challenges

The AOS implemented a Payroll and General Ledger system in 1992 which had very little integration to the State Personnel Department's Human Resources System that was in place at that time. The Human Resources and General Ledger Systems were replaced by PeopleSoft solutions in 1999 and 2009 respectively.

The payroll solution of 1992 has not been effectively enhanced by the vendor over the past few years and the vendor has announced the solution support will no longer be provided past 2023. Even if basic support can be secured through a third-party provider, the capabilities of the solution will become static in the future and the vendor will most likely see the best members of the support staff leave for more stable opportunities. This poses an unacceptable risk for this vital service and solution.

The current solution's constrained processes have limitations that drive operational inefficiency, higher cost, and a higher risk of errors within the AOS and throughout State government. In addition to the operational inefficiencies and risks, it is very cumbersome, if not nearly impossible, to meet new employment and reporting standards without customized, tedious work-arounds.

While AOS and partner organizations continue efforts to improve processes, achieve efficiencies and drive taxpayer benefits, the current solution does not provide an acceptable near-term or long-term foundation.

HCM Business Challenges

The PeopleSoft Human Capital Management system (HCM) was first implemented by the State in 1999. The functionality includes Core HR capabilities, HR data, and Time & Labor. The HCM functionality integrates with PeopleSoft Financials which is used by all State Organizations.

The currently installed HCM version 9.1 will be no longer be able to be part of mainstream Oracle support beginning in September 2019. The non-mainstream Oracle support beginning in September will be more expensive and less comprehensive.

The new PeopleSoft HCM version 9.2 modules have expanded significantly in functionality, scalability, usability, and mobility, along with reduced cost of ownership over the past few releases.

Due to the magnitude of customizations, the State has not been able to implement the expanded HCM functionality since version 8.9. As a result, modules are missing numerous enhancements and software “bug” fixes which prevent SOI from moving forward with critical solutions and infrastructure updates and improvements.

The SOI needs to transition to the most current PeopleSoft HCM version which provides the functionality required to eliminate unnecessary customizations and facilitate streamlined and efficient HR and Payroll processes throughout State government. To avoid falling into the same update problems described previously, a sustainable resource plan for implementing updates and expanded functionality as they become available is required.

1.3 BACKGROUND

In June of 2018, the AOS embarked upon an initiative (Payroll Modernization Project) to modernize and transform business processes, technology, and services supporting State payroll targeting significant tangible and intangible benefits, as well as reduced risk. During Q3 of 2018, the Payroll Modernization team initiated the project and launched efforts to define State-wide current payroll process and future requirements. The State selected International Software Group (ISG) to provide the process and requirement definition services. In October, the team recommended, and executive leadership approved alignment of the future payroll solution with the State’s PeopleSoft ERP strategy.

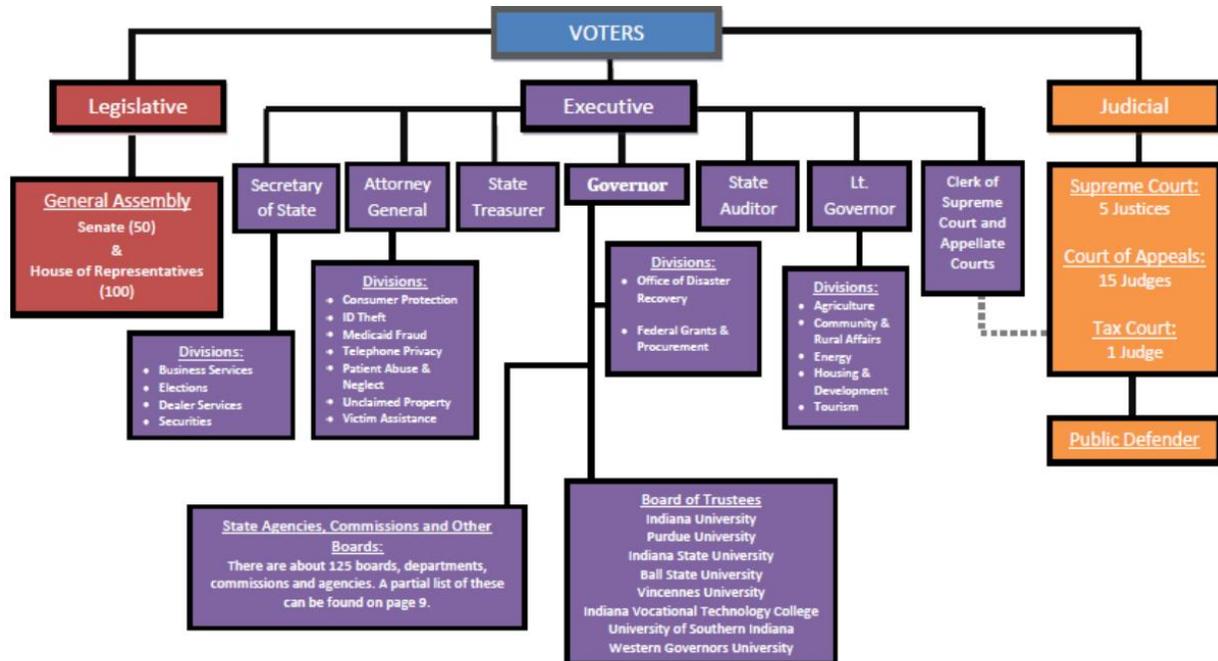
During the 2nd half of 2018, SPD and the Government Management Information Systems (GMIS) revised plans and initiated efforts to assess and evaluate the work necessary to successfully upgrade or re-implement PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2. The assessment identified an initial need for a Fit/Gap effort to evaluate past customizations, socialize the improvements available within the 9.2 product, and design potential solutions with best practices in mind. The Fit-Gap RFS was issued in December of 2018 and the initiative launched in January 2019. The State selected MOTOWN as our partner to provide Fit/Gap and PeopleSoft HCM 9.1 preparation services.

Given the AOS decision to align the future Payroll solution with the State’s PeopleSoft ERP strategy and the realization that both projects targeted an efficient, effective implementation of the State’s PeopleSoft HCM solution on the latest PeopleSoft version, the executive sponsorship approved the merger of the HCM 9.2 Project and Payroll Modernization projects in November of 2018 to create the HCM-Payroll Modernization Project. This alignment was focused on ensuring the funding, resources, business process redesign, communication, training, change management, and implementation timeline are integrated and appropriately supported. A single governance committee will provide the oversight and mechanism of escalation to best position this modernization program for success.

As a result, the AOS, SPD and the IOT are executing an initiative to modernize the human resources and payroll business processes and technologies. The State has assembled a team including members from three branches of government, multiple State agencies and quasi-agencies, boards, commissions, the State Budget Agency (SBA), AOS, SPD and IOT to guide the future of the integrated HCM/Payroll solution in order to bring meaningful change to State operations.

1.4 KEY ORGANIZATIONS

Many organizations throughout the State partner with, or are serviced by, the AOS, SPD and GMIS departments through their technology systems and business processes. The following is an organization chart and listing showing the broad reach of human resource and payroll services:



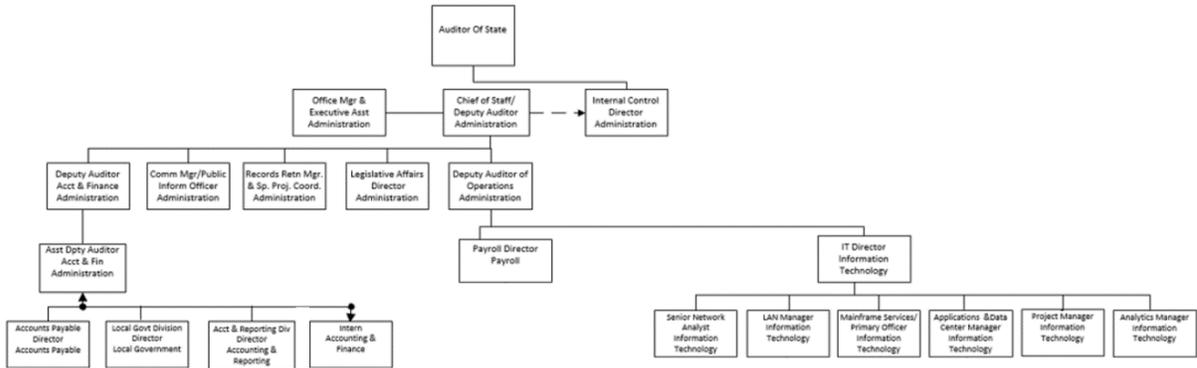
Auditor of State (AOS)

The Indiana AOS is responsible for paying all State employees; State police pension recipients; accounting for State funds, creating the State's Comprehensive Annual Financial Report (CAFR); overseeing and disbursing county, city, town, and school tax distributions; and, paying the State's bills. The AOS is also the Administrator of the State of Indiana Deferred Compensation Plan, known as Hoosier S.T.A.R.T.

The AOS Payroll Department pays 30,000+ State employees, including all elected officials, 1,600+ police pension recipients and retired governor's and governor's widows and several other unique groups. Payroll encompasses all three branches of State government and five additional State entities with separate tax ID numbers (State of Indiana, Bureau of Motor Vehicles, Indiana State Museum, Indiana State Lottery Commission and the Indiana State Police Pension Trust). Payments to employees are made primarily by direct deposit or pay card, although weekly checks and manual warrants are processed. There are close to 150 payroll deduction or other earnings codes (DOE Codes) utilized. The department also calculates, withholds, and reports taxes to the appropriate tax authorities and is responsible for federal and state compliance reporting to various entities. All

payroll processes are processed in-house, including but not limited to W-2 creation and distribution, garnishment processing, all tax reporting and filing, and retirement wage and contribution reporting. The following is the organization chart for AOS:

Indiana AOS Department Organizational Chart



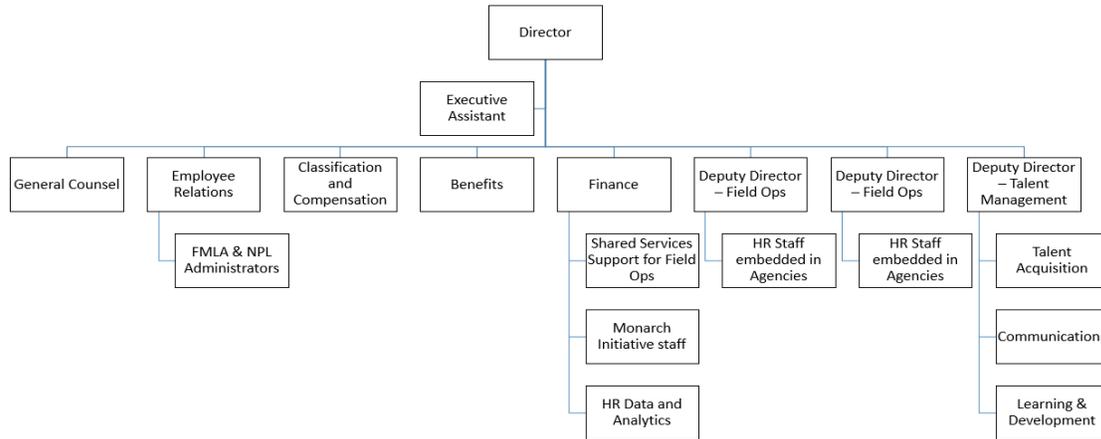
State Personnel Department (SPD)

The Indiana State Personnel Department (SPD) is responsible for providing human resources services for the executive branch of Indiana State Government; administering medical, dental, vision, life, and disability plans and wellness programs for 30,000 State employees and their eligible dependents; developing and administering the classification and compensation plans; recruiting, hiring, and onboarding new employees; setting standards and implementing pay increases related to performance management; managing and reporting on data for employees through the enterprise-wide ERP system; developing and applying standardized policies governing the employment relationship; processing requests for family and medical leave and new parent leave; overseeing drug and alcohol testing programs; and providing advice and counsel to managers.

The SPD employs a staff of 206 FTEs and assigns HR Generalist field staff to provide services directly within partner locations and HR Specialist staff within the central office to accomplish the responsibilities listed above. The SPD Finance division manages the budget and costs allocated for field services provided directly to partner organizations, core responsibilities for SOI as an enterprise, and dedicated benefits funds related to health care plans. The State civil service law, Ind. Code §§ 4-15-2.2, et seq., identifies entities not under SPD's jurisdiction; however, many of those entities do use benefit plans administered by SPD, and data on their employees is housed and managed in the enterprise-wide ERP system. SPD staff also provide advice and counsel on best practices and options to those non-supported entities.

The following is the organization chart for SPD:

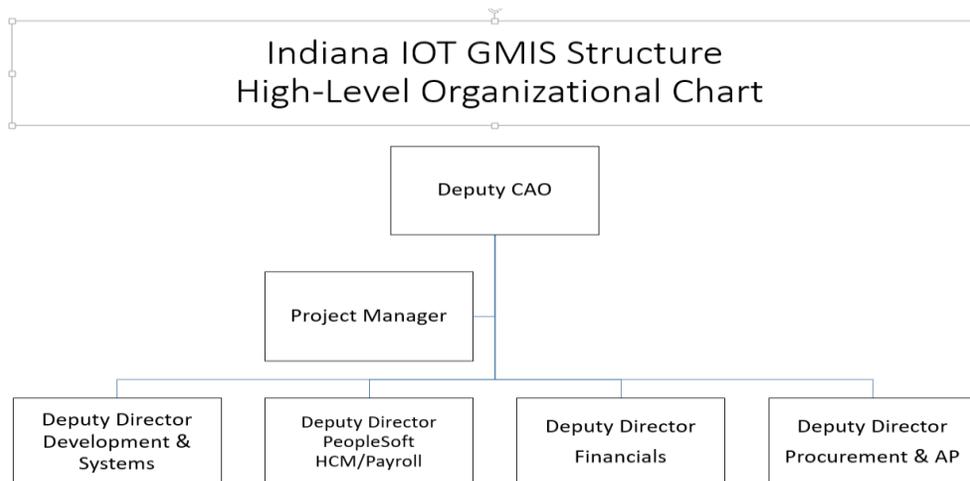
Indiana State Personnel Department High-Level Functional Organizational Chart



Government Management Information Services (GMIS)

GMIS, a department within IOT, provides services for the PeopleSoft Financials, Human Capital Management, and Hyperion ERP systems for all State organizations using PeopleSoft ERP services, as de-fined by Indiana Code. These services include System Administration, Development, Configuration, as well as troubleshooting and break-fixes in partnership with our Business Owners, the ERP Steering Committee, and the ERP Governance Committee.

The following is the organization chart for GMIS:



1.5 SCOPE AND USAGE - PEOPLESOFT HCM AND SUCCESSFACTORS

PeopleSoft is the statewide ERP solution for HR, Supply Chain and Finance functions. All state employees, contractors and parties paid by the Auditor of the State or Benefits managed by State Personnel will be housed and processed in PeopleSoft 9.2. Part of our strategy for upgrade and the implementation of Payroll is to enable our users the ability to do more through self-service and mobile functionality. All transactions related to these core functions are to be performed in PeopleSoft as our system of record.

Several key modules of SuccessFactors are being implemented to streamline some of the areas in HR around talent for agencies that are centrally managed by the State Personnel Department. These modules will be used as bolt-on, front-end applications for several key business functions in HR. An integral part of success in these areas is a seamless integration between PeopleSoft HCM and SuccessFactors.

The table below shows projected status and solutions coverage at time of upgrade/implementation for PeopleSoft and SuccessFactors modules being deployed on the respective systems.

System Modules	Module Name	Status at time of Upgrade/Implementation	Current Planned Solution Coverage
PeopleSoft	Benefits Administration	Licensed and Supported	Statewide Adoption
PeopleSoft	Recruiting Solutions	Decommissioned	NA
PeopleSoft	eBenefits	Licensed and Supported	Statewide Adoption
PeopleSoft	eProfile	Licensed and Supported	Statewide Adoption
PeopleSoft	eProfile Manager	Licensed and Supported	Statewide Adoption
PeopleSoft	HRMS Portal Pack	Licensed and Supported	Statewide Adoption
PeopleSoft	Reporting Tools for HR	Licensed and Supported	Statewide Adoption
PeopleSoft	Time and Labor	Licensed and Supported	Statewide Adoption
PeopleSoft	Enterprise Learning Management	Being Decommissioned	1st Qtr 2021
PeopleSoft	Strategic Hiring Management Workforce Administration	Licensed and Supported	Statewide Adoption
PeopleSoft	ePerformance	Being Decommissioned	2nd Qtr 2020
PeopleSoft	eRecruit	Decommissioned	NA
PeopleSoft	Fundamentals for Human Capital Management	Licensed and Supported	Statewide Adoption
PeopleSoft	Payroll Interface	Licensed and Supported	Statewide Adoption
PeopleSoft	Talent Acquisition Management	Decommissioned	NA
PeopleSoft	Community Portal	Licensed not utilizing	TBD
PeopleSoft	North American Payroll-Including Absence Management	Licensed not utilizing	TBD
PeopleSoft	HCM Warehouse	Licensed not utilizing	TBD
PeopleSoft	eDevelopment	Licensed not utilizing	
PeopleSoft	Workforce Scorecard	Licensed not utilizing	TBD
PeopleSoft	Help Desk for Human Resources	Licensed not utilizing	TBD
PeopleSoft	ePay	Licensed not utilizing	TBD
PeopleSoft	Directory Interface	Licensed not utilizing	TBD
PeopleSoft	eCompensation	Not Licensed	TBD
SuccessFactors	Recruiting	Licensed and Supported	Partial Adoption
SuccessFactors	Onboarding	Licensed and Supported	Partial Adoption
SuccessFactors	Learning	Licensed and Supported	Partial Adoption
SuccessFactors	Succession and Development	Licensed and Supported	Partial Adoption
SuccessFactors	Performance and Goals	Licensed and Supported	Partial Adoption

1.6 PURPOSE OF THE RFP

The purpose of this RFP is to select and contract with a qualified vendor that can provide high quality, proven PeopleSoft HCM/Payroll implementation and support services. The qualified vendor must provide these services drawing upon their high level of PeopleSoft HCM/Payroll transformation and implementation expertise, proven relevant HCM/Payroll implementation knowledge and experience, and excellent understanding of the operational integration required by the business processes of state personnel and payroll departments.

1.7 SUMMARY SCOPE OF WORK

The HCM-Payroll Modernization project is focused on achieving a complete, efficient implementation of the State's PeopleSoft HCM solution including the following objectives:

- Transforming HCM from the current 9.1 version to 9.2 eliminating all unnecessary customizations
- Implementing PeopleSoft HCM payroll capabilities, replacing the GEAC legacy payroll solution, and integrating with other PeopleSoft functions
- Transforming the HR and Payroll processes throughout State government to support the most efficient, effective implementation of the PeopleSoft HCM solution
- Implementing tools and support processes to maintain future HCM product updates and facilitate continuous improvement
- Potentially implementing additional value-added HCM-housed functional capabilities through new modules such as Management of Accruals and Leaves and Compensation

The scope of work includes the necessary vendor leadership and execution services, across all aspects of the project, that are required to deliver on-time, on-budget, on-target results that achieve these goals and objectives.

1.8 RFP OUTLINE

The outline of this RFP document is described below. The State has made significant changes and additions to some of the sections and appendices previously included in the RFI 19-105.

Respondents are encouraged to review the RFI 19-105 for additional background on the activities leading to this RFP, and are directly responsible to make the appropriate RFI and RFP comparisons in order to understand updates. RFI 19-105 will be included in the Bidder's Library defined in Section 1.11.

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business

	Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate respondents’ proposals
Attachment A: M/WBE Participation Plan Form	This attachment provides the template vendors must fill out to explain their ability to meet the M/WBE Participation requirements.
Attachment A1: IVOSB Participation Plan Form	This attachment provides the template vendors must fill out to explain their ability to meet the IVOSB Participation requirements.
Attachment B: Preliminary Contract Terms and Conditions	This is the preliminary Indiana contract terms and conditions.
Attachment C: Indiana Economic Impact Form	Indiana Economic Impact Form
Attachment D: Cost Proposal Template	This attachment documents the cost proposal information as it relates to the proposed strategy, approach and plan.
Attachment E: Business Proposal Template	This attachment provides instructions and required information related to the Business Proposal.
Attachment F1: Technical Proposal – Technical Requirements Workbook	This spreadsheet provides technical and service level requirements considered to be vital to support State’s capabilities for the future.
Attachment F2: Technical Proposal – Functional Requirements Workbook	This spreadsheet will provide the functional requirements for the human resource and payroll processes.
Attachment F3: Technical Proposal – Project Related Requirements Workbook	This attachment provides project related requirements that are considered to be vital or desired to support the State’s HCM and Payroll capabilities for the future.
Attachment F4: Technical Proposal – Approach Template	This attachment provides instructions and a template for vendors to provide their proposed implementation strategy and approach that will drive project success and achieve the State’s goals and objectives.
Attachment F5: Technical Proposal – Project Plan Template	This attachment provides instructions for vendors to provide their proposed implementation plan that will drive project success and achieve the State’s goals and objectives.
Attachment F6: Technical Proposal – Staffing Plan Template	This attachment provides instructions and a template for vendors to provide their proposed staffing plan that will drive project success and achieve the State’s goals and objectives.
Attachment F7: Technical Proposal	This attachment provides instructions and a template for

– Statement of Work Template	vendors to provide their proposed initial Statement of Work that will serve as a starting point for negotiations and collaboration on a final SOW during the later phases of the selection process.
Attachment F8: Technical Proposal – Future-State Process Definition Template	This attachment provides instructions and a template for vendors to provide their proposed future-state process definitions that respond to the State’s future-state process improvement opportunities and recommendations
Attachment G: Question Submission Template	This spreadsheet provides the template for vendors to utilize when submitting questions.
Attachment H1: SOI HCM Compare Report Chart and Data	This attachment depicts the current system from a high level.
Attachment H2: HCM 9.2 Fit-Gap Analysis & RTM Documentation	These attachments show 2 efforts: 1- “Module Name” Customizations. An in-depth analysis of all customizations, wherein, for each customization project, there is identified customizations no longer needed (e.g. replaced by NA Payroll integrations), or can be replaced by delivered 9.2 functionality, or provided a recommendation for if that customization should move forward. In addition, provided is a summary of the number of customizations that can be dropped and a number of how many should be brought forward. Reports, processes, and interfaces are included in this analysis. 2 – “Module Name” RTM. An analysis of the business processes and identification of requirements, documenting for each gap recommended functionality.
Attachment H3: HCM Fit-Gap Recommended Business Process Improvements	This attachment provides a high-level definition of targeted and potential process and system changes to be implemented in version 9.2.
Attachment I: Current Payroll Process Definitions	This attachment provides the detailed current Payroll business process flows and narratives.
Attachment J: Current HCM Process Definitions	This attachment provides the detailed current human resources business process flows and narratives.
Attachment K1: Payroll Technology Solutions Definition	This document provides current Payroll technology solutions information.
Attachment K2: Payroll Technology Solutions Information	This spreadsheet provides more detailed current Payroll technology solutions information concerning interfaces, forms, reports, and conversion sources.
Attachment L: HCM Technology Solutions Definition and Information	This provides more detailed PeopleSoft HCM technology solutions information.
Attachment M1: Payroll	This provides more detailed Payroll technology infrastructure

Technology Infrastructure Description	information.
Attachment M2: Payroll Technology Infrastructure Diagrams	This provides Payroll current infrastructure diagrams.
Attachment N1: HCM Technology Infrastructure Description	This provides more detailed HCM technology infrastructure information.
Attachment N2: HCM Technology Infrastructure Diagrams	This provides current HCM infrastructure diagrams.
Attachment O: Intent to Respond Template	This is required by vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Vendor Qualification Response Template (Attachment P) is included within the submittal of a completed Intent to Respond Template.
Attachment P: Vendor Qualification Response Template	This is required for preliminary vendor qualification purposes to ensure mandatory requirements are met by those vendors that intend to submit a formal proposal in response to RFP 19-105. Please ensure that a completed Intent to Respond Template (Attachment O) is included within the submittal of a completed Vendor Qualification Response Template.
Attachment Q: Definition and Abbreviations of Terms	This provides a definition of terms and acronyms that are used throughout this RFP.
Attachment R: State of Indiana Vendor Confidentiality Agreement	Access to the Bidder's Library will be limited to vendors who either previously submitted a signed "Confidentiality Agreement" as outlined and provided within RFI 19-105 or have signed a "Confidentiality Agreement" (Attachment R of this RFP 19-105) and submitted a request for access to the secured Bidder's Library.
Attachment S: Pre-Proposal Meeting Attendance Roster	Vendors that will be joining the Pre-Proposal Meeting remote via phone are required to submit Attendance Roster prior to the Pre-Proposal Meeting.
Attachment T: Pre-Proposal Meeting Internal Data Tracker	Vendors that will be joining the Pre-Proposal Meeting remote via phone are required to submit Internal Data Tracker prior to the Pre-Proposal Meeting.

1.9 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **June 25, 2019 at 10:00AM Eastern Time** in Indiana Government Center South Conference Center Room C. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

To join meeting via phone:

Dial: 240-454-0887 - Enter Access Code: 737 255 369

To view Presentation Slide Deck during meeting via video:

<https://indiana.webex.com/meet/procurementwebex>

Vendors that will be joining the Pre-Proposal Meeting via phone are required to submit in an email to SeCooper@idoa.IN.gov a completed Pre-Proposal Meeting Attendance Roster (Attachment S) and Pre-Proposal Meeting Internal Data Tracker (Attachment T) prior to the Pre-Proposal Meeting.

IMPORTANT NOTE: Reference Section 1.10 for information about how the State may address questions received before the Pre-Proposal Conference.

1.10 QUESTION/INQUIRY PROCESS

Round 1 Question/Inquiry Requirements and Procedure is as follows:

Round 1 of questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time on June 21, 2019**. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to SeCooper@idoa.IN.gov and must be received by the time and date indicated above. **Questions received before 3:00 p.m. Eastern Time on June 21, 2019 will be reviewed by the State and may be selected for inclusion within a subset of clarification responses for pre-selected questions that will be included within the Pre-Proposal Conference presentation.**

Round 2 Question/Inquiry Requirements and Procedure is as follows:

Round 2 of questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time on July 3, 2019**. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to SeCooper@idoa.IN.gov and must be received by the deadline of **3:00 p.m. Eastern Time on July 3, 2019**.

Following each question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.28. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of AOS, SPD, IOT, or any other participating agency. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.11 BIDDERS LIBRARY

The State has assembled several supporting documents in their Bidder's Library. Access to the Bidder's Library will be limited to vendors who either previously submitted a signed Confidentiality Agreement as outlined and provided within the Request for Information (RFI 19-105) or have signed a Confidentiality Agreement (Attachment R of this RFP 19-105) and submitted a request for access to the secured Bidder's Library. To gain access to the Bidder's Library, submit an emailed request inclusive of a signed Confidentiality Agreement (Attachment R) to SeCooper@idoa.IN.gov.

1.12 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time on August 15, 2019**. Each Respondent must submit **one (1) original CD-ROM or USB "flash drive" (marked "Original")** of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The **original** CD-ROM or USB will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD-ROM or USB may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Sean Cooper, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

If you hand-deliver solicitation responses:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 10 N. Senate Avenue (East side of building). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police. Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

If you ship or mail solicitation responses: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be **sealed** and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.13 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA, and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.14 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.15 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent

providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A preliminary contract is provided in Attachment B. Any requested changes to the preliminary contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.16 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

The State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

1.17 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required, will be discussed in the technical proposal.

1.18 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one Respondent to fulfill the requirements in this RFP.

1.19 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file will be posted on the IDOA website and may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be "public records" unless a specific provision of IC 5-14-3 protects it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate in the Transmittal Letter** which specific provision applies to which specific part of the response. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. Please note citing "Confidential" on an entire section is not sufficient. The Public Access Counselor (PAC) provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance IDOA follows:

- [18-INF-06; Redaction of Public Procurement Documents Informal Inquiry](#)

If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. The state also reserves the right to seek the opinion of the

PAC for guidance if the state has doubts the cited exception is applicable.

1.20 TAXES

Proposals should not include any tax from which the State is exempt.

1.21 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm.

1.22 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations, and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.23 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.24 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of minority, women, and Indiana veteran business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8% for Minority Business Enterprises, 8% for Women Business Enterprises, and 3% for Indiana Veteran Owned Small Businesses have been established and all

respondents will be expected to comply with the regulation set forth in 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5.

Failure to address these requirements may impact the evaluation of your proposal.

1.25 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT (MWBE)

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondent must complete the Subcontractor Commitment Form in its entirety. The amount entered in "TOTAL BID AMOUNT" should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDOA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT (MWBE)

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as

acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate dates the subcontractor will perform work on this contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed, and/or does not reference and match the subcontract amount as a percentage of the “**TOTAL BID AMOUNT**” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State’s M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women’s Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

MINORITY & WOMEN’S BUSINESS COMPLIANCE (MWBE)

If awarded the contract with MWBE subcontractor participation, the Respondent is required to report payments made to MWBE Division subcontractors under the Contract on a monthly basis using the online audit tool, commonly referred to as “Pay Audit.” The Contractor should also notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm

Further, a copy of each subcontractor agreement must be submitted to IDOA’s MWBE Division within thirty (30) days of the effective date of this Contract. The contracts may be uploaded into Pay Audit, emailed to MWBECompliance@idoa.IN.gov; or mailed to MWBE Compliance 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement or failure to meet these commitments could be considered a material breach of this Contract and result in sanctions per 25 IAC 5.

Any changes to this information during the term of the contract must be approved by MWBE Compliance at MWBECompliance@idoa.IN.gov.

1.26 INDIANA VETERAN OWNED SMALL BUSINESS SUBCONTRACTOR COMMITMENT (IVOSB)

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veteran Owned Small Business subcontracting opportunities on a contract awarded under this RFP. The IVOSB Subcontractor Commitment Form is to be submitted alongside the Respondent’s proposal. The Form must show that they are participating in the proposed contract and IVOSB firms that meet the requirements listed at the Veteran’s Business Program website (<http://www.in.gov/idoa/2862.htm>).

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondent must complete the Subcontractor Commitment Form in its entirety. The amount entered in

“**TOTAL BID AMOUNT**” should match the amount entered in the Attachment D, Cost Proposal Template.

If the vendor responding to the RFP is an IVOSB certified entity, the letter confirming same should be submitted with their response. IDOA will verify the certification but will not check for it; therefore the responding vendor has the responsibility to alert IDOA of their certification. The IVOSB respondent will receive the total points for the IVOSB evaluation criteria per section 3.2.7. Additional ISVOB subcontractors must be included if the IVOSB respondent is seeking the additional bonus point.

The IVOSB respondent must list their **company contact information only** on the IVOSB Subcontractor Commitment Form.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVOSB Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVOSB subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](#)) registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor’s veteran business Certification Letter provided by either IDOA or Federal Govt. (VA OSDBU), to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
- IVOSB must have a Bidder ID (see section 2.3.7 - Department of Administration, Procurement Division)
- A Prime Contractor who is an IVOSB can count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the [VA OSDBU](#) or IDOA Certified Firm directories <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVOSB must accompany the IVOSB Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSB of its subcontract amount, a description of products and/or services to be provided on this project, and approximate dates the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed, and/or does not reference and match the subcontract amount as a percentage of the “**TOTAL BID**”

AMOUNT” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State’s IVOSB Program. Questions involving the regulations governing the IVOSB Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

1.27 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.28 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team’s findings.

Key RFP Dates

Activity	Date
Issue of RFP	June 14, 2019
Deadline to Submit Round 1 of Written Questions	June 21, 2019 by 3:00 p.m. Eastern Time
Pre-Proposal Conference	June 25, 2019
Response to Round 1 of Written Questions/RFP Amendments	June 28, 2019
Deadline to Submit Round 2 of Written Questions	July 3, 2019 by 3:00 p.m. Eastern Time
Response to Round 2 of Written Questions/RFP Amendments	July 11, 2019
Intent to Respond & Vendor Qualification Response Templates	July 17, 2019 by 3:00 p.m. Eastern Time August 15, 2019 by 3:00 p.m. Eastern Time
Submission of Proposals	August 15, 2019 by 3:00 p.m. Eastern Time

<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation & Shortlisting	<i>August 15 – September 30, 2019</i>
Proposal Discussions/Clarifications (if necessary)	<i>August 20 – August 23, 2019</i>
Oral Presentations & Demonstrations (if necessary)	<i>October 21 – November 8, 2019</i>
Best and Final Offers (if necessary)	<i>November 18 – December 13, 2019</i>
RFP Award Recommendation	<i>December 2019</i>

1.29 EVIDENCE OF FINANCIAL RESPONSIBILITY (25 IAC 1.1-1-5)

Evidence of financial responsibility, in the amount of 10% of the negotiated total contract dollar amount is required to guarantee the performance of the selected respondent prior to a fully executed contract. The evidence of financial responsibility must remain in effect for the duration of the contract including any/all renewals. The evidence of financial responsibility must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond acquired from a surety company registered with the Indiana Department of Insurance, or other evidence deemed acceptable by the State. Notwithstanding any other provisions relating to the beginning of the term, the contract shall not become effective until the evidence of financial responsibility required by the contract is delivered in the correct form and amount to IDOA Procurement. The evidence of financial responsibility must be submitted to the following address prior to contract execution:

Sean Cooper, Strategic Sourcing Analyst
SeCooper@idoa.IN.gov
 Indiana Department of Administration
 Procurement Division
 402 West Washington Street, Room W468
 Indianapolis, IN 46204

1.30 CONFLICT OF INTEREST

Any person, firm, or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP “person” means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM or USB should be organized to mirror the sections below and the attachments.
- Each form, workbook and template, including the Transmittal Letter, Business Proposal Template, Technical Proposal templates and workbooks, and Cost Proposal Template, must be separate standalone electronic files on the CD-ROM or USB in their original format (e.g. Excel, Word).
- Do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM or USB.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirements listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal

Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.**

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq. (see section 1.19).

Provide the following information:

- List all documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
- Provide a separate redacted (for public release) version of the document.

2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions from consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

2.3.5 Contract Terms/Clauses

A preliminary contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the preliminary contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses within your transmittal letter. If a non-mandatory clause is not acceptable as worded, suggest

specific alternative wording to address issues raised by the specific clause and include within Section 2.3.15 of the Business Proposal Template (Attachment E). If you require additional contract terms, please include within Section 2.3.15 of the Business Proposal Template (Attachment E). To reiterate, it is the State's strong desire to not deviate from the preliminary contract provided in Attachment B and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondent's response may be incorporated as part of the final contract.

2.3.6 References

The Respondent must include a list of at least four (4) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Said list of four (4) clients must be inclusive of at least two (2) clients for whom the Respondent has provided products and/or services that meet the mandatory requirements defined within Attachment P. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations, and limited liability companies. The Respondent must

indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up to register vendors interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

IVOSB entities (whether a prime or subcontractor) must have a bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes and will be subject to the provisions thereof. For each portion of the

proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5. See Sections 1.21, 1.22 and Attachments A/A1 for Minority, Women, and Veteran Business information.

IIVOSB entities (whether a prime or subcontractor) must have a bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IIVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA (please see section 2.3.7, Department of Administration, Procurement Division for details).

2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.29 for details.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.29.

2.3.11 General Information

Each Respondent must enter your company's general information including contact information.

2.3.12 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

2.3.13 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

2.3.14 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. Respondent must clearly indicate which preference they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.

Buy Indiana

Refer to Section 2.7 for additional information.

2.4 TECHNICAL PROPOSAL

The Technical Proposal is a series of workbooks and templates as follows:

- Attachment F1 Technical Requirements Workbook
- Attachment F2 Functional Requirements Workbook
- Attachment F3 Project Related Requirements Workbook
- Attachment F4 Approach Template
- Attachment F5 Project Plan Template
- Attachment F6 Staffing Plan Template
- Attachment F7 SOW Template
- Attachment F8 Future-State Process Definition Template

The Technical Proposal must be submitted in the separate workbooks or templates described above. Every point made in each workbook or template must be addressed in the order given. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

2.4.1 Attachment F1 - Technical Requirements Workbook

Attachment F1 provides technical and service level standards and requirements that are considered to be vital or desired to support the State's required HCM and Payroll capabilities

for the future. The Respondent must answer each of the questions in a manner consistent with the instructions in Attachment F1.

Attachment F1 is an Excel workbook with the following worksheets:

- Instructions
- Recommended Infrastructure
- General Requirements
- Security Requirements
- Service Level Requirements
- Reporting + Query Requirements
- Interface Requirements
- Conversion Requirements
- Development Requirements

Service levels for solution and infrastructure services are extremely important. The service provider's ability to implement the systems to meet or exceed the required service levels will be a key evaluation criteria during the RFP process.

Additional Information concerning the State's HCM and Payroll technology solutions and infrastructure footprint is included in Attachments H, K, L, M and N.

2.4.2 Attachment F2 – Functional Requirements Workbook

Attachment F2 provides functional requirements by major process area that are considered to be vital or desired to support the State's required HCM and Payroll capabilities for the future. The Respondent must answer each of the questions in a manner consistent with the instructions in Attachment F2.

Attachment F2 is an Excel workbook with the following worksheets:

- Instructions
- Personnel Administration
- Classification and Compensation
- Benefits Administration
- Payroll
- Time
- Leave
- Allocations
- Current Payroll Reports Info
- Current Payroll Forms Info

AOS, SPD and GMIS have followed a process-driven approach toward defining requirements. They have documented enterprise processes based on known leading practices, industry standards, and Indiana-specific legislative and policy mandates.

Additional Information concerning the State's HCM and Payroll business processes and functions is included in Attachments I, J, K and L.

2.4.3 Attachment F3 – Project Related Requirements Workbook

Attachment F3 provides project related requirements that are considered to be vital or desired to support the State's HCM and Payroll capabilities for the future. The Respondent must answer each of the questions in a manner consistent with the instructions in Attachment F3.

Attachment F3 is an Excel workbook to capture responses to project related methodology and service requirements in the following worksheets:

- Instructions
- Project Related Requests
- Project Management
- Org Change Management
- Training

Please note the important notice in Attachment F3 Project Related Requirements Workbook, worksheet "Training", item "PRTR-003" concerning the State's request for a complete training services plan.

- Testing
- Vendor Team Experience
- Project Build & Design
- Cutover & Support

2.4.4 Attachment F4 – Approach Template

Attachment F4 provides instructions and a template for vendors to provide their proposed implementation strategy and approach that will drive project success and achieve the State's goals and objectives. The Respondent should demonstrate to the State that the Respondent has attained a high level of PeopleSoft HCM/Payroll transformation and implementation expertise, a high level of HCM/Payroll knowledge, and an excellent understanding of the way state personnel and payroll departments operate.

Attachment F4 is a Word document.

All information in this Approach Template must be consistent and coordinated with the information in this RFP including the Project Plan, Staffing Plan, Statement of Work, Future State Processes, and Cost Proposal templates.

2.4.5 Attachment F5 – Project Plan Template

Attachment F5 provides instructions for vendors to provide their proposed implementation plan that will drive project success and achieve the State's goals and objectives.

Attachment F6 is a Word document, however, the required response is a MS Project plan.

All information in this Project Plan Template must be consistent and coordinated with the information in this RFP including the Approach, Staffing Plan, Statement of Work, Future State Processes, and Cost Proposal templates.

2.4.6 Attachment F6 – Staffing Plan Template

Attachment F6 provides instructions and a template for vendors to provide their proposed staffing plan that will drive project success and achieve the State’s goals and objectives. The Respondent must complete the template in a manner consistent with the instructions in this template.

Attachment F6 is an Excel workbook with the following worksheets:

- Instructions
- Staffing Summary
- State Staffing
- Vendor Staffing
- Vendor Partner Staffing
- Third Party Staffing
- Additional Information
- Assumptions

All information in this Staffing Plan Template must be consistent and coordinated with the information in this RFP including the Approach, Project Plan, Statement of Work, Future State Processes, and Cost Proposal templates.

2.4.7 Attachment F7 – Statement of Work Template

Attachment F7 provides instructions and a template for vendors to provide their proposed initial Statement of Work that will serve as a starting point for negotiations and collaboration on a final SOW during the later phases of the selection process. The SOW should include the strongest performance standards and service levels the vendor believes they can accept.

Attachment F7 is a Word document.

All information in this Statement of Work Template must be consistent and coordinated with the information in this RFP including the Approach, Project Plan, Staffing Plan, Future State Processes, and Cost Proposal templates.

2.4.8 Attachment F8 – Future-State Process Definition Template

Attachment F8 provides instructions and a template for vendors to provide their proposed future-state process definitions that respond to the State’s future-state process improvement opportunities and recommendations outlined in Attachments H3 and H4. This template will provide key definitions demonstrating the Respondent’s level of PeopleSoft HCM/Payroll

solution transformation and implementation expertise, level of HCM/Payroll knowledge, and overall understanding of the way state personnel and payroll departments operate.

Attachment F8 is a Word document.

All information in this Future-State Process Definition Template must be consistent and coordinated with the information in this RFP including the Approach, Project Plan, Staffing Plan, Statement of Work, and Cost Proposal templates.

2.5 COST PROPOSAL

This section documents the cost proposal information as it relates to the proposed strategy, approach and plan. The State is interested in evaluating the costs and expected benefits to be realized from the proposed scope of services. The State will have an eye for implementation approaches that provide early benefits, low risk and reflect the realization that time is the enemy of major transformation projects.

The Cost Proposal Template, Attachment D, is an Excel workbook with the following worksheets:

- Instructions
- Cost Proposal Narrative
- Cost Summary
- Cost Proposal Assumptions
- Payment Schedule
- Solution Products and Services
- Implementation Services
- Other Imp Services And Products
- Impl Mnt Services And Products
- Post-Impl Mnt Svcs and Products
- Other Post-Impl Svcs and Prods
- Benefit Expectations

All information in this Cost Proposal Template must be consistent and coordinated with the information in this RFP including the Approach, Project Plan, Staffing Plan, Statement of Work, and Future-State Process Definition templates.

Cost Proposal Narrative

The Respondent should provide a brief narrative in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal. For example, evaluators will expect detailed explanation of *Maintenance and Support* to correspond to *Maintenance and Support items* if described in the Technical Proposal. **Please include said narrative within the Cost Proposal Narrative tab of the Cost Proposal Template (Attachment D).**

Cost Assumptions, Conditions and Constraints

The respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the respondent in the development of the respondent's Technical Proposal that have a material impact on price. It is in the best interest of the respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions or constraints that conflict with the RFP requirements are not acceptable. **Please include said cost assumptions, conditions, and constraints within the Cost Proposal Assumptions tab of the Cost Proposal Template (Attachment D).**

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an “Indiana Economic Impact” form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 “Total amount of this proposal, bid, or current contract” should match the amount entered in the Attachment D, Cost Proposal Template.

2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business’ status. The registration process should be complete at the time of proposal submission.

Respondent must clearly indicate which preference(s) they intend to claim in the Business Proposal, Attachment E, section 2.3.14 (Respondent will only be evaluated on the criteria selected/cited from IC 5-22-15-20.5).

Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by buyindianainvest@idoa.in.gov included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.

Respondents must also fully complete the Indiana Economic Impact form (Attachment C) and include it with their proposal response.

Defining an Indiana Business:

“Indiana business” refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment in Indiana of \$5 million or more in plant and/or equipment or annual lease payments in Indiana of \$2.5 million or more shall qualify as an Indiana business under I.C.5-22-15-20.5 (b)(4).

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under I.C. 5-22-15-20.5 (b)(5).

SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA, AOS, SPD, and IOT for further action, such as contract negotiations. If, however, IDOA, AOS, SPD, and IOT decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). Negative points may be assigned in the cost score. Additionally, there is an opportunity for a bonus of three points if certain criteria are met. For further information, please reference Sections 3.2.6 and 3.2.7 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	52 available points
3. Cost (Cost Proposal)	23 available points
4. Indiana Economic Impact	5
5. Buy Indiana	5
6. Minority Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Business Enterprise (IVOSB) Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.7)
Total	100 (103 if bonus awarded)

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

- 3.2.1 Adherence to Requirements – Pass/Fail
Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 75 points.

- 3.2.2 Management Assessment/Quality
52 available points

- 3.2.3 Price
23 available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 23 points. The normalization formula is as follows:

- $Respondent's\ Cost\ Score = (Lowest\ Cost\ Proposal / Total\ Cost\ of\ Proposal) \times 23$

- 3.2.4 Indiana Economic Impact (5 points)

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) Indiana resident employees for the Respondent's proposal, to execute the scope of work proposed in this RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, for more detailed instructions.

- 3.2.5 Buy Indiana Initiative – 5 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

- 3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the

MBE and WBE goals listed in Section 1.24 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)

If the respondent’s commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent’s commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable VSC participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Owned Small Business Subcontractor Commitment - (5 points).

The following formula will be used to determine points to be awarded based on the IVOSB goal listed in Section 1.24 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVOSB participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established IVOSB goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

If the respondent’s commitment percentage is 0% for IVOSB participation, a deduction of 1 point will be assessed.

The IVOSB prime respondent commitment will be 3%, and will receive 5 points. Any additional IVOSB subcontractor commitments will be added to the 3%.

The respondent with the greatest applicable VSC participation which exceeds the stated goal for the IVOSB category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the IVOSB category both firms will receive 6 points.

3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

Indiana Department of Administration

On Behalf Of:

**Indiana's Auditor of State (AOS), State Personnel Department (SPD)
and the Indiana Office of Technology (IOT)**

Request for Proposal 19-105

**Modernize the Human Resources and Payroll Business Processes and
Technologies**

Pre-Proposal Conference

June 25, 2019

10:00 AM

Mark Hempel

Indiana Department of Administration



Agenda

- General Information
- RFP Information
 - Purpose and Term of RFP
 - Mandatory Requirements
 - Key Dates
- Proposal Preparation & Evaluation
- Minority and Women's Business Enterprises (M/WBE)
- Indiana Veteran Owned Small Business (IVOSB)
- Question and Answer



General Information

- Sign-In Sheet for Attendees
- Sign-In Sheet and PowerPoint will be posted on IDOA's Solicitation Website
- Hold questions until the end of the presentation
 - *Any verbal response is not considered binding; respondents are encouraged to submit any question formally in writing if it affects the proposal that will be submitted to the state.*



Key Dates

Activity	Date
Issue of RFP	June 14, 2019
Deadline to Submit Round 1 of Written Questions	June 21, 2019 by 3:00 p.m. Eastern Time
Pre-Proposal Conference	June 25, 2019
Response to Round 1 of Written Questions/RFP Amendments	June 28, 2019
Deadline to Submit Round 2 of Written Questions	July 3, 2019 by 3:00 p.m. Eastern Time
Response to Round 2 of Written Questions/RFP Amendments	July 11, 2019
Intent to Respond & Vendor Qualification Response Templates	July 12, 2019 by 3:00 p.m. Eastern Time
Submission of Proposals	August 15, 2019 by 3:00 p.m. Eastern Time
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation & Shortlisting	<i>August 15 – September 30, 2019</i>
Proposal Discussions/Clarifications (if necessary)	<i>August 20 – August 23, 2019</i>
Oral Presentations & Demonstrations (if necessary)	<i>October 21 – November 8, 2019</i>
Best and Final Offers (if necessary)	<i>November 18 – December 13, 2019</i>
RFP Award Recommendation	<i>December 2019</i>



Team Introductions

Glen Baker Program Leader

State Leaders

Brent Plunkett	AOS	Scarlette Harden	GMIS
Sally Burnell	SPD		
Brandy Hooton	GMIS	Paula Hart	AOS
Christy Tittle	SPD	Stan Kirk	AOS
Kristy Hall	SPD	Shannon Bay	AOS
Joanne Weber	GMIS	Margaret Blackburn	AOS
Sean Cooper	IDOA		

Indiana Department of Administration



Purpose of the RFP

- Select a **qualified** partner to provide PeopleSoft HCM 9.2 process and technology transformation and implementation services
 - **Transforming HCM from the current 9.1 version to 9.2** eliminating all unnecessary customizations
 - **Implementing PeopleSoft HCM payroll capabilities**, replacing the GEAC legacy payroll solution, and integrating with other PeopleSoft functions
 - **Transforming the HR and Payroll processes** throughout State government to support the most efficient, effective implementation of the PeopleSoft HCM solution
 - **Implementing tools and support processes** to maintain future HCM product updates and facilitate continuous improvement
 - Potentially **implementing additional value-added HCM-housed functional capabilities** through new modules and capabilities such as Management of Accruals and Leaves, and Compensation



Mandatory Respondent Qualifications

- A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 HCM upgrade/implementation projects to successful completion as the primary, contracted Vendor. The experience must include:
 - at least 1 PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees who faced similar challenges as those explained in this RFP,
 - and
 - at least 1 additional PeopleSoft 9.1 or 9.2 HCM upgrade and/or implementation, within the past 7 years, for a legal entity (i.e. U.S. state government, U.S. local government, private company) with at least 25,000 employees who faced similar challenges as those explained in this RFP.



Mandatory Respondent Qualifications

- A qualified primary Vendor must have experience leading at least 2 large PeopleSoft 9.1 or 9.2 Payroll implementations to successful completion as the primary, contracted Vendor. The experience must include:
 - at least 1 PeopleSoft 9.1 or 9.2 HCM Payroll implementation, within the past 7 years, for a U.S. state government with at least 25,000 employees who migrated from a legacy system and faced similar challenges as those explained in this RFP,
 - and
 - at least 1 additional PeopleSoft 9.1 or 9.2 HCM Payroll implementation, within the past 7 years, for a legal entity (i.e. U.S. state government, U.S. local government, private company) with at least 25,000 employees who migrated from a legacy system and faced similar challenges as those explained in this RFP.



Term of RFP

- Contract Term
 - The term of the contract shall be for the implementation period and 6 months of post-implementation support as defined in the Cost Proposal.
 - Given the critical future support dates affecting both the PeopleSoft HCM 9.1 and GEAC Payroll systems, it should be concluded that an implementation period exceeding 30 months could be problematic.



Business Proposal

(Attachment E)

- Company Financial Information (Section 2.3.3)
 - Confidential information must be kept separate from the proposal in both hard and soft copy
- References (Section 2.3.6)
 - Respondent should include clients that closely match the scope and complexity of the services requested in the RFP
- Contract Terms & Conditions (Section 2.3.5 of RFP and 2.3.15 of Business Proposal)
 - Respondent should review the Preliminary State contract and note exceptions to State mandatory and non-mandatory clauses within Section 2.3.15 of the Business Proposal

Indiana Department of Administration



Technical Proposal

(Attachment F)

- Please use the Templates and Workbooks we have provided for you.
 - Technical Requirements Workbook
 - Functional Requirements Workbook
 - Project Related Workbook
 - Approach Template
 - Project Plan Template
 - Staffing Plan Template
 - Statement of Work Template
 - Future-State Process Definition Template
 - Where appropriate, supporting documentation may be referenced by a page and paragraph number, and including the applicable ID number from the template.

Indiana Department of Administration



Cost Proposal

(Attachment D)

- The cost proposal is designed to capture significant cost detail by phase, month, project milestone and service provider where appropriate.
 - Cost Summary Detail
 - Implementation Services and Products
 - Implementation Maintenance Services and Products
 - Post-Implementation Maintenance Services and Products
 - Payment Schedule Detail
 - By month based on project plan milestones
- Cost proposal detail must be aligned and consistent with appropriate detail in the business and technical proposals.

Indiana Department of Administration



Proposal Preparation

- Buy Indiana, Business Proposal (2.3.14)
 - Status shall be finalized by proposal due date
 - 5 definitions, details provided in Business Proposal
 - **Email confirmation included in proposal from buyindianainvest@idoa.in.gov (See section 2.7)**
 - This is required for any of the 5 criteria
- Indiana Economic Impact, Attachment C
 - Definition of FTE (Full-Time Equivalent)
 - Example: If a Respondent has 5 full time employees and is bidding on its 5th contract, and all contracts get an equal amount of commitment from the employees then each employee commits 20% of his or her time to the new contract:
 - $0.2 \times 5 \text{ employees} = 1 \text{ FTE}$.



Proposal Preparation

- Attachment D (Cost Proposal) must be returned in Excel
- Use the templates and workbooks provided for all answers
- Do not alter excel templates or workbooks except to add rows of detail where applicable
- Submit all questions using templates and workbooks provided



Proposal Evaluation

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	52 available points
3. Cost (Cost Proposal)	23 available points
4. Indiana Economic Impact	5 points
5. Buy Indiana	5 points
6. Minority Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Owned Small Business Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.7)
Total	100 (103 if bonus awarded)



Minority and Women's Business Enterprises

Mission/Vision

- Promote, monitor, and enforce the standards for certification of minority and women's business enterprises.
- Provide equal opportunity to minority and women enterprises in the state's procurement and contracting process.

Nondiscrimination and Antidiscrimination Laws

- Pursuant to Indiana Civil Rights Law, specifically IC §22-9-1-10, every state contract shall contain a provision requiring the contractor and subcontractors to not discriminate against any employee or applicant with respect to Protected Characteristics



Minority and Women's Business Enterprises

Contact Information

- Phone: 317-232-3061
- E-mail: mwbecompliance@idoa.in.gov
- Web: www.in.gov/idoa/mwbe

Complete Attachment A, MWBE Form

- Include sub-contractor letter of commitment

Goals for Proposal

- 8% Minority Business Enterprise
- 8% Women's Business Enterprise



**ATTACHMENT A
MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idca/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "TOTAL BID AMOUNT" should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDCA Directory of Certified Firms, on or before the proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDCA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idca/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF
COMMITMENT (MWBE)**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "TOTAL BID AMOUNT" and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idca/2352.htm>.

Page 1 of 2



Minority and Women's Business Enterprises

Prime contractors must ensure that the proposed subcontractors meet the following criteria:

- Are listed in the IDOA Directory of Certified Firms, on or before the proposal due date, national diversity plans are generally not accepted. The directory can be found here: <http://www.in.gov/idoa/mwbe/2743.htm>
- **Serve a Valuable Scope Contribution (VSC) on the engagement, as confirmed by the State.**
- Provide the goods or services specific to the contract and within the industry area for which it is certified

Indiana Department of Administration



Minority and Women's Business Enterprises

Prime contractors should note the following:

- Subcontractors' MBE/WBE Certification Letter, provided by IDOA, must accompany the proposal to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- Pursuant to 25 IAC 5-6-2(b)(d), a Prime Contractor who is a MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.



STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP# 19-105

DUE DATE: August 15, 2019

TOTAL BID AMOUNT: _____

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		Contact Person:	
Company Name:		E-mail:	
Address:		Telephone Number:	Fax Number:
		()	()
Sub-Contract Amount:		Describe service/product to be provided and how this is a Valuable Scope Contribution of the Contract:	
Sub-Contract Percentage of Total Bid:			
Provide approximate dates when Sub-Contractor will perform on this project:			

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		Contact Person:	
Company Name:		E-mail:	
Address:		Telephone Number:	Fax Number:
		()	()
Sub-Contract Amount:		Describe service/product to be provided and how this is a Valuable Scope Contribution of the Contract:	
Sub-Contract Percentage of Total Bid:			
Provide approximate dates when Sub-Contractor will perform on this project:			

Respondent Firm	Telephone Number
Address	Fax Number
City/State/Zip Code	Email Address
Representative	Authorizing Signature
Date	Printed Name and Title

Please check if additional forms are attached.
Page _____ of _____

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.



Minority and Women's Business Enterprises

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP# 19-105

DUE DATE: August 15, 2019

TOTAL BID AMOUNT:

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name:		Contact Person:	
Address:		E-mail:	
		Telephone Number: ()	Fax Number: ()
Sub-Contract Amount:		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Sub-Contract Percentage of Total Bid:			
Provide approximate dates when Sub-Contractor will perform on this project:			

Indiana Department of Administration



Minority and Women's Business Enterprises

- **New Process** – Effective 2014, MWBE scoring is conducted based on 10 points plus a possible 2 bonus points scale

 - MBE: Possible 5 points + 1 bonus point

 - WBE: Possible 5 points + 1 bonus point

- **Professional Services Scoring Methodology:**

 - The points will be awarded on the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

Fractional percentages will be rounded up or down to the nearest whole percentage

 - If the respondent's commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

 - Submissions of 0% participation will result in a deduction of 1 point in each category

 - The highest submission which exceeds the goal in each category will receive 6 points (5 points plus 1 bonus point). In case of a tie both firms will receive 6 points



Indiana Veteran Owned Small Business

Contact Information

- Phone: 317-232-3061
- E-mail: Indianaveteranspreference@idoa.in.gov
- Web: www.in.gov/idoa/2862.htm

Complete Attachment A1, IVOSB Form

- Include sub-contractor letters of commitment

Goals for Proposal

- 3% Indiana Veteran Owned Small Business



**ATTACHMENT A1
INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with Section 1.22, the respondent is expected to submit with its proposal an Indiana Veteran Owned Small Business (IVOSB) RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Indiana Veteran Owned Small Business(es) listed in the [VA OSDBU](#) registry, or listed on the IDOA Directory of Certified Firms that conform to the IVOSE rules as laid out at <http://www.in.gov/idoa/2862.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "TOTAL BID AMOUNT" should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to address these goals may affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVOSE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](#)) registry or listed on the IDOA Directory of Certified Firms, on or before the proposal due date
- Prime Contractor must include with their proposal the subcontractor's veteran business Certification Letter provided by either IDOA or Federal Govt. ([VA OSDBU](#)), to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSE
- A Prime Contractor who is an IVOSE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.
- Must provide goods or service only in the industry area for which it is certified as listed in the [VA OSDBU](#) or IDOA Certified Firm directories, <http://www.in.gov/idoa/2852.htm>
- Must be used to provide the goods or services specific to the contract

**INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR LETTER OF
COMMITMENT**

A signed letter(s), on company letterhead, from the IVOSE must accompany the IVOSE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The IVOSE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "TOTAL BID AMOUNT" and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's IVOSE Program. Questions involving the regulations governing the IVOSE Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.



Indiana Veteran Owned Small Business

Prime contractors should note the following:

- Pursuant to 25 IAC 9-4-1(c), a Prime Contractor who is an IVOSB can use their own workforce to count toward the goal.
- IVOSB must have a Bidder ID (see section 2.3.7 - Department of Administration, Procurement Division).
- Prime contractor and/or subcontractors' Certification Letter(s), provided by IDOA or VA OSDBU, must accompany the proposal to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see section 1.21), or IVOSB.

Indiana Department of Administration



Indiana Veteran Owned Small Business

Prime contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](#)) registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date.
- **Serve a Valuable Scope Contribution (VSC) on the engagement, as confirmed by the State.**
- Provide the goods or services specific to the contract and within the industry area for which it is certified

Indiana Department of Administration



STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019

TOTAL BID AMOUNT: _____

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount: Sub-Contract Percentage of Total Bid:	Telephone Number: ()	Fax Number: ()
	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount: Sub-Contract Percentage of Total Bid:	Telephone Number: ()	Fax Number: ()
	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

Respondent Firm	Telephone Number
Address	Fax Number
City/State/Zip Code	Email Address
Representative	Authorizing Signature
Date	Printed Name and Title

Please check if additional forms are attached.
Page _____ of _____

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.



Indiana Veteran Owned Small Business

STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

RFP#: 19-105

DUE DATE: August 15, 2019

TOTAL BID AMOUNT:

Company Name:	Contact Person:
Address:	E-mail:
	Telephone Number: ()
	Fax Number: ()
Sub-Contract Amount:	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>
Sub-Contract Percentage of Total Bid:	
Provide approximate dates when Sub-Contractor will perform on this project:	

Indiana Department of Administration



Indiana Veteran Owned Small Business

- **New Process** - IVOSB scoring is conducted based on 5 points plus a possible 1 bonus point scale
 - IVOSB: Possible 5 points + 1 bonus point

- **Professional Services Scoring Methodology:**

- The points will be awarded on the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

- Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)
- Submissions of 0% participation will result in a deduction of 1 point in each category
- The highest submission which exceeds the goal in each category will receive 5 points (5 points plus 1 bonus point). In case of a tie both firms will receive 6 points.



IDOA Subcontractor Scoring

RFP MBE/WBE/IVOSB Scoring Example

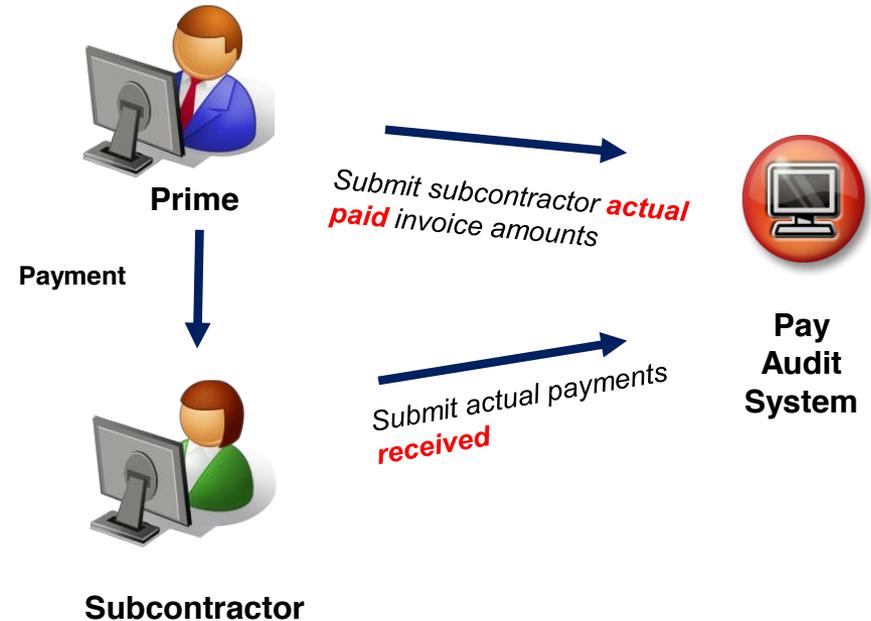
Bidder	MBE %	Pts.	WBE %	Pts.	IVOSB %	Pts.	Total Pts.
Bidder 1	12.0%	5.0	10.0%	6.0	3.5%	6.0	17.00
Bidder 2	6.0%	3.75	4.0%	2.5	1.8%	3.0	9.25
Bidder 3	8.0%	5.0	8.0%	5.0	3.0%	5.0	15.00
Bidder 4	16.0%	6.0	0.2%	0.0	0.6%	1.0	7.00
Bidder 5	0.0%	-1.0	0.0%	-1.0	0.0%	-1.0	-3.00



Subcontractor Compliance

Pay Audit System

- Tool utilized to monitor the state's diversity spend for subcontractors
- Selected primes and subcontractors are required to report payments submitted or received through this web-based tool
- Based on contract terms payments should be reported monthly or quarterly
- **Questions?** Contact Division of Supplier Diversity
 - mwbecompliance@idoa.in.gov
 - www.in.gov/idoa/mwbe/payaudit.htm



Additional Information

IDOA PROCUREMENT LINKS AND NUMBERS

<http://www.in.gov/idoa/2354.htm>

A. For Vendor Registration Questions:

<http://www.in.gov/idoa/2464.htm>

B. Secretary of State of Indiana:

Can be reached at (317) 232-6576 for registration assistance. www.in.gov/sos

C. See Vendor and Supplier Resource Center:

<http://www.in.gov/idoa/3106.htm>

D. Minority and Women Owned Business Enterprises:

Link to more information and full listing of IDOA Minority and Women Owned Businesses

<http://www.in.gov/idoa/2352.htm>

E. Indiana Veteran Owned Small Business Program:

Link to more information and full listing of Indiana Veteran Owned Small Businesses:

<http://www.in.gov/idoa/2862.htm>. To search certified IVOSBs: <https://www.vip.vetbiz.va.gov>

F. RFP posting and updates:

Go to <http://www.in.gov/idoa/2354.htm> (select “Current Opportunities” link)

Scroll through table until you find desired RFP number on left-hand side and click the link.

Indiana Department of Administration



Questions

Any verbal response is not considered binding; respondents are encouraged to submit any question formally in writing if it affects the proposal that will be submitted to the state.

Indiana Department of Administration



RFP 19-105: Modernize the Human Resources and Payroll Business Processes and Technologies

PRE-PROPOSAL CONFERENCE

Tuesday, June 25, 2019 at 10:00 AM in Conference Room C, IGCS

ATTENDANCE ROSTER

Company Name	MBE/WBE/IVOSB	Company Address	Contact Name	Telephone/Email
GNC Consulting	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	4119 S. LaGrange Rd Frankfort, IL 60423	Barb Perozzi Garry Cooper	815-341-8518
Serra-Cedar	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	1255 W. Alph Aldern Drive Apharetz GA 30005	Stephanie Papp Mike Youngwirth	312-399-4952 918-688-1666
ERPA Group	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	425 Metro Place North Suite 570 Dublin, OH 43017	Steve Keouzi	630 450 1747 Skeouzi@ERPAgroup.com
Knowledge Services	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	5875 Castle Creek Pkwy Indpls IN 46250	Barbara Brown	317-806-6107 barbb@knowledgeservices.com
ERPA Group	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	425 Metro Place North Suite 570 Dublin OH 43017	Judie Meeks	647 719 9222 x7154 jmeeks@erpagroup.com
Next Generation Inc	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	444 W. Lake Street #1940 Chicago, IL 60666	Anoop Kumar	312-739-0520 akumar@nextgeninc.com
netlogx, LLC	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	212 W. 10th Street, C465 INDY, IN 46202	NICK PETRONE	317-313-6528 npetrone@netlogx.com
Brilient	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	7999 Kave Rd INDY, IN	Scott Lorich	317 771 1142 slorich@brilient.com
STLogius	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	Carmel, IN	Vera Kotlyar	317-343-0511 verak@stlogius.com
Pyramid TecSol	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	9535 E. 59th INDY	Hary Jones	317-280-9900 h.jones@pyramidinc.com
Amit Mehta	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	55 Monument Circle #1200 B		amit.x.mehta@accenture.com
Chris Hetzel	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	55 Monument Circle #1200 B		michael.c.hetzel@accenture.com
Wendy Maple	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	212 W. 10th St. Indpls, IN	Wendy Maple	wmaple@netlogx.com
Guidehouse LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	837 E 56th St Indy, IN	Philif Reilly	Preilly@Guidehouse.com
Guidehouse LLP	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	8899 E 56th St.	Anwar Ahmed	aaahmed@guidehouse.com
Sage Squared Consulting	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	4325 Leeward Spg Bloomington 47403	Yonda Snyder	ysnyder@sagesquared.com
Intrinsic, Inc	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	12175 Visionary Way #430 Fishers, IN 46038	Susan Spangler	susan.spangler@intrinsicinc.com
RepuCare, Inc	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> IVBE	4245 N Meridian St Indy IN	Chang Sanders	csanders@rpx-core.com

**RFP 19-105: HCM-Payroll Modernization
PRE-PROPOSAL CONFERENCE
June 25, 2019 at 10:00 a.m. Eastern Time in Conference Room(s) C, IGCS**

ATTENDANCE ROSTER

Company Name	MBE/WBE/IVOSB	Company Address	Contact Name	Telephone/Email
Accenture LLP	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	55 Monument Circle, Suite 1200 B, Indianapolis, IN 46204	Kate Murphy	kathryn.d.murphy@accenture.com 623-512-2829
Accenture LLP	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	55 Monument Circle, Suite 1200 B, Indianapolis, IN 46204	Suzanne Dempsey	suzanne.g.dempsey@accenture.com 617-233-8033
Computer Consultants International, Inc.	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	10949 W. Villa Monte dr. Mukilteo, WA 98275	Judy Elly	8004932105 /hr@cci-worldwide.com
CherryRoad Technologies Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	301 Gibraltar Drive, Suite 2C Morris Plains, NJ 07950	Kevin Teder	317-250-1536 / kteder@cherryroad.com
Ciber Global LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	3270 W. Big Beaver Rd Troy Michigan 48084	Jeff Hunter	248-882-1367 / jhunter@ciber.com
GNC CONSULTING, INC	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	21195 S. LAGRANGE RD., FRANKFORT, IL 60423	GARRY P. COOPER	(815) 469-7255
GNC CONSULTING, INC	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	21195 S. LAGRANGE RD., FRANKFORT, IL 60423	BARB PEROZZI	(815) 469-7255
GNC CONSULTING, INC	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	21195 S. LAGRANGE RD., FRANKFORT, IL 60423	MICHAEL BAILEY	(815) 469-7255
Guidehouse LLP	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	8888 Keystone Crossing, Ste 1300 Indianapolis, IN 46240	Jeffrey S. Bankowski	(734) 644-0595
Hexaware Technologies Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	101 Wood Avenue South, Suite 600, Iselin, New Jersey 08830	Vishal Rao Senior Director, Enterprise Solutions	Telephone: 856-275-0753 Email : vishalr@hexaware.com
Highstreet IT Solutions, LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	2600 Tower Oaks Blvd, Suite 240 Rockville	Cecil Cadwallader	813.240.2435 / cecil.cadwallader@highstreetit.com
Highstreet IT Solutions, LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	2600 Tower Oaks Blvd, Suite 240 Rockville	Henry Tran	818.430.5289 / henry.tran@highstreetit.com
Highstreet IT Solutions, LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	2600 Tower Oaks Blvd, Suite 240 Rockville	Rick Bell	480.295.2647 / richard.bell@highstreetit.com
Highstreet IT Solutions, LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	2600 Tower Oaks Blvd, Suite 240 Rockville	Meg Phillips	863.670.6163 / meg.phillips@highstreetit.com
Intrin, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	12175 Visionary Way, #430, Fishers, Indiana 46038	Patricia Musariri	317-640-6996 patricia.musariri@intrinzincorp.com
Intrin, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE	12175 Visionary Way, #430, Fishers, Indiana 46038	Susan Spangler	317-919-5287 susan.spangler@intrinzincorp.com
JDC Innovations LLC	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> IVBE	3224 Derby Way Dr. #104 Brownsburg, IN 46112	Darrin Chatman	(313) 408-3382/dachatman08@jdcinnovations.com
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> IVBE			

