

CONTRACT

BY AND BETWEEN

**STATE OF FLORIDA,
AGENCY FOR WORKFORCE INNOVATION**

AND

DELOITTE CONSULTING LLP

FOR

**DESIGN, DEVELOPMENT, AND IMPLEMENTATION
OF THE UNEMPLOYMENT COMPENSATION CLAIMS
AND BENEFITS INFORMATION SYSTEM (THE "UC SOLUTION")**

FEBRUARY 2011

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BASE AGREEMENT

THIS CONTRACT (the "Contract") is between the State of Florida, Agency for Workforce Innovation, hereinafter referred to as the "Agency", and Deloitte Consulting LLP, hereinafter referred to as the "Contractor" (each individually a "Party" and collectively the "Parties").

WHEREAS, the Contractor responded to the Agency's Solicitation No. 10-ITN-001-SS, entitled Unemployment Compensation System Design, Development and Implementation (the "ITN"); and,

WHEREAS, the Agency has relied on the Contractor's response, and explanations, demonstrations, and revisions thereof, to determine that the Contractor's offer provides the best value to the State of Florida (the "State"); and,

WHEREAS, the Parties desire to enter into the Contract pursuant to which the Contractor will provide the services hereafter described.

NOW THEREFORE, in consideration of the premises set forth herein, the Parties agree as follows:

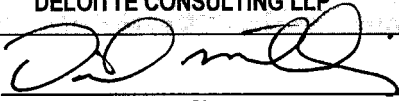
1. The Contractor shall design, develop and implement an Unemployment Compensation (UC) Solution in accordance with the Scope of Work attached as Exhibit 1, and subject to the Contract terms and conditions.
2. The Financial Terms attached as Exhibit 2 shall govern the compensation for Contractor's work under the Contract. The Agency's financial obligation under the Contract shall not exceed \$39,843,769.
3. The Contract consists of the following documents (the "Contract Documents"), which in case of conflict shall have the following priority (highest to lowest):
 - a. Any amendment to the Contract
 - b. This Base Agreement
 - c. Scope of Work (Exhibit 1)
 - d. Financial Terms (Exhibit 2)
 - e. Special Conditions (Exhibit 3)
 - f. General Conditions (Exhibit 4)
 - g. Certifications and Assurances (Exhibit 5)
4. The Contract effective date shall be the date on which the last Party has signed the Contract (the "Effective Date"). The Contract term shall begin on the Effective Date and shall consist of the following Performance Periods, as described more fully in Section 6 of the Scope of Work: (i) DDI Performance Period, which shall not exceed 21 months from the Schedule Start Date; (ii) Warranty Performance Period of 12 months; and (iii) three optional Operations Performance Periods. The Contract term shall end at the conclusion of the last Performance Period, unless the Contract is terminated earlier or renewed or extended as provided herein. The Agency shall not be obligated to pay for costs incurred related to the Contract prior to its Effective Date or after its ending date.
5. Name, mailing and street address of Contractor and Agency contacts:

The name, address, zip code, and telephone of the Contract Manager for the Contractor is:	The name, address, zip code, and telephone number of the Contract Manager for the Agency is:
David Minkinen	Joanne Putnam
Deloitte Consulting LLP	Agency for Workforce Innovation
50 S 6th St. Ste. 2800	Unemployment Compensation
Minneapolis, MN 55402	107 E. Madison Street
Phone: (612) 759-7738	Tallahassee, FL 32399
	Phone: (850) 245-7486
Email: dminkinen@deloitte.com	Email: Joanne.Putnam@flaawi.com

In the event that either Party designates a different Contract Manager after the Effective Date, the Party will provide written notice to the other Party of the name, address, zip code, and telephone number of the newest Contract Manager (without formal amendment to the Contract).

The Parties have read the Contract Documents and understand and agree to every term of the Contract.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and the attachments hereto, the Parties have executed this Contract by their duly authorized undersigned officials.

DELOITTE CONSULTING LLP		AGENCY FOR WORKFORCE INNOVATION	
By	 Signature	By	 Signature
Title	<u>Principal</u>	Title	
Date	<u>2/8/2011</u>	Date	

Federal Employer Identification Number:

Approved As to Form and Legal Sufficiency, Subject Only To Full and Proper Execution by the Parties:

OFFICE OF GENERAL COUNSEL
AGENCY FOR WORKFORCE INNOVATION

By: _____

Approved Date: _____

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EXHIBIT 1– SCOPE OF WORK (SOW)

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ATTACHMENT A – SAMPLE DED

1 DEFINITIONS

The following terms and definitions apply to the Contract.

Term	Definition
Agency (or AWI)	The Florida Agency for Workforce Innovation (AWI)
Agency Business Hours	Typically 8:00 A.M. through 5:00 P.M. Monday through Friday in which the Agency conducts routine business.
Agency Non-Business Hours	Typically holidays, weekends, and night time frames in which the Agency is closed to conducting routine business.
Agency Observed Holidays	The following holidays are currently observed by the Agency. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed. <ul style="list-style-type: none"> • New Year's Day • Martin Luther King Day • Memorial Day • Independence Day • Labor Day • Veteran's Day • Thanksgiving Day and the following day • Christmas Day
ARRA	American Recovery and Reinvestment Act of 2009
Business Day	Monday through Friday excluding Agency Observed Holidays. All other references to day will be a calendar day.
Corrective Action Plan (or CAP)	As defined in Section 10 of the Special Conditions (Exhibit 3).
C.F.R.	Code of Federal Regulations
Contract	The entire, integrated, legally enforceable agreement between the Parties, which supersedes all prior negotiations, representations, or agreements, either written or oral.
Contract Documents	The documents identified in Section 3 of the Base Agreement, which together constitute the Contract and which set forth the obligations of the Parties, including, but not limited to, the performance of the work and the basis of payment.
Contract Manager, Agency	The person responsible for enforcing performance of the contract terms and conditions, who serves as liaison with the Contractor as required by Section 287.057(14), Florida Statutes.
Contract Manager, Contractor	The person responsible for assuring Contractor performance in accordance with the Contract terms and conditions, who serves as liaison with the Agency.
Contractor	Deloitte Consulting LLP
Contractor Technology	Contractor Technology has the meaning assigned in Section 21 of the Special Conditions (Exhibit 3).
COTS	Commercial off the shelf (third party hardware or software).
DBA	Database Administrator / Database Administration
DED	The Deliverable Expectation Document that describes the contents, scope, quality standards, quality assurance measures, approval process, approval criteria and reviewers for each Project deliverable, a sample of which is included as Attachment A to the Scope of Work.
E-Verify	E-Verify is an Internet-based system to determine the eligibility of that employee to work in the United States. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm
F.A.C.	Florida Administrative Code
F.S.	Florida Statutes

Term	Definition
FEID	Federal Employer Identification Number
Final Deliverable	The last scheduled deliverable within a Phase that has not been previously accepted by the Agency.
FL	State of Florida
FLAIR	Florida Accounting and Information Resource – Florida's Statewide Accounting System
HW, H/W	Hardware / Computer Equipment
Intellectual Property (or IP)	Intellectual Property has the meaning assigned in Section 21 of the Special Conditions (Exhibit 3).
Invoice	Contractor's itemized document stating prices and quantities of goods and/or services delivered, and sent to buyer for verification and payment.
IRA	Information Resource Acquisition
IT	Information Technology
ITN	Invitation to Negotiate; the Agency's Solicitation No. 10-ITN-001-SS
ITR	Information Technology Resource
IV&V	Independent Verification and Validation
IVR	Interactive Voice Response
JAD	Joint Application Development
Key Personnel	Contractor personnel identified in Section 7.8 of the Scope of Work (Exhibit 1)
MBE	Minority Business Enterprise certified by the Florida Office of Supplier Diversity
OBS	Organizational breakdown structure
OMB	Office of Management and Budget
Partner Agencies	State agencies which work in cooperation with the Agency to administer Unemployment Compensation program services.
PDC	State of Florida Primary Data Center
Phase Gate	Formal Go/No Go check points between the Agency and the Contractor.
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMP	Project Management Plan
Project	The Parties' performance of the Contract, which shall follow the Performance Periods and phases described more fully in the Scope of Work.
Project Director	The Agency representative with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor.
Requirements Definition Document	The UC Program's detailed requirements are set forth in the document entitled "UCCBIS Requirements Definition Document" (5/12/2010), which was incorporated into ITN section A.6 and is also hereby incorporated into Section 3 of the Scope of Work (Exhibit 1).
Schedule Start Date	February 28, 2011 unless subsequently agreed upon by both Parties.
SDLC	Software Development Life Cycle
SharePoint / MS SharePoint	Microsoft SharePoint Portal
SLA	Service Level Agreement
SOW	Scope of Work
SSN	Social Security Number

Term	Definition
Stakeholders	Anyone affected in any way by the Project being conducted, or the outcome of the Project.
State	State of Florida, in the sense of a political entity or in the sense of geographic boundaries, as the context makes clear.
Subcontractor	A person or entity contracting with the Contractor to perform part of the Contract, subject to Agency approval.
SW, S/W	Software / Computer Program
Tier 1 Helpdesk	The first point of contact concerning problems, which shall try to identify the problem, determine its source, and advise as to solution, or else escalate the issue to the Tier 2 Helpdesk.
Tier 2 Helpdesk	The help function responsible for any service provided beyond Tier 1.
UC	Unemployment Compensation
UC Solution	The solution delivered by the Contractor under this contract as described in the Scope of Work to meet the requirements defined in Section 443.1113 of the Florida Statutes.
U.S., USA	United States of America
U.S.C.	United States Code
USDOL	United States Department of Labor
VPN	Virtual Private Network
WBS	Work Breakdown Structure

2 PROBLEM STATEMENT

The Agency impacts the lives of Florida's citizens at a moment when their needs are greatest. AWI operates a \$6.5 billion dollar Unemployment Compensation (UC) program that is responsible for processing 3 million claims applications and making payments to 1.1 million individuals per year. The unemployed citizens of Florida use these payments to provide the bare necessities for their families, while they look for new employment.

Across the nation, state UC programs are faced with numerous challenges in meeting federal performance standards while workloads are increasing and state budgets are decreasing. These demands must be met in a highly visible and politically charged backdrop, particularly if employers are faced with tax increases due to high benefit outlays.

The UC program in Florida is facing many of the same challenges that face other UC programs nation-wide. Some of the key environmental factors affecting the UC program include increased customer expectations, reduced or static funding levels, aging and retiring workforce, and an aging and inflexible 38-year old existing technology system. The Claims and Benefits mainframe application is a foundational mission-critical UC system nearing its end-of-life.

Over the years, AWI has developed numerous processes and software applications to meet the requirements of the UC program, but still relies heavily on legacy technology centered on the Claims and Benefits mainframe system. The system has served the Agency well since its inception in 1972, but is based on antiquated technologies that are inherently rigid and difficult to maintain. It was designed for use in a prior service delivery model when UC was handled face-to-face with the claimant. The system can no longer meet the challenges facing the Agency, including:

- Limited integration with workforce activities that support getting claimants back to work.
- Unemployment claim volumes that have more than doubled in the past 3 years.
- Ever-increasing risk of infrastructure failure.
- Lack of customer self-service options and costly, inefficient manual processes hinder timely resolution of disputed claim payments resulting in higher employer tax rates.

Due to the technological limitations of the UC system, AWI has had no choice but to design new business processes around the capabilities of the current system. This has resulted in more time and resources spent on activities that should be automated, like claims intake, instead of activities that can help get claimants back to work sooner and shorten the duration of their claims. As demands on the UC program continue to grow the current system continues to exacerbate these problems and others:

The current system requires UC staff to spend too much time on activities that could be automated. The UC staff must access as many as 16 applications that comprise the UC system to complete their jobs. In addition the inflexibility in the legacy system requires that staff resort to manual work-arounds to get the job done.

The age of the UC system impedes its ability to easily adapt business processes to reflect changing circumstances, such as changes in law or program policy. The laws and policies governing UC change, such as the recent addition of extended benefits. As a result of age, rigid design, and lack of documentation, AWI's thirty-eight year-old legacy system is too inflexible, too fragile, and too expensive to incorporate these changes easily. A modern maintenance design methodology utilizing componentization, modularization, and segregation of code by process and business function would make such changes possible with little effort. In the current environment, each new change merely adds to the complexity of the business processes staff must master and the fragility of the supporting application.

It costs too much to do business. While AWI is taking steps to reduce transaction costs with more self-service and web-based claims filing, AWI will be better served with a comprehensive solution that applies Business Process Reengineering principles to improve processes and implement modern technology to automate routine tasks, virtually eliminating paper-based processes. This will allow the Agency to focus its talent on tasks that add value to customers and reduce the cost of every transaction.

AWI will soon face a knowledge progression crisis as large numbers of skilled staff members approach retirement. UC is a tremendously complicated business requiring skilled workers who understand its complexities and nuances. Like most UC agencies nationwide, AWI faces a potential crisis as its most experienced staff approach retirement age. Because the institutional knowledge for UC has always resided in its people and not its systems, as staff retire there is no systematic way to pass their knowledge and wisdom to the remaining workers. Developing a UC application that automates routine tasks and supports staff with the tools they need to do their jobs increases AWI's ability to reduce the impact of any knowledge progression crisis.

3 CONTRACT OBJECTIVES

The Parties intend the UC Solution to accomplish the following main business objectives, as set forth in section 443.1113(2), Florida Statutes (2009):

- Wherever cost-effective and operationally feasible, eliminate or automate existing paper processes and enhance any existing automated workflows in order to expedite customer transactions and eliminate redundancy.
- Enable online, self-service access to claimant and employer information and federal and State reporting.
- Integrate benefit payment control with the adjudication program and collection system in order to improve the detection of fraud.
- Comply with all requirements established in federal and state law for unemployment compensation.
- Integrate with the Department of Revenue's statewide unified tax system that collects unemployment compensation taxes.

The Parties also intend the new UC Solution to accomplish the following UC Program goals and objectives:

Business Objective #1

Create flexible, integrated UC applications, information, and business processes for the UC Program in order to create operational efficiencies.

In support of this objective, the UC Solution will:

- Implement a case management system to store claims, determinations, claimant and employer data, and appeals information. This "one-stop shop" for all UC information will prove vital to reducing the staff time spent on each UC process.
- Make the resource assignments and re-assignments for required work based on the process flow.

- Provide an alert system to inform Agency workers of system or application faults or outages. Prioritize alerts based on work assignments to bring important items to the worker's attention.
- Provide an integrated imaging system that allows all areas of the organization to share information quickly and effectively while providing the technical capabilities to identify and remove duplicative information.
- Allow staff to monitor their assigned work.
- Allow management to monitor assigned work to their workers under their supervision.
- Eliminate duplicative data entry between disparate systems or within the same system.
- Provide staff training to meet desired skill levels.

Business Objective #2

Provide a consolidated system with user-friendly search criteria to provide internal and external Stakeholders, partners, and the general public with easily accessible, secured and "on demand" access to claims data.

In support of this objective, the UC Solution will:

- Consolidate systems to allow customers access to information through the Internet and IVR system.
- Provide immediate access to data to support decision-making processes.
- Provide access to comprehensive data for complete and accurate trend analysis and statistical reporting.
- Provide report customization capabilities.
- Provide self-service capabilities to authorized claimants and employers.
- Provide a browser-based interface conforming to industry web development standards (style sheets and navigation rules).
- Provide automated data population and cascading of data between input screens to improve productivity and reduce data entry errors.
- Provide simultaneous access to data among various users.
- Improve security, both internal and external.
- Increase audit trail capabilities.

Business Objective #3

Provide a system that is fully compliant with federal and State laws and statutes as well as Agency procedures and rules.

In support of this objective, the UC Solution will:

- Create a system platform that can meet the changing processing needs of the Agency.

Business Objective #4

Provide a state-of-the-art technology system architecture that will effectively support the dynamic application processes and modifications required because of legislative changes and Agency needs.

In support of this objective, the UC Solution will:

- Improve system usage and provide consistent application of data elements through increased coordination and integration with IVR and Internet applications.
- Eliminate duplication of technology and share common objects to the fullest extent possible. The IVR and Call Center should use the UC Integrated database and the business objects should be shared with Internet applications.

- Improve ability to manage customer information requests through Customer Relationship Management (CRM) functionality. The CRM capabilities should integrate with the IVR and Call Center and use the UC integrated database to manage customer information requests in an organized manner.
- Mitigate the risks associated with operating and supporting outdated technology.
- Provide a scalable platform with an open architecture to support process improvements and system integration requirements.

The UC Program's detailed requirements are set forth in the Requirements Definition Document which is also hereby incorporated into this Scope of Work as if fully set forth. These requirements shall be the primary input and basis of the "Define" phase detailed in Section 8.2 of this Scope of Work.

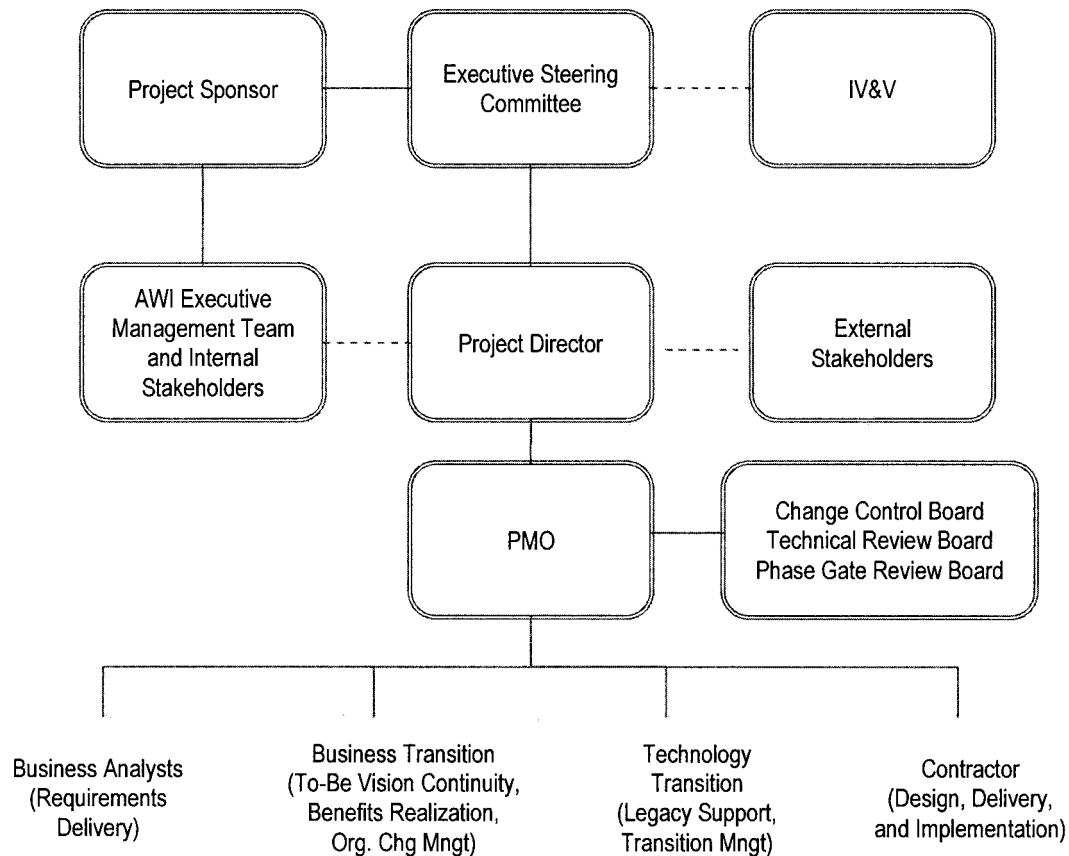
4 SOLUTION OVERVIEW

To meet the objectives set forth above in Section 3, the Contractor shall design, develop and implement the UC Solution. The basis of the UC Solution shall be the Contractor's existing "uFACTS Solution Framework," which it has implemented in other states and which is described in greater detail in the Contractor's ITN response dated July 16, 2010. The UC Solution shall include the following uFACTS modules: Claims and Benefits, Appeals, Benefit Payment Control (BPC), and Adjudication. Further details of the anticipated UC Solution components are found in the bill of materials included in Exhibit 2, Financial Terms. The Contractor shall provide enhancements and modifications to uFACTS components that are necessary to meet the requirements in the Requirements Definition Document (as validated during the "Define" phase detailed in Section 8.2 of this Scope of Work), including but not limited to:

- Web Based Architecture
- Document Imaging and Management
- Interactive Voice Response (IVR)
- Advanced Search Capabilities
- Workflow Management
- Case Management
- Customer Relationship Management
- Automated System Interfaces
- Data Import/Export
- Electronic Digital Signatures
- Account Management
- Reporting and Dashboard Tools
- Enhanced Security (Role Based, Event Triggers)
- Audit Tools
- System Administration Tools
- Relational Database
- Interfaces

5 PROJECT GOVERNANCE

The Project organizational structure and Project reporting relationships are depicted in the following diagram:



The above organization chart represents how the Project will be functionally managed and includes Agency and Partner Agency staff. No administrative reporting relationships are hereby implied. Agency roles may be delegated at the sole discretion of the Agency. The governance structure will be validated and potentially modified during the Project planning phase.

The Agency's Project governance structure consists of the following committees. Individual representatives will be identified by name in the Project Management Plan for the role titles listed in the membership column of the following table.

Role Name	Description	Membership
Project Sponsor	<ul style="list-style-type: none"> Has executive and decision making authority for AWI Communicates with the Governor's office Champions the Project within AWI Provide guidance on overall strategic direction Has overall programmatic responsibility for successful development and implementation of the Project 	<ul style="list-style-type: none"> Executive Director

Role Name	Description	Membership
Project Director	<ul style="list-style-type: none"> Has Agency responsibility for the successful development and implementation of the Project Oversees the development and implementation of the Project Oversees the management of the Project Oversees the PMO for the Project Reports to the ESC Manages relationship with internal and external Stakeholders Approves Phase Gate and Project deliverables Member of Project Leadership Team (PLT), Change Control Board (CCB), Technical Review Board (TRB), and Phase Gate Review Board (PGRB) 	<ul style="list-style-type: none"> AWI UC Project Director
Executive Steering Committee	<ul style="list-style-type: none"> Provide management direction and support to the PLT Review and accept or decline changes to the Projects scope, schedule and costs Final authority for conflict resolution If the Project objectives cannot be met, provide options to the Governor, the President of the Senate and the Speaker of the House of Representatives to suspend or terminate the Project. 	<ul style="list-style-type: none"> AWI Executive Director Executive Director of the Department of Revenue Director of the AWI Office of Unemployment Compensation Program Director of the General Tax Administration Program Office within the Department of Revenue AWI Chief Information Officer <i>Or their designees.</i>
Project Leadership Team	<ul style="list-style-type: none"> Provide business and technical guidance Provide technical oversight Participates in user group sessions Deliverable acceptance recommendation Members of the CCB, TRB, and PGRB 	<ul style="list-style-type: none"> Project Director PMO Project Manager Contractor Project Manager Business Analysts Manager(s) Business Transition Manager Technology Transition Manager
PMO	<ul style="list-style-type: none"> Establish and monitor Project PMP Management Draft reports to Project Director, Executive Steering Committee, Legislature and Executive Management Team Document the Requirement Management process Liaison with IV&V Train team members on Project governance, process and procedures Set up and maintain Share Point site Monitor progress against business objectives Monitor internal and external Stakeholders 	<ul style="list-style-type: none"> PMO Members

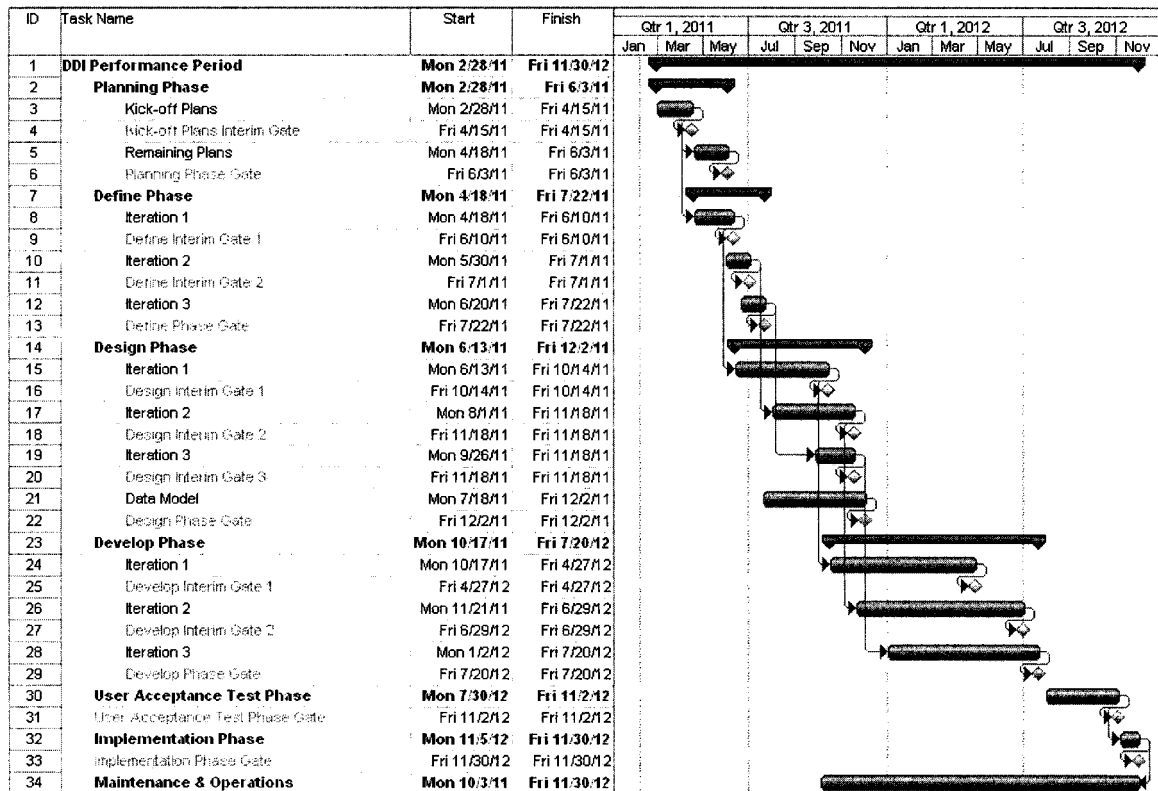
Role Name	Description	Membership
Business Analysts	<ul style="list-style-type: none"> • Team represents the core processes • Owns the implementation life cycle; design, development, training, testing, user acceptance and implementation • Develops implementation plans • Conducts user group sessions • Validate functional requirements • Works with Contractor to communicate the business requirements • Escalate issues and risks to the PMO based on parameters defined in the issues and risk management plans • Develop and manage work stream schedule • Support Phase Gate activities 	<ul style="list-style-type: none"> • Project Business Analyst
Business Transition	<ul style="list-style-type: none"> • Stewards of the future state vision • Provide continuity for the work streams • As keepers of the future state vision, prepare for Phase Gate review and sign off • Requirements Management • Maintain the requirements traceability matrix • Conduct impact analysis and provide recommendations/action plan to PMO • Responsible for on-boarding business team members • Escalate issues and risks to the PMO based on parameters defined in the issues and risk management plans • Develop and manage work stream schedule • Provide organizational change management support • Provide benefits realization support 	<ul style="list-style-type: none"> • Group of subject matter experts from the Agency's business unit

Role Name	Description	Membership
Technology Transition	<ul style="list-style-type: none"> Participates in required technical related discussions and activities; especially those related to infrastructure and back-end systems Represents the Agency in terms of technology, infrastructure and architecture Validates the nonfunctional requirements Responsible for interface requirements Responsible for liaising with the Contractor for data conversion Responsible for clearly communicating technical requirements Responsible for on-boarding technical team members Escalate issues and risks to the PMO based on parameters defined in the issues and risk management plans Support Phase Gate activities Develop and manage work stream schedule 	<ul style="list-style-type: none"> Group of subject matter experts from the Agency's IT Department
Independent Verification and Validation	<ul style="list-style-type: none"> Responsible for providing an independent assessment of the Project 	<ul style="list-style-type: none"> Ernst & Young

6 PROJECT PERFORMANCE PERIODS AND PHASES

The Project consists of three high-level Performance Periods: (i) DDI Performance Period; (ii) Warranty Performance Period; and (iii) Operations Performance Period. This section summarizes each Performance Period and refers to other sections of this SOW for more detailed descriptions of the Performance Periods. The initial high-level Project schedule is shown immediately below. This high-level schedule establishes the overall Project duration, but the Parties shall finalize its details during the planning process as specified in Section 8.1 of this Scope of Work.

ID	Task Name	Start	Finish	Qtr 1, 2011	Qtr 4, 2011	Qtr 3, 2012	Qtr 2, 2013	Qtr 1, 2014	Qtr 4, 2014	Qtr 3, 2015	Qtr 2, 2016	
				Jan	May	Sep	Jan	May	Sep	Jan	May	Sep
1	DDI Performance Period	Mon 2/28/11	Fri 11/30/12									
2	Warranty Performance Period	Mon 12/3/12	Fri 11/29/13									
3	Operations Performance Period	Mon 12/2/13	Thu 6/30/16									
4	First Period	Mon 12/2/13	Mon 6/30/14									
5	Second Period	Tue 7/1/14	Wed 7/1/15									
6	Third Period	Thu 7/2/15	Thu 6/30/16									



6.1 DDI Performance Period

The duration of the DDI Performance Period shall be 21 months and shall consist of the following:

6.1.1 Planning Phase

The objective of this phase is for the Contractor and the Agency to create the overarching planning documentation for the Project as part of the Project Management Plan. The Contractor will submit the core planning deliverables as specified in Section 8.1 of this SOW.

6.1.2 Define Phase

The objective of this phase is for the Contractor to validate the requirements provided in the Requirements Definition Document with various system Stakeholders and elaborate those requirements to generate specific, functional and non-functional requirements as specified in Section 8.2 of this SOW.

6.1.3 Design Phase

The objective of this phase is to create a visual representation of the UC Solution to be built as specified in Section 8.3 of this SOW during this phase. This phase transforms the detailed, defined requirements into complete, detailed functional specifications that document each form, screen, and report within the UC Solution.

Additionally, functional design specifications are converted into technical specifications for programmers to begin coding and unit testing as specified in Sections 8.7 and 8.8 of this SOW.

Beginning with this phase, the Contractor shall also be responsible for maintenance and operations of the UC Solution as specified in Section 12.1 of this SOW for the remainder of this Performance Period.

6.1.4 Development & Test Phase

The objective of this phase is to convert the deliverables of the Design Phase into a complete information system and test each programmed unit code independent of the other programs as specified in Sections 8.7 and 8.8 of this SOW.

6.1.5 User Acceptance Test Phase

The objective of this phase is to prove that the UC Solution satisfies the validated requirements established pursuant to this SOW. The UC Solution will be tested to ensure that each program interacts with other program(s) appropriately to yield the desired result. Other tests such as stress testing, performance testing, usability testing shall also be conducted.

Additionally, this phase includes User Acceptance Test. The objective of this activity is for the Agency to test the UC Solution functionality and ensure that all requirements are met as per the agreed upon design as specified in Section 8.9 of this SOW.

6.1.6 Implementation Phase

The objective of this phase is to train all end users on the UC Solution as appropriate (e.g. functional or end user, technical, system administration, help desk) as specified in Section 8.11 of this SOW.

Additionally, the objective of this phase is to roll-out the UC Solution to all the users. This includes the conversion and cleansing of existing data to the UC Solution. Hardware and software procurement will occur per the Project schedule and will be consistent with the hardware and software in the Bill of Materials in Section 4.0 of the Financial Terms (Exhibit 2).

6.1.7 Iterations

In addition to providing deliverables during each Project Phase, the Contractor will subdivide those deliverables during the Define, Design and Develop Phases. These sub-Phase deliverables will be broken into the following iterations for each Phase:

Iteration 1

- Claims
- Benefit Payment Control
- Adjudication
- Benefit Charges
- Workforce Integration

Iteration 2

- Maintain Claim
- Appeals
- Benefit Payment Control
- Collections
- Program Integrity
- Reporting Services (ETA, Fiscal, and Management Reports)

Iteration 3

- Call Center Interactive Voice Response System

6.2 Warranty Performance Period

The duration of the Warranty Performance Period shall be 12 months, immediately following the end of DDI Performance Period. The Contractor's warranty obligations are as specified in Section 9 of this SOW. The Contractor shall also be responsible for maintenance and operations of the UC Solution as specified in Section 12.1 of this SOW.

6.3 Operations Performance Period (optional)

The duration of the Operations Performance Period (optional) shall be no longer than 36 months, immediately following the end of the Warranty Performance Period. The Contractor's maintenance and operations obligations as part of this Performance Period are as specified in Section 12.1 of this SOW.

7 OVERALL MANAGEMENT RESPONSIBILITIES

The following sections provide the overall management responsibilities of the Contractor and Agency.

7.1 Project Management Responsibilities

The following sections provide the overall Project management responsibilities of the Contractor and Agency for this Project.

7.1.1 Project Management Plan Responsibilities

Project management shall be an ongoing task for the duration of the Project. The Contractor shall provide a PMI-certified Project Management Professional Project Manager who will have overall responsibility for the successful delivery of Contractor's services on the Project. The Contractor shall manage the Project in accordance with the approved Project Management Plan (PMP). The Contractor shall actively manage Contractor and subcontractor performance and be responsible for them meeting Contract requirements. The Contractor's Project management approach shall be in compliance with PMI's Project Management Body of Knowledge (PMBOK) standards for Project management.

The Contractor's Project Manager shall maintain regular communications with the Agency's Project management staff and the IV&V Contractor's Project Manager.

The Agency will have one PMP that governs Agency and Contractor Project activities. The Agency will maintain the PMP. The Contractor will provide input into the PMP and will be responsible to adhere to the processes and guidelines established by the PMP. Sub-component plans within the PMP shall consist of the following:

1. Integration Management
2. Scope Management
3. Time Management
4. Cost Management
5. Quality Management
6. Communications Management
7. Human Resource Management
8. Risk Management
9. Procurement Management

7.1.1.1 CONTRACTOR PROJECT MANAGEMENT RESPONSIBILITIES

1. Provide input to the PMP.
2. Manage and direct Contractor and subcontractor staff to execute the PMP and develop Project deliverables.
3. Create and maintain a fully resource-loaded and leveled Microsoft Project Schedule for all DDI activities as input to the integrated master schedule.
4. Manage the Project in accordance with the integrated master schedule.
5. Revise the Project schedule and all other applicable Project management materials as authorized through the change control process.
6. Prepare and submit weekly Project status reports.
7. Participate in weekly Project status meetings.
8. Participate in Executive Steering Committee meetings.
9. Prepare and distribute the minutes of all meetings led by the Contractor within two Business Days.
10. Facilitate Project-related meetings as necessary to fulfill Contract responsibilities.

11. Identify risks, issues, and opportunities and participate in risk and issue meetings.
12. Identify any scope issues and participate in scope management meetings.
13. Require adherence to the Project management standards and guidelines as established in cooperation with the Agency.
14. Require deliverables that conform to Agency standards provided in Section 11 of the SOW.
15. Establish communication procedures with input of all Project participants and Stakeholders.
16. Prepare formal reports and presentations.
17. Participate and cooperate in Project audits, reviews, and IV&V activities.
18. Provide monthly ARRA reporting for jobs created or retained as applicable.

7.1.1.2 AGENCY PROJECT MANAGEMENT RESPONSIBILITIES

1. Develop and maintain the PMP.
2. Provide PMO preferred templates and tools.
3. Work with the Contractor to develop or approve Project management administrative templates.
4. Coordinate external reporting processes.
5. Define reporting structures between various participants in the Project (Project governance).
6. Monitor the availability and participation of Agency staff.
7. Facilitate the timely resolution of issues.
8. Provide timely review and approval of Project deliverables.
9. Review and, if appropriate, approve the resolution of escalated risks, issues, and opportunities.
10. Review and, if appropriate, approve schedule updates and other changes to the PMP.
11. Manage the integrated change control process.
12. Review and approve Project status reports.
13. Negotiate changes of scope when and if new regulations or requirements require revised or additional functionality.
14. Coordinate with Stakeholders to prepare for the implementation of the proposed UC solution.
15. Coordinate with the IV&V Contractor to evaluate and incorporate report recommendations into the Project plans.
16. Support the Contractor by providing information needed to satisfy internal Agency inquiries or reviews in a timely manner.

7.1.2 Integration Management

The Contractor shall provide appropriate input into the Integration Management Plan as part of the PMP.

7.1.2.1 CONTRACTOR INTEGRATION MANAGEMENT RESPONSIBILITIES

1. Provide input to the integration management plan.
2. Identify changes and submit to the Change Control Board (CCB).
3. Analyze and prioritize changes including impacts to resources, schedule, budget, and quality.
4. Work to incorporate approved changes into the Project.
5. Serve on the CCB.

7.1.2.2 AGENCY INTEGRATION MANAGEMENT RESPONSIBILITIES

1. Develop and maintain the integration management plan and integrated change management process.
2. Identify changes and submit to the CCB.
3. Assist with impact analysis and prioritizing changes.
4. Approve change requests.
5. Support integration of approved changes into Project.
6. Serve on the CCB.

7.1.3 Scope Management

The Contractor shall provide appropriate input into the scope management plan as part of the PMP. Project scope will be baselined during the planning phase of the Project. Any changes to the scope will be managed via the process defined within the Integration Management Plan.

7.1.3.1 CONTRACTOR SCOPE MANAGEMENT RESPONSIBILITIES

1. Provide input to the scope management plan.
2. Submit scope change requests according to the integration management plan.

7.1.3.2 AGENCY SCOPE MANAGEMENT RESPONSIBILITIES

1. Develop and maintain the scope management plan.
2. Review and approve scope change requests according to the integration management plan.

7.1.4 Time Management

The Contractor shall provide appropriate input into the Project schedule management plan as part of the PMP. An integrated Project schedule will be developed during the planning phases of the Project. The critical path method-based integrated Project schedule will be baselined during the Planning Phase of the Project. Any changes to the schedule will be managed via the process defined within the Integration Management Plan.

7.1.4.1 CONTRACTOR SCHEDULE MANAGEMENT RESPONSIBILITIES

1. Provide input to the schedule management plan including defining a critical path.
2. Develop a resource loaded and task level schedule.
3. Provide Work Breakdown Structure for schedule development.
4. Participate in workshops to integrate Project schedules.
5. Monitor progress against the schedule on a weekly basis and include agreed-upon performance metrics.
6. Submit schedule change requests according to the integration management plan.

7.1.4.2 AGENCY SCHEDULE MANAGEMENT RESPONSIBILITIES

1. Develop and maintain the schedule management plan.
2. Review and approve schedule change requests according to the integration management plan.
3. Coordinate workshops to integrate Project schedules.

7.1.5 Cost Management

The Contractor shall provide appropriate input into the Project cost management plan as part of the PMP. The budget will be baselined during the planning phase of the Project. Any changes to the baseline will be managed via the process defined within the integration management plan.

7.1.5.1 CONTRACTOR COST MANAGEMENT RESPONSIBILITIES

1. Provide input to the cost management plan.

2. Submit budget change requests according to the integration management plans.

7.1.5.2 AGENCY COST MANAGEMENT RESPONSIBILITIES

1. Develop and maintain the cost management plan.
2. Monitor progress against the budget on a monthly basis and include agreed-upon performance metrics.
3. Approve budget change requests according to the integration management plans.

7.1.6 Quality Management

Quality management shall be ongoing for the duration of the Contract. Quality controls shall be built into every stage of the Project by the Contractor, subject to the approval of the Agency. Systematic approaches for planning, scheduling, and comparing deliverables to their requirements, problem reporting and obtaining acceptance are critical to ensuring that the dependent phases of the Project remain on schedule.

The Contractor shall implement a quality management program to ensure high quality, reliable deliverables in accordance with the Agency-approved PMP. The quality management plan should be used as the guideline for quality management ensuring quality in the delivered UC Solution as well as with the execution of the Project. Quality management activities shall include software design and code reviews, review of system testing, problem identification and tracking, corrective action review, and documentation reviews.

Each deliverable shall go through the Contractor's internal quality assurance process before submission to the Agency. The Contractor shall maintain records of results from internal quality assurance. The internal quality assurance logs shall be made available to the Agency upon request.

The following sections define the responsibilities of the Contractor and the Agency.

7.1.6.1 CONTRACTOR QUALITY MANAGEMENT RESPONSIBILITIES

1. Develop an overall quality management plan as a section of the PMP.
2. Develop quality assurance standards for the associated Deliverable Expectation Document (DED) for each Project deliverable (refer to Section 11.1 of this SOW).
3. With each deliverable, provide a narrative description of quality assurance measures applied to the deliverable.
4. Provide Project information required for quality assurance monitoring to the Agency's Project Director.
5. Develop quality assurance review reports resulting from quality management activities.
6. Provide plans, staffing, and schedules for addressing any deficiencies identified through the quality management process.

7.1.6.2 AGENCY QUALITY MANAGEMENT RESPONSIBILITIES

1. Review and approve the Contractor's quality plan and quality assurance deliverable standards.
2. Review and approve Project deliverables.
3. Review and approve plans and schedules for addressing identified deficiencies.
4. Communicate the findings of the IV&V Project reviews and assist in the development of a plan and schedule for addressing the deficiencies identified during the quality assurance process.

7.1.7 Human Resource Management

The Contractor shall provide appropriate input into the Project's human resource management plan as part of the PMP.

7.1.7.1 CONTRACTOR RESOURCE MANAGEMENT RESPONSIBILITIES

1. Provide input to the human resource management plan for the Project.
2. Provide Contractor Organization Breakdown Structure (OBS).
3. Integrate Contractor OBS with Project team OBS.

4. Submit resource matrix for Project resources with assigned team positions, start and end dates and full-time equivalency.
5. Provide training and on boarding support for Contractor resources.
6. Follow integrated change management process for resource changes.
7. Provide updated resource plans for approved changes.

7.1.7.2 AGENCY RESOURCE MANAGEMENT RESPONSIBILITIES

1. Develop and maintain the human resource management plan.
2. Approve Contractor OBS.
3. Review and approve the resource matrix.
4. Approve changes to the resource matrix.
5. Train team members on Project governance, process and procedures.

7.1.8 Communications Management

Critical components of organizational change management that are the responsibility of the Contractor are a communications plan, the end user training program (train-the-trainer), and a user support program.

The Contractor shall provide a Project communications strategy documented in a communications management plan.

The following sections define the responsibilities of the Contractor and the Agency.

7.1.8.1 CONTRACTOR COMMUNICATIONS RESPONSIBILITIES

1. Provide input to the communications management plan as part of the PMP.
2. Establish appropriate communication channels with the Agency's Stakeholders responsible for core business processes.
3. Report issues related to the Project that concern the Stakeholders to the Project Director.
4. Provide Project documents and formal deliverables to the Project Director for review and storage in the Project's document management system, MS SharePoint.
5. Provide input to the document management processes and procedures for the Project.
6. Follow procedures and information requirements identified in the communications management plan.
7. Access and post documents and deliverables to the Project MS SharePoint site.

7.1.8.2 AGENCY COMMUNICATIONS RESPONSIBILITIES

1. Conduct Stakeholder analysis and organizational assessment for identifying and confirming Project communications needs.
2. Lead the development and execution of an overall organizational change management plan. The Contractor's communications responsibilities are a subset of the broader work of organizational change management.
3. Participate in change management personnel planning including designees from Agency and Stakeholder staffs.
4. Review and approve all Project communications deliverables.
5. Conduct implementation readiness evaluations.
6. Develop and maintain the document management process and procedures for the Project.
7. Monitor the procedures and information requirements identified in the communications management plan are being followed and are secure.

7.1.9 Risk Management

The Contractor shall provide appropriate input into the Project risk management plan as part of the PMP and participate in risk management activities in accordance with the developed plan and the Agency's risk management standards.

The Contractor shall develop a list of risks associated with this Project, describe each risk event, evaluate the impact and likelihood of each risk occurring in both quantitative and qualitative terms, prioritize risks, plan risk response, and monitor risk status. During risk analysis, the Contractor shall address all aspects of the Project (e.g., system development, system interfaces, data conversion, data integrity, operational transition, testing, training, organizational change, disaster recovery, system security, and data security).

The following sections define the responsibilities of the Contractor and the Agency.

7.1.9.1 CONTRACTOR RISK MANAGEMENT RESPONSIBILITIES

1. Provide input to the risk management plan for the Project.
2. Identify and submit templates defined in the PMP for all identified risks and issues.
3. Conduct quantitative and qualitative risk analyses including impacts to resources, schedule, budget, and quality.
4. Plan risk response strategies (risk management plans).
5. Plan and implement strategies to address findings in IV&V and audit reports.
6. Monitor risks.
7. Identify issues as they develop and develop resolution plans.
8. Participate in risk and issue meetings.
9. Serve on the Project Leadership Team to address escalated issues.

7.1.9.2 AGENCY RISK MANAGEMENT RESPONSIBILITIES

1. Develop and maintain the risk management plan.
2. Assist with quantitative and qualitative risk analysis and issues.
3. Assist with the development of risk response strategies.
4. Assist with the development of strategies to address findings in IV&V and audit reports.
5. Monitor risks and facilitate risk management processes.
6. Identify issues as they develop and develop resolution plans.
7. Participate in risk and issue meetings.

7.1.10 Procurement Management

The Contractor shall provide appropriate input into the Project procurement management plan as part of the PMP.

The following sections define the responsibilities of the Contractor and the Agency.

7.1.10.1 CONTRACTOR PROCUREMENT MANAGEMENT RESPONSIBILITIES

1. As needs are identified, promptly inform the Agency of resources needed to support the Project and when those resources are needed.

7.1.10.2 AGENCY PROCUREMENT MANAGEMENT RESPONSIBILITIES

1. Respond to Contractor's requests for resources.
2. Perform procurement responsibilities in a timely manner, consistent with Agency policies.
3. Perform contract management responsibilities.

7.2 Configuration Management

The Contractor shall plan how software changes will be controlled and managed, how the system hardware and software configuration will be maintained and controlled, and how proposed hardware and software changes are tracked, approved, and implemented. The Contractor's configuration control process shall address all configurable items (e.g., hardware, software, and documents such as work products, deliverables and meeting minutes).

7.2.1 Contractor Configuration Management Responsibilities

1. Develop a configuration management plan as a section of the PMP.
2. Establish an effective configuration control system and process in collaboration with the Agency's Project Director.
3. Identify, classify and document the Project's configuration items. Collaborate with the Agency's Project Director on the identification of configuration items pertinent to the proposed UC solution.
4. Baseline all configuration items in collaboration with the Agency's Project Director.
5. Plan and conduct the promotion and versioning of configuration items in collaboration with the Agency's Project Director.
6. Plan and conduct the release and delivery of configuration items and related documentation in collaboration with the Agency's Project Director.
7. Provide Project documents and formal deliverables to the AWI UC Project management team for review and storage in the Project's document management system, MS SharePoint.
8. Plan, schedule, direct and conduct audits of configuration items in collaboration with the Agency's Project Director.

7.2.2 Agency Configuration Management Responsibilities

1. Review and approve the Contractor's configuration management plan.
2. Collaborate with the Contractor's team on all configuration management processes.
3. Review and approve plans and schedules for release and delivery of configuration items.
4. Provide a MS SharePoint repository for document-related deliverables.

7.3 Interim Gate Reviews

The Contractor's Project schedule shall reflect Interim Gates that provide formal Go/No Go check points between the Agency and the Contractor. These formal checkpoints will utilize the applicable acceptance criteria included in each DED as a basis for this review.

The purpose of the Interim Gate review meeting will be to approve deliverables for a phase iteration and authorize the Contractor to proceed to the next related phase iteration. For example, approval of Define Phase Iteration 1 will authorize work on Design Phase Iteration 1. If the Contractor continues Project work without written authorization of the Agency it will be done at the risk of the Contractor.

If the Interim Gate is not approved based on the acceptance criteria for each deliverable, resolution of any outstanding issues will be managed through the issue management plan and the integrated change control plan as defined in the PMP.

7.3.1 Contractor Interim Gate Review Responsibilities

1. Support Interim Gate activities.

7.3.2 Agency Interim Gate Review Responsibilities

1. Support Interim Gate activities.
2. Review and comment on deliverables submitted for Interim Gate reviews.

3. Approve or reject Interim Gate acceptance deliverables.
4. Authorize/deny the Contractor to pass the Interim Gate and proceed with the work.

7.4 Phase Gate Reviews

The Contractor's Project schedule shall reflect the Phase Gates that provide formal Go/No Go check points between the Agency and the Contractor. These formal checkpoints will use the acceptance criteria included in each DED as well as any open medium or high impact issues documented as part of the risk management plan as the basis for this review.

The purpose of the Phase Gate review meeting will be for a comprehensive Project health status check and to authorize the Contractor to proceed with Project work. If the Contractor continues Project work without written authorization of the Agency it will be done at the risk of the Contractor.

If the Phase Gate is not approved based on the acceptance criteria for each deliverable, resolution of any outstanding issues will be managed through the issue management plan and the integrated change control plan as defined in the PMP.

7.4.1 Contractor Phase Gate Review Responsibilities

2. Support Phase Gate activities.
3. Participate in lessons learned reviews at the end of each Phase.

7.4.2 Agency Phase Gate Review Responsibilities

5. Support Phase Gate activities.
6. Review and comment on deliverables submitted for Phase Gate reviews.
7. Approve or reject Phase Gate acceptance deliverables.
8. Authorize/deny the Contractor to pass the Gate and proceed with the work.
9. Participate in lessons learned reviews at the end of each Phase.

7.5 Knowledge Transfer

The Contractor shall conduct knowledge transfer meetings during the entire life cycle of the Project. These sessions will be either technically oriented or process/functional oriented.

The following sections define the responsibilities of the Contractor and the Agency.

7.5.1 Contractor Technical Meetings and Reviews Responsibilities

1. Develop a knowledge transfer plan as a section of the PMP.
2. Conduct formal reviews and meetings as needed and required.
3. Provide minutes of formal reviews.
4. Assess and report progress on knowledge transfer activities

7.5.2 Agency Technical Meetings and Reviews Responsibilities

1. Participate in formal document reviews.
2. Review and approve deliverables.
3. Work with the Contractor to schedule and assess effectiveness of knowledge transfer activities.

7.6 Disaster Recovery

The Contractor shall develop a plan for disaster recovery specific to the UC Solution and related UC support systems, including help desk services, which provides detailed actions to be taken in the event of a natural disaster (e.g. hurricane, fire, water damage, etc.) or a disaster resulting from negligence, sabotage, mob action, etc.

The disaster recovery plan shall, at a minimum, include:

1. Documentation of approved backup arrangements.
2. Formal agreement of all parties.
3. The prioritization of systems and modules.
4. Arrangements for use of a backup facility.
5. Periodic testing of the backup procedures/facility.
6. A test plan for the disaster recovery process.
7. Meet Florida's statutory and regulatory requirements for agency disaster recovery plans.

The Contractor shall participate in the testing of the disaster recovery process with the Agency as documented in the disaster recovery plan prior to operational use of the UC solution, provided that such participation is dependent on the completion of the Agency Disaster Recovery Responsibilities.

7.6.1 Contractor Disaster Recovery Responsibilities

1. Prepare disaster recovery plan.
2. Revise disaster recovery plan as a result of the review and approval process.

7.6.2 Agency Disaster Recovery Responsibilities

1. Review and approve disaster recovery deliverables.
2. Provide the Contractor with existing disaster recovery plan for the Agency's data center prior to the commencement of the disaster recovery planning activities.
3. Plan, procure and install disaster recovery site and the hardware/software including application specific software.
4. Lead the testing of the disaster recovery process.

7.7 Disaster Preparedness Plan

The Contractor shall, within thirty (30) calendar days of the Effective Date, submit to the Project Director a disaster preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the Contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Agency agrees to respond in writing within thirty (30) calendar days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Agency may exercise oversight authority over the Contractor in order to assure implementation of agreed emergency relief provisions.

7.8 Staffing Requirements

The Contractor's Project staff shall include the Key Personnel identified below, whom the Agency considers to be essential to this Project. Before substituting other employees for these Key Personnel (other than for illness, serious personal circumstances or separation from service), the Contractor shall notify and obtain written approval from the Agency of the proposed substitution as soon as possible, but no less than five (5) Business Days before the proposed substitution. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the Project. The Agency, at its reasonable discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned Key Personnel. In addition, the Agency reserves the right to reject any proposed team members throughout the duration of the Project.

1. David Minkinen, Project Executive
2. Bob Daub, Project Manager

3. David Bliss, Implementation Manager
4. Siva Sambasivam, Technical Lead
5. Karthik Sadasivam, Application Architect
6. Ragu Adinarayanan, Claims and Benefits Lead
7. Partha Mukhopadhyay, Quality/Testing Lead

All Contractor Project activities will be performed in Tallahassee, Florida. The Agency will provide the Contractor office space, desktop computers, printer access, office supplies, telephone service, secretarial, and clerical support.

7.8.1 Background Investigations

All Contractor personnel assigned to this Project shall have a background-screening that is equivalent to a Level Two (2) screening standard specified in Section 435.04, F.S., and AWI Policy 1.08. AWI's policies can be viewed at the following link:

http://www.floridajobs.org/policies/Director/Policy%201.08%20Special_Trust_Positions.pdf

The Contractor will cooperate with AWI in obtaining the Level Two background screenings. The Contractor is responsible for the cost of obtaining the screenings. The results of the screenings shall be provided to AWI's Contract Manager and shall be used, in part, in approving Project team members. AWI reserves the right to make final determinations on all Contractor personnel assigned to this Project.

The Agency may disclose the results of such screenings only to State employees with a need to know (e.g., auditors, investigators, etc.) and shall use the results only for the purpose of evaluating the proposed personnel and not for any other purpose.

7.8.2 Individual Non-Disclosure and Confidentiality Confirmation

All Contractor personnel assigned to this Project shall sign an Individual Non-Disclosure and Confidentiality Confirmation form.

8 DDI PERFORMANCE PERIOD

This section describes in greater detail the phases of the DDI Performance Period identified in Section 6 of this SOW: plan; define; design; develop; user acceptance test and implementation. Section 9 of this SOW describes in greater detail the Warranty Performance Period, and Section 10 of this SOW describes in greater detail the Operations Performance Period (Optional).

8.1 Planning Phase

The Contractor shall provide input to the PMP as part of the methodology and approach to the Project. The plans shall follow industry standard best practices for Project management detailing, at a minimum, the methodology and approach to the Project.

The Contractor shall conduct a Project kickoff meeting, during the Project Planning Phase, in coordination with the Agency. All of the Contractor's key staff shall attend. The Contractor shall present an overview of the Project approach including the Project schedule, plans for submitting deliverables, plans for facilitating the Agency's review and approval of deliverables, plans for requirements validation activities and other areas of coordination between the Contractor and the Agency.

The Agency's Project team and the Contractor's management team will work together during Project planning to develop and refine the PMP based on the Project approach and schedule. The Agency is responsible for preparing the work site for occupation by the Project team. The Contractor is responsible for installation of all work site hardware and software. In the first month of the Project, the Contractor shall become familiar with existing documentation from previous phases.

All subcomponent plans, identified in Section 7.1.1 above, will be delivered during the planning phase and incorporated into the current PMP and baselined accordingly. Subcomponent plans will be clarified, revised, expanded, and maintained throughout the Project and submitted to the Agency for review during Phase Gate reviews and other contractually specified review points.

The Parties acknowledge that the high-level schedule in Section 6 of this Scope of Work may not be consistent with the schedule phases and timeframes outlined in section 443.1113(4), F.S. However, the Parties are in good faith relying on expectations that the statute will be amended during the 2011 legislative session, which will take place during the planning phase. The Parties agree to take all necessary and proper steps within their respective areas of authority to effect a change to the statute. The Parties acknowledge that any outcomes of the planning phase, including the baseline schedule in the Project Management Plan, must be consistent with the then-existing law. If consistency is not practicable, then the Parties may negotiate a change to the Contract or the Agency may elect to terminate it for convenience.

The following sections define the responsibilities of the Contractor and the Agency.

8.1.1 Contractor Project Initiation and Planning Responsibilities

1. Facilitate the Project kickoff meeting.
2. Designate staff members to serve as part of the planning process.
3. Work with Agency staff to establish the necessary technical environments.
4. Prepare the planning deliverables.
5. Revise deliverables as a result of the review and approval process.
6. Establish uFACTS Solution Framework off-site environment for Project requirements validation and design activities up until the Project environment is established at PDC.
7. The following deliverables will be completed by the Kick-off Plans Interim Gate:
 - a. Updated Project Charter
 - b. Project Integrated Master Schedule
 - c. Phase Gate Review and Acceptance Process

- d. Phase Gate Approval Criteria
 - e. Deliverable Expectation Documents
 - f. Phase Gate Management Plan
 - g. Procurement Management Plan
 - h. Budget Management Plan
 - i. Scope Management Plan
 - j. Disaster Preparedness Plan
8. The following plans will be completed by the Planning Phase Gate:
- a. Communication Management Plan
 - b. Document Management Plan
 - c. Schedule Management Plan
 - d. Quality Management Plan
 - e. Issue Management Plan
 - f. Organization Breakdown Structure (OBS)
 - g. Risk Management Plan
 - h. Resource Management and Staffing Plan
 - i. Configuration Management Plan
 - j. Knowledge Management Plan
 - k. Information Security Plan
 - l. Conflict Resolution Plan

8.1.2 Agency Project Initiation and Planning Responsibilities

- 1. Participate in Project planning activities and identify responsibilities of Agency staff.
- 2. Participate in plan development by providing technical information and guidance.
- 3. Review and approve all planning deliverables.
- 4. Supply hardware, software, and infrastructure for which Agency is responsible.

8.2 Define Phase

Final user interface and specific functional requirements for the UC Solution will be derived from the practical application of applicable State and federal statutes, rules, regulations, and grant requirements that exist as of the Effective Date. If there are changes during the course of the Project, the Agency will work with the Contractor to identify the impact of each change and utilize the change management process as part of the PMP as applicable.

The Contractor shall validate and refine the requirements provided in the Requirements Definition Document to generate specific, low level requirements. The Contractor shall generate lower level requirements by JAD sessions or other Agency-approved requirement generation methodology proposed by the Contractor. The Contractor's methodology shall facilitate and encourage the participation of all Stakeholders.

The Contractor shall generate a software requirements specification to document the requirements and a requirements traceability matrix to record the relationship between requirements and the developed system.

The Contractor's formal methodology will be used to validate and clarify requirements as needed and maintain the requirements. The Contractor shall also document any new requirements identified throughout the Project. The disposition of new requirements shall be handled through a change control process. The methodology shall clearly indicate the process that will be followed during the requirements validation sessions. The Contractor shall do the initial prep work necessary to conduct the requirements validation sessions. The requirements validation sessions shall have a clearly defined agenda. The Contractor shall specifically evaluate the completeness of the requirements to ensure that all requirements are captured.

Traceability shall be maintained for all requirements. The Contractor shall verify requirements with the Agency and Stakeholders to ensure requirements are correct, understandable, and testable.

The Contractor shall provide an industry standard requirements management tool which the Contractor will use to manage the requirements. The tool shall be subject to Agency approval and shall provide import/integration of

standard tools such as Microsoft Excel, which is web enabled and provides export/reporting features. The provided tool should be able to withstand any necessary compliance audits that may be requested. The tool shall include the ability to create a robust requirements traceability matrix. The Contractor shall provide the Agency with five (5) licenses for the tool for Agency users.

The Contractor shall maintain a database of all reported problems, document the problems in the issues log, and document the successful resolution of all reported problems. The Contractor shall provide the Agency with direct access to the issues log.

8.2.1 Contractor Define Phase Responsibilities

1. Provide a defined methodology to validate and maintain requirements including the process of how requirement validation sessions will be conducted.
2. Provide schedule of requirement validation sessions.
3. Ensure that the Contractor's functional and technical experts are on-site during the requirement validation sessions to address and answer any questions.
4. Provide agenda for each requirement validation session at least two (2) Business Days in advance to the participants.
5. Conduct and document requirement validation sessions.
6. Manage time efficiently during the requirements validation session to ensure efficient use of the participant's time.
7. Provide status update for each requirements validation session, including but not limited to: issues addressed, decisions made, and business rules linked to the requirements, workflows, forms, etc. to the Agency's Project Director during the weekly status meeting conducted one week following the conclusion of requirements validation session.
8. Gain the necessary understanding of the Agency's processes, requirements, and data.
9. Describe the business processes that will exist as a result of the UC Solution implementation.
10. Identify any gaps between current and future processes.
11. Analyze and refine the database design.
12. Validate needs through prototyping of functionality, navigation, and workflow.
13. Prepare the requirements validation deliverable.
14. Revise deliverables as a result of the review and approval process.
15. Document issues and decisions in the requirements sessions.

8.2.2 Agency Define Phase Responsibilities

1. Review and approve requirements validation schedule or return to the Contractor with instructions regarding revisions within ten (10) Business Days of receipt.
2. Review and approve all requirements validation deliverables.
3. Provide the Contractor with comments and revisions to draft system requirements specification within fifteen (15) Business Days of initial receipt. The Agency reserves the right to extend the review period based on mutual agreement with the Contractor. The initial review period of fifteen (15) Business Days for the software requirements specification deliverable is an exception to the rest of the deliverables in this Project. As such, the Contractor may require up to ten (10) Business Days of revision time depending upon comments from the Agency. All other subsequent reviews, if applicable, will not deviate from the review guidelines in Section 11.2.2 of this SOW.
4. Provide subject matter experts to clarify the Agency's business processes.
5. Provide policy, regulation, forms, and procedural reference material and interpretations as needed.
6. Provide leadership in coordinating efforts with AWI UC Stakeholders for requirements validation.

7. Provide interpretation of legislative statutes and existing policies and procedures.

8.3 Design Phase - Functional

The Contractor shall generate a conceptual system design and provide design documentation for the UC Solution. This documentation shall include, but not be limited to, data and process models and shall include both a graphic and narrative component for each form, report, interface, conversion, and enhancement. All business rules and workflows shall be documented in detail. The Contractor shall develop a prototype to depict the UC Solution functionality including all screens which will be available in the final UC Solution. At the completion of the UC Solution development, the Contractor shall ensure that the functional system design is updated to represent the complete "as built" UC Solution.

The following sections define the responsibilities of the Contractor and the Agency.

8.3.1 Contractor Functional System Design Responsibilities

1. Prepare the functional system design deliverables.
2. Validate needs through prototyping of forms/screens, menu navigation, and business functions.
3. Conduct a walk-through of the functional system design.
4. Revise deliverables and functional system design as a result of the review and approval process.

8.3.2 Agency Functional System Design Responsibilities

1. Review and approve the functional system design.
2. Provide policies, regulations, laws, forms, and procedural reference material and interpretations of such material as needed.

8.4 Design Phase - Technical

The Contractor shall use software languages and tools for which resources are widely available in the market. Contractor shall reduce data redundancy within the UC Solution database to the lowest level possible without jeopardizing system performance.

The Contractor shall generate a technical system design and update the requirements traceability matrix to reflect the relationship between requirements and design elements. The Contractor shall conduct informal reviews of the design as it is developed and provide the Agency with access to informal review information and documentation.

After the initial approval of the technical system design or updated requirements traceability matrix, or any portion thereof, the Contractor shall report all issues with the approved design. The Contractor shall maintain a database of all reported issues, document the issues in the issues log, and document the successful resolution of all reported issues. The Contractor shall provide the Agency with direct access to the issues log.

The following sections define the responsibilities of the Contractor and the Agency.

8.4.1 Contractor Technical Design Responsibilities:

1. Prepare the technical system design deliverables.
2. Create and refine the database design.
3. Document technical system design issues and decisions in the deliverables.
4. Conduct a walk-through of the deliverables.
5. Revise deliverables as a result of the review and approval process.

8.4.2 Agency Technical Design Responsibilities:

1. Review and approve the technical system design deliverables.
2. Provide policy, regulation, forms, and procedural reference material and interpretations as needed.

8.5 Design Phase - Business Process Updates

The Contractor and the Agency shall work together with Stakeholders to revise and update the provided reengineered, future state Agency business processes to reflect the approved system design and shall document and rollout the new business processes to the Agency. The updated future state business processes shall be designed to enable the Stakeholders to effectively employ the UC Solution to realize the benefits of system implementation. All in scope business processes shall be documented in a final to-be process models document.

The following sections define the responsibilities of the Contractor and the Agency.

8.5.1 Contractor Business Process Reengineering Responsibilities

1. Provide input to the Agency on the future state business processes.

8.5.2 Agency Business Process Reengineering Responsibilities

1. Update provided future state Agency business processes to reflect the UC Solution as designed.
2. Create business process deliverables.
3. Revise deliverables as a result of the review and approval process.
4. Rollout the reengineered business processes to the Agency.
5. Review and approve business process deliverables.
6. Participate in business process update and revision activities.
7. Provide interpretation of applicable statutes, rules, Agency policy, and guidance documents to the Contractor.
8. Develop and implement any policy changes required to support new business processes.

8.6 Design Phase - Interface Definition

The Contractor shall define and document all interfaces as identified in Requirements Definition Document. Each interface shall be described in detail, specifying purpose, format, content, frequency, and processing for each interface transaction. The Contractor shall provide at least one interface definition document per identified interface.

The Contractor shall use existing external interfaces where they already provide the information needed by the UC Solution. For interfaces that do not provide the information needed by the UC Solution, concurrence on the interface description shall be required from the entity that controls the interfacing system. The Contractor shall coordinate approval from the entity in these instances. The Contractor shall coordinate with the Agency when interface changes and approval is needed.

The Contractor shall support all meetings on the interface, prepare meeting minutes, and track interface coordination status in the status meetings. The Contractor shall generate a software requirements specification that documents all the UC Solution interfaces to other systems, including unchanged existing interfaces, changed existing interfaces, and new interfaces. The Contractor shall update the requirements traceability matrix to include interface requirements.

After the initial approval of the software requirements specification and updated requirements, or any portions thereof, the Contractor shall report all problems with approved interface definition. The Contractor shall maintain a database of all reported problems, document the problems in the issues log and document the successful resolution of all reported problems. The Contractor shall provide the Agency with direct access to the issues log.

The following sections define the responsibilities of the Contractor and the Agency.

8.6.1 Contractor Interface Definition Responsibilities

1. Provide documentation on interfaces specifying purpose, format, content, frequency and processing for each interface transaction.

2. Provide status update regarding each interface session, including issues addressed and decisions made, to the Agency's Project Director during the weekly status meeting conducted one week following the conclusion of requirements validation session.
3. Prepare the interface deliverables.
4. Revise deliverables as a result of the review and approval process.

8.6.2 Agency Interface Definition Responsibilities

1. Work with the Contractor to develop the prioritized scope of interfaces to be developed.
2. Assist the Contractor in facilitation of activities with external agencies.
3. Provide a memorandum of understanding with each State agency prior to development of the interface.
4. Review and approve interface deliverables.
5. Provide subject matter experts to clarify interface issues.
6. Provide policy, regulation, forms, and procedural reference material and interpretations as needed.
7. Provide leadership in coordinating efforts with AWI UC Stakeholders for interface development.

8.7 Develop Phase - Code and Unit Test

The Contractor shall develop the software and perform unit testing. The Contractor shall maintain code review and unit testing results for quality assurance reviews by the Agency. Unit testing shall be done on each unit of code to ensure that it functions as specified. The change management process as part of the PMP shall be used to address requested changes in design and implementation. Design, development, and testing staff shall initiate change requests when encountering inconsistencies or opportunities for refinement in the application.

The Contractor shall develop and document development and testing guidelines. These guidelines shall be approved by the Agency before any coding or development can begin. For non-COTS software provided by the Contractor as part of the UC Solution, the Contractor shall provide a tested release of the application consisting of software code and release notes as planned in the Project schedule. The Contractor shall update and resubmit the software code whenever changes to the operational software are implemented.

The Contractor shall maintain a database of all reported system investigation requests (SIR), document the SIRs in the Defect tracking and reporting system, analyze and classify the SIRs, and document the successful resolution of all reported SIRs. The Contractor shall provide the Agency with direct access to the Defect tracking and reporting system. Once implemented the Defect tracking and reporting system will be used and maintained throughout the duration of the Contract.

The following sections define the responsibilities of the Contractor and the Agency.

8.7.1 Contractor Code and Unit Testing Responsibilities

1. Implement a Defect tracking and reporting system.
2. Document, analyze and classify SIRs.
3. Create new or modified objects.
4. Code new or modified programs.
5. Create unit test cases, test data and test environment.
6. Design and perform unit testing.
7. Report unit test results.
8. Prepare code and unit test deliverables.
9. Revise deliverables as a result of the review and approval process.

8.7.2 Agency Code and Unit Testing Responsibilities

1. Review system objects for conformance with software development and documentation standards.
2. Provide clarification of requirements and design option decisions.
3. Review and approve the code and unit test deliverables.
4. Coordination of the following activities which may be required of external Stakeholders which control the systems that interface with the UC Solution:
 - a. Create new or modified objects.
 - b. Code new or modified programs, reports and extracts.
 - c. Create unit test cases, test data and test environment.
 - d. Design and perform unit testing.
 - e. Report unit test results.
 - f. Prepare code and unit test deliverables.
 - g. Revise deliverables as a result of the review and approval process.

8.7.3 Develop Phase - Reports Development

The Contractor shall develop the reports as identified in the Requirements Definition Document. Each report shall be described in detail, specifying purpose, format, content, and frequency.

The following sections define the responsibilities of the Contractor and the Agency.

8.7.3.1 CONTRACTOR REPORTS DEVELOPMENT RESPONSIBILITIES

1. Provide documentation on the reports specifying purpose, format, content, and frequency.
2. Design, develop, and test the reports.

8.7.3.2 AGENCY REPORTS DEVELOPMENT RESPONSIBILITIES

1. Work with the Contractor to validate the reports identified in the Requirements Definition Document.
2. Review and approve reporting deliverables.
3. Provide subject matter experts to clarify the reports.
4. Provide existing reports as needed for clarification.

8.7.4 Develop Phase - Forms and Correspondence Development

The Contractor shall develop forms and correspondence electronically as identified in the Requirements Definition Document. Each form and correspondence shall be developed using a template that can be easily modified. Each form and correspondence shall be documented specifying its purpose, format, content, frequency, and when it will be generated without user intervention. Each form and correspondence shall be made available electronically and in hard copy.

The following sections define the responsibilities of the Contractor and the Agency.

8.7.4.1 CONTRACTOR FORMS AND CORRESPONDENCE DEVELOPMENT RESPONSIBILITIES

1. Provide documentation on the forms and correspondence specifying purpose, format, content, and frequency.
2. Design, develop, and test the forms and correspondence.

8.7.4.2 AGENCY FORMS AND CORRESPONDENCE DEVELOPMENT RESPONSIBILITIES

Work with the Contractor to design and develop the forms and correspondence.

1. Review and approve forms and correspondence deliverables.
2. Provide subject matter experts to write content for the forms and correspondence.

3. Provide existing forms and correspondence as needed for clarification.

8.8 Develop Phase - System Integration Test

The Contractor shall test the UC Solution in accordance with established software development practices to include:

1. Integration testing to confirm that assembled units, modules, and COTS application modules operate effectively together and to ensure that functional objectives are being achieved;
2. Interface testing to exercise every interface and confirm that each interface operates according to the interface technical design specifications including interfaces to COTS packages;
3. System testing to exercise the assembled system and confirm that it operates as expected including all system security and user profiles;
4. Stress testing to exercise the UC Solution to the limits of its requirements and beyond those limits to confirm graceful failure including COTS packages;
5. Performance testing to confirm satisfaction of performance requirements in a simulated test environment;
6. Usability testing to evaluate the man-machine interface and the web browser interface; and
7. Regression testing to verify core application functionality for all software builds.

The Contractor shall track status of test planning and test conduct and report on this status in status meetings and status reports. The Contractor shall provide to the Agency test plans and test results for each of the above tests. The Agency reserves the right to participate in any testing activity.

The following sections define the responsibilities of the Contractor and the Agency.

8.8.1 Contractor System Integration Testing Responsibilities

1. Create all required system integration testing deliverables.
2. Update the requirements traceability matrix to reflect the relationship between requirements and planned tests.
3. Establish the test environments.
4. Install and configure the UC Solution to the production version of all underlying software, tools, and databases as agreed by the Contractor and Agency during the design phase of the Project or in a subsequent phase through the change control process.
5. Create test data and test files needed for initial testing as well as for re-testing (if any).
6. Conduct integration and system tests. Each module shall be tested when it is completed. The compatibility of all modules for the entire system shall be tested when all modules have been completed.
7. Conduct interface testing.
8. Conduct stress and performance testing.
9. Conduct usability testing.
10. Correct problems, repeating integration, system, stress and performance testing until expected results are obtained.
11. For each set of tests performed, provide documentation for all test results.

8.8.2 Agency System Integration Testing Responsibilities

1. Review and approve the system integration testing deliverables.
2. Review and approve the Contractor's integration test result documentation.
3. Review and approve the Contractor's interface test result documentation.

4. Review and approve the Contractor's system test result documentation.
5. Review and approve the Contractor's stress test result documentation.
6. Review and approve the Contractor's performance test result documentation.
7. Review and approve the Contractor's usability test result documentation.
8. Participate in all System Integration testing activities when testing interfaces with existing systems that are not maintained by the Contractor:
 - a. Coordinate the establishment of the test environments in the existing systems.
 - b. Coordinate the creation of test data and test files needed for initial testing as well as for re-testing (if any).
 - c. Coordinate the integration and system tests. Each module shall be tested when it is completed. The compatibility of all modules for the entire system shall be tested when all modules have been completed.
 - d. Coordinate the correction of problems, repeating integration, system, stress and performance testing until expected results are obtained.
 - e. Coordinate stress and performance testing.
 - f. For clarification purposes, the completion of the tasks in (a)-(e) above shall, as between the Parties, be solely the responsibility of the Agency, and Contractor's services will depend upon such completion.

8.9 User Acceptance Test (UAT) Phase

The Contractor shall plan, support, and report on acceptance testing to demonstrate that all requirements are met. The Agency may identify additional tests, upon mutual agreement with the Contractor, during review of acceptance test planning and testing to ensure that the acceptance tests are robust and complete.

The Contractor shall develop test cases, test scripts, test data and test files for all test cases including any added by the Agency upon mutual agreement.

The Contractor shall confirm that acceptance tests have been planned for all requirements by tracing the requirements to the planned acceptance tests and their associated test cases and test scripts.

Acceptance testing shall be conducted in a test environment that duplicates the operational environment to the greatest extent possible. A team composed of various AWI UC Stakeholders will perform the acceptance test together with help, participation and support of the Contractor's personnel.

Stress and performance testing shall be conducted as part of the acceptance testing in the acceptance test environment.

The acceptance testing shall verify the following:

1. Adherence to all requirements and design documentation;
2. Documentation of any Defects existing in the software;
3. Full installation of the application software;
4. Conversion of legacy data;
5. Completeness and accuracy of system documentation;
6. Response time and overall system performance;
7. System hardware, software, and telecommunications performance;
8. System, data, and application security; and
9. Accuracy/performance of system interfaces.

The Contractor shall not consider any acceptance test case complete until the Agency representatives of the joint test team concur. The Contractor shall record and track all issues identified during acceptance. The Contractor shall troubleshoot all test result anomalies to determine the source of the problem. If necessary, the Contractor shall update test plan, test cases, and test scripts, and shall modify and re-test the UC Solution. Following any software change or test script change made during the acceptance testing period, the Contractor shall perform a regression analysis of tests already executed to determine which test results may have been affected by the change and need to be re-executed.

The Contractor shall base test data on actual data provided by the Agency, but the Contractor shall cleanse all test data to remove all confidential information such as actual name, address, SSN, and FEID.

The Contractor shall generate and maintain all required test documentation. During acceptance test planning, the Contractor shall update the requirements matrix to reflect the relationship between requirements and planned acceptance tests.

The following sections define the responsibilities of the Contractor and the Agency.

8.9.1 Contractor UAT Responsibilities

1. Develop all UAT deliverables.
2. Establish the application in the UAT environment.
3. Install and configure the UC Solution to the production version of all underlying software, tools, and databases as agreed by the Contractor and Agency during the design phase of the Project or in a subsequent phase through the change control process.
4. Supply training needed for UAT.
5. Create UAT data and files needed for initial testing as well as for re-testing (if any).
6. Generate UAT plan, test scenarios, and test result logs.
7. Update requirements traceability matrix to reflect the relationship between requirements and planned user acceptance tests.
8. Provide support during UAT.
9. Document and correct issues.
10. Develop UAT analysis reports.

8.9.2 Agency UAT Responsibilities

1. Review and approve UAT plan.
2. Arrange for UAT staff availability.
3. Execute UAT plan.
4. Provide support during UAT.
5. Review and approve documentation and correction of issues.
6. Review and approve UAT analysis reports.
7. Review and approve UAT deliverables.

8.10 Implementation Phase - Data Conversion

The Contractor shall plan, coordinate, execute and monitor all data conversion activities.

The Contractor shall be responsible for developing a functional and technical design for the conversion software; designing and developing the overall conversion plan, including the manual conversion; developing and testing the conversion software, coordinating all conversion activities, developing the control processes to manage any manual conversion efforts, and supporting the Agency's manual conversion as necessary.

The Contractor shall work closely with the Agency to formulate data conversion algorithms and develop a detailed data conversion plan to convert the existing electronically stored data.

The Contractor shall develop the software and/or use software to extract data from all existing systems, ancillary databases and Excel spreadsheets and transfer it into the UC Solution.

The Contractor shall be responsible for identifying data discrepancies during data conversion process based on the criteria supplied by the Agency. This activity may result in cleansing activities by either the Contractor or the Agency based on whether the cleansing involves manual correction to the data in the source system or systematic correction in the conversion process based on the additional criteria provided by the Agency. The Agency is responsible for manual changes to the data in the source system. When possible, the Contractor shall include the additional criteria provided by the Agency to cleanse the data during the systematic conversion process. Data cleansing includes improving the accuracy, quality, and integrity of the data to be converted and migrated to the new system. Data stored in the current systems is known to have some inaccuracies, duplication, and gaps. The Contractor shall produce reports to identify records that are probable duplicates based on criteria supplied by the Agency.

Converted data shall be made available for unit tests, integration tests, system tests, performance tests, and acceptance tests.

The data conversion software and procedures shall be designed to be used during the implementation before any location or user group goes online with the UC Solution.

Agency verification and approval of mock production data conversion is required at least sixty (60) calendar days prior to production go-live.

The following sections define the responsibilities of the Contractor and the Agency.

8.10.1 Contractor Data Conversion Responsibilities

1. Develop a comprehensive data conversion plan.
2. Develop data conversion specification documents for users and support staff.
3. Develop data conversion schedule.
4. Develop data conversion routines.
5. Conduct full mock data conversion.
6. Produce reports of likely duplicate records.
7. Develop and run legacy system downloads to feed to the data conversion routines.
8. Develop and test the data conversion routines.
9. Develop and test automated data cleanup routines, if possible, based on criteria provided by the Agency.
10. Run data conversion software for unit test, integration test, system test, performance test, stress test, and acceptance test.
11. Test data conversion software in accordance with the implementation and roll out strategy.
12. Run data conversion software in accordance with the implementation and roll out strategy, converting all data to the production system.
13. Determine with the Agency and UC staff assistance the legacy system source data fields and the UC Solution target data fields for all legacy system data elements.
14. Develop data mapping relationships from legacy system to the UC Solution.
15. Identify missing data (i.e., data needed by the UC Solution but unavailable from existing systems).
16. Recommend procedures for handling missing data, data exceptions, and default values.
17. Recommend the method for combining duplicate records into one record.

18. Develop data conversion migration test reports.

8.10.2 Agency Data Conversion Responsibilities

1. Review and approve data conversion plan including data mapping relationships.
2. Provide support to enable the Contractor's staff to write and execute data extract programs for legacy systems.
3. Approve procedures for handling missing data, data exceptions, and default values.
4. Approve the conditions when two or more records are to be combined as one record.
5. Approve the method to combine multiple records into one record.
6. Approve the method to divide a record into multiple records.
7. Determine the level of manual effort and provide the staff needed.
8. Verify correctness of data conversion routines.
9. Perform manual data cleanup (if any).
10. Perform manual data entry (if any).
11. Assist with manual entity merges (if any).
12. Review and approve data conversion design deliverables.
13. Approve the data conversion process as complete.
14. Complete review of data conversion test results.
15. Complete review of mock data conversion results.

8.11 Implementation Phase - Training

The Contractor shall present a method to train Agency trainers who will be responsible for training a large user population. The Contractor shall provide a training plan that will provide AWI trainers with sufficient tools and knowledge to provide training to the UC Solution users. The training provided to the AWI trainers shall prepare them to effectively train UC Solution users in the knowledge and skills necessary to effectively employ the new UC Solution application and supporting technology. The Contractor shall provide all training documentation required for successfully training the UC Solution users.

The UC Solution training shall be:

1. Provided for all Agency trainers.
2. Described in a detailed training plan that is submitted to the Agency for review and approval.
3. Delivered in time to meet the implementation schedule.
4. Based on an assessment of end user needs based on their Agency process role.
5. Targeted to the business or support process for the appropriate level of staff within the process. The training will include training on the functionality in sufficient detail so staff will know how to perform their assigned duties within the UC Solution environment.
6. Described in a curriculum framework that covers planned training for all training that Agency trainers will provide to targeted groups, including external users.
7. Developed using training methods appropriate to the course content and based on functional roles.
8. Developed and delivered using an industry standard instructional methodology (e.g., instructor led training and computer-based training).
9. Delivered using step-by-step user and system instructions that include data field options and status updates.
10. Developed and delivered using sound adult learning principles.

11. Delivered in a simulated production-like training environment that permits practicing new skills.
12. Delivered to effectively sized groups of participants for hands-on computer training.
13. Delivered immediately before trainers need the skill (just-in-time training).
14. Repetitive, and, where possible, draw upon existing capability and skills of end users.
15. Updated with lessons learned, fixes and enhancements from previous training session.
16. Integrated with the on-line help functionality in the UC Solution.
17. Aimed at skill acquisition and helping end users become self-sufficient in the use of the new UC Solution application software.
18. Delivered by trainers/instructors with proven technical, AWI UC process, and training skills.
19. Delivered at locations throughout the State of Florida as specified in the training plan.
20. Inclusive of training materials and training/job aids for on-going end user reference and support.
21. Available for "refresher" training in prerequisite class information or other required knowledge, when necessary.
22. Developed to build upon the material in prerequisite classes.
23. Developed with a plan for continuing education and software application updates.
24. Delivered consistently from one training session to another.
25. Evaluated for effectiveness and continuous improvement with testing of students (on a pass/fail basis) to confirm that all training topics are mastered.
26. For each student that fails to master one or more training topics, the training re-directs the student to repeat the needed topics until mastery is demonstrated.
27. Tests and course evaluations shall be administered at the end of each course. Course evaluation scores and test scores will be stored with the employee's training record.
28. Provide for a method by which the Contractor supplies the course-related information that will be maintained in the employee's UC Solution training record.
29. Scheduled with the time and location for each trainee with enough advance notice to allow supervisors to request schedule changes.
30. Training for the trainers shall be delivered in accordance with a training schedule provided to the Agency by the Contractor. The Contractor shall track attendance and class completion and provide status information to the Agency. If any classes shall be rescheduled, the Contractor shall attempt to reschedule staff when needed, and provide reports to the Agency.
31. Developed for external users to access and learn the UC Solution functions available to the general public.

8.11.1 Training Environment

1. The Contractor shall create a training environment and database for training that contains a sufficient variety of data and allows students to explore all parts of the UC Solution through hands-on exercises.
2. Any necessary hardware or software required for the training environment shall be provided by the Contractor.
3. The training data shall be based on a variety of stages in the business process life cycle to provide realism and shall not include actual data to protect confidentiality.
4. All training courses shall be designed to use a fresh copy of the training database for examples and exercises.
5. A mechanism is needed to allow each trainee to have a copy of the same record to work with for exercises.

6. There shall be a method to simulate data flow to and from other systems when needed to demonstrate a function during training (e.g., to simulate interfaces without disturbing production).
7. The Contractor shall refresh the training database to match the needs of the training schedule. If the schedule cannot suit all classes, the Contractor shall set up multiple copies of the training database and an easy method to access the proper copy or an easy method for allowing trainers to conduct a refresh of training data without requiring technical assistance.

The following sections define the responsibilities of the Contractor and the Agency.

8.11.2 Contractor Training Responsibilities

1. Develop all training deliverables.
2. The Contractor will facilitate knowledge transfer to Agency Stakeholders and all other Project team members concerning all aspects of the functionality, use, and reporting capability of the UC Solution, as well as the Contractor's approach to planning, analysis, design, construction, configuration, and implementation of the UC Solution application software.
3. The Contractor shall incorporate a mechanism to evaluate the effectiveness of the training program. The evaluation method shall be based on an industry standard assessment. If this evaluation indicates that the training program is inadequate, the Contractor shall revise the training program and training materials to improve the training.
4. The Contractor will be responsible for training Agency trainers on all training materials and each of the training programs. The Contractor will develop training materials and programs for the following user groups:
 - a. Functional end-users – This target group involves supervisors, specialists, and support staff.
 - i. The Contractor shall develop and deliver all core module training, appropriate refresher training, and relevant updates on the UC Solution application software.
 - ii. The Contractor shall test training participants to ensure that expected proficiency levels are achieved.
 - b. Super users – This target audience includes functional and technical analysts, trainers, key Agency staff, and other staff as identified by the Agency.
 - c. Customer service / help desk / user support specialists - The Contractor will develop and implement a customer service, help desk and user support specialist training program that ensures designated staff members are capable of providing effective help desk and user support services. The training for help desk/user support staff members shall cover all core module training plus the following knowledge and skill areas:
 - Customer Service / user support / help desk management
 - Customer relations
 - Face-to-face and remote diagnosis and troubleshooting techniques
 - Knowledge of the UC Solution application architecture
 - Application security and access controls
 - Software maintenance
 - Reporting and ad hoc querying
 - d. Technical Support – The Contractor will develop a training program for technical support. The training shall cover all core module training plus the following knowledge and skill areas:
 - Knowledge of the UC Solution application architecture
 - The UC Solution web services

- Application security and access controls
- Software maintenance
- Printing

8.11.3 Agency Training Responsibilities

1. Provide trainers who will be trained by the Contractor and will provide training to end users of the UC Solution.
2. Develop and deliver training related to operational procedures and policy changes as a result of the UC Solution implementation. The delivery mechanism for this training may be instructor led, and the Contractor will be expected to provide resources with skill and knowledge in the Unemployment Compensation program and the UC Solution functionality to participate during the Agency's procedure training to answer any questions related to the functionality of the UC Solution.
3. Work closely with the Contractor regarding planning, monitoring, and delivery of training.
4. Assign a training team leader from the Agency's Project team.
5. Monitor all training provided by the Contractor.
6. Review evaluation forms and provide feedback on training design and delivery throughout the implementation training period.
7. Provide training facilities, as required.
8. The Agency is responsible for scheduling the training class dates, reserving classrooms, providing in-class liaison staff, scheduling attendees, and providing logistical support.
9. Agency training participants have a prerequisite understanding of Agency business rules underlying the UC Solution.
10. Agency training participants have a basic knowledge of Microsoft Windows based PCs and operating system functions before attending system functionality training.

8.11.4 Implementation Phase - User Documentation

The Contractor shall develop user and technical documentation and shall update the requirements matrix to reflect that the user manual has completely addressed all the UC Solution functionality, as recorded in the requirements. The Contractor shall develop context sensitive online help for all functionality in the UC Solution. The manuals shall be consistent with the context sensitive online help information. The manuals shall be available to users online.

The following sections define the responsibilities of the Contractor and the Agency.

8.11.4.1 CONTRACTOR USER DOCUMENTATION RESPONSIBILITIES

1. Develop user documentation deliverables.
2. Revise deliverables based on the results of the review and approval process.

8.11.4.2 AGENCY USER DOCUMENTATION RESPONSIBILITIES

1. Review and approve deliverables.

8.11.5 Implementation Phase - Installation and Implementation

The Contractor shall provide a hardware and software purchase list of all new hardware and software that shall be purchased to implement the UC Solution. The hardware list shall include all hardware necessary to fully implement the UC Solution. The software list shall include all software necessary to fully implement the UC Solution including COTS software, operating systems, relational database management systems, and other supporting software. The Contractor shall conduct a server sizing study to determine which servers shall be used and evaluate alternatives for the UC Solution architecture. The Contractor shall clearly identify all the proprietary software and hardware. The Contractor shall provide an explanation of the associated benefits and risks for all proprietary software and hardware being used.

The Agency reserves the right to purchase any of the items on the Bill of Materials from another source instead of acquiring them from the Contractor if it is in the best interest of the Agency.

The Contractor shall be responsible for the installation of all hardware specifically needed for the UC Solution, regardless of whether it is purchased by the Contractor or purchased by the Agency. The Contractor shall install all software on servers and clients. The Contractor shall initialize the entire system including setup of initial user accounts and privileges. For client software installation, the Contractor shall coordinate with the Agency, which will facilitate the schedule for installations.

The PDC will provide the basic facilities required for a Level-3 data center as required by the UC Solution. The Parties acknowledge and understand that the PDC is a primary data center and part of the State data center system governed by Florida law, including but not limited to sections 282.201, 282.203, and 282.205 of the Florida Statutes.

Data Center Requirements: The Contract assumes that all server environments (Development/QA, Training/Performance/UAT and Production) will be located in the PDC, where the AWI intends to house the UC Solution, and that this data center provides the sufficient power, UPS, cooling, floor space, and network infrastructure to meet system requirements. Accordingly, the equipment configuration included by the Contractor does not cover power, UPS, cooling, or network infrastructure such as routers, switches, cabling, and firewalls. PDC or the Agency is responsible for the following services:

- Enterprise routers and firewall with adequate capacity to support additional servers.
- DMZs that can be utilized for the various environments.
- Network devices with adequate redundancy and failover capabilities (e.g., redundant NICs, switches, and routers).
- Adequate fax line capacity that is required for use by the various environments.
- Email infrastructure/servers that can be used for the UC Solution, with adequate capacity to support the State's requirements.
- High speed printing facility.
- Adequate power, HVAC, and UPS to support the servers and other hardware.
- Adequate network capacity to support the UC Solution including the servers, users and backup needs.
- Providing adequate bandwidth for the UC Solution to the Internet and for the various environments, as well as intranet connectivity where necessary.
- Infrastructure security – firewalls, intrusion prevention, intrusion detection and configuration of network infrastructure.
- Network management tools and processes to monitor network performance, security threats, backups, and disaster recovery.
- Backup network capacity.
- Maintaining the digital voice circuits provided by commercial carrier as well as voice circuits and Session Initiation Protocol (SIP) phones on the user desktop.
- Provide appropriate AWI staff/third party staff required to scan and index incoming documents ingested via the imaging software and/or the fax software.
- For the Call Center(s): Acquiring, deploying, and supporting the Local Area Network (LAN) hardware and software infrastructure required to support the SIP based Genesys solution. This includes the digital voice circuits from a commercial telecom provider, Cisco Media Gateway, and Internet Protocol (IP)-based handsets to each desktop included in the deployment. For Voice over Internet Protocol (VoIP),

Quality of Service (QoS) network is assumed in place in each location and between locations to support VoIP traffic for the UC Solution.

The Contractor shall develop an implementation plan that, at a minimum, addresses promotion of the software to the production environment, data conversion and population of the production system, system availability to users, identification of the steps leading up to the rollout, and a strategy to rollback in case of major issues encountered during the rollout. The plan shall include: DBA procedures, installation procedures, a rollback plan and rollout schedule, application installation scripts, go-live acceptance criteria and a final acceptance report for each planned release in the approved Project schedule.

If the plan includes equipment or services provided by a Subcontractor, the Contractor shall be fully responsible (as prime Contractor) for the delivery of the entire system.

The following sections define the responsibilities of the Contractor and the Agency.

8.11.5.1 CONTRACTOR INSTALLATION AND IMPLEMENTATION RESPONSIBILITIES

1. Develop an infrastructure plan based on a validated server sizing study.
2. Complete implementation deliverables.
3. Revise deliverables as a result of the review and approval process.
4. Work with Agency resources for planning and coordination for installation of all hardware and software supporting the UC Solution.
5. Deploy the UC Solution to all locations as required by the infrastructure design.
6. Provide on-site support at each location during the implementation.
7. Conduct all hardware and software installations.

8.11.5.2 AGENCY INSTALLATION AND IMPLEMENTATION RESPONSIBILITIES:

1. Review and approve the installation and implementation deliverables.
2. Assist the Contractor in planning, coordination and execution of hardware and software installations.
3. Provide a physical location where the servers will be installed.
4. Provide infrastructure needed for hosting the UC Solution per the responsibilities outlined in the "Data Center Requirements" portion of this section.

9 WARRANTY PERFORMANCE PERIOD

9.1 Warranty Performance Period

- 9.1.1 For a period of 365 calendar days following acceptance of the Implementation Phase Gate (hereinafter called the "Warranty Period"), the Contractor warrants that the UC Solution shall operate free of Defects (as such term is defined herein). "Defects" shall mean a failure of the UC Solution to conform in all material respects to the applicable requirements specified in the Agency approved requirements specification deliverable.
- 9.1.2 If, within the Warranty Period, the UC Solution fails to comply with the warranty as stated in the preceding subsection, Contractor shall repair any Defects as necessary to bring the UC Solution into compliance with such warranty at no cost to Agency, provided that, for any such failure identified by Agency, Agency notifies Contractor in writing of such failure within the Warranty Period, provides Contractor with reasonably adequate documentation and evidence to reproduce such failure, and, when necessary, demonstrates such failure to Contractor so that the cause of such failure may be traced and corrected. Contractor shall make such warranty repairs within a reasonable period of time following such notification by Agency, or as otherwise agreed between Contractor and Agency, with the reasonableness of the response and correction time being determined based upon the nature and severity of the Defect and the impact the Defect is having on Agency's operations and/or ability to fulfill its duties and obligations. If Contractor fails to correct Defects in the UC Solution reported by Agency during the Warranty Period within a reasonable time and such failure is not due to Agency's failure to fulfill any obligation under this Contract with respect to the UC Solution, Agency shall, at its option, be entitled to (i) receive a refund of all amounts paid by the Agency for the UC Solution or (ii) elect to have the Parties mutually agree upon any additional attempts by Contractor to correct the UC Solution. This subsection sets forth Agency's sole and exclusive remedy, and Contractor's sole and exclusive obligation, with respect to any claim that the UC Solution fails to comply with the warranty set forth in this section.
- 9.1.3 Contractor shall have no obligation under this section to make warranty repairs attributable to Agency's misuse or modification of the UC Solution; Agency's failure to use corrections or enhancements made available by Contractor at no additional cost to Agency; Agency's use of the UC Solution in combination with any product other than one specified by Contractor; the quality or integrity of data from other automated or manual systems with which the UC Solution interfaces; hardware, systems software, telecommunications equipment or software not a part of the UC Solution which is inadequate to allow proper operation of the UC Solution or which is not operating in accordance with the manufacturer's specifications; or operation or utilization of the UC Solution in a manner not contemplated by this Contract.
- 9.1.4 The warranty set forth in this section shall not apply with respect to third party hardware or software. The terms and conditions of the warranty to the Agency with respect to such hardware or software will be provided by the third party vendor of such hardware or software. The Contractor will pass through to the Agency any warranty right it receives from such third parties, and will reasonably cooperate with the Agency in enforcing such rights. The Contractor provides no warranties, express or implied, with regard to third-party hardware or software, and the Contractor shall not be liable under this section for any failure of any third-party hardware or software to function as expected or intended.
- 9.1.5 EXCEPT FOR THE WARRANTY EXPRESSLY STATED IN THIS SECTION, AND IN GENERAL CONDITIONS 36 AND 37 OF THIS CONTRACT, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9.1.6 Any non-warranty work that the Agency requires during this performance period shall be handled through the change order process.

The following sections define the warranty support responsibilities of the Contractor and the Agency.

9.2 Contractor Warranty Support Responsibilities

1. Responsible for maintenance and operations of the UC Solution as specified in Section 12.1 of this SOW for the remainder of this Performance Period.
2. Prepare warranty support deliverables.
3. Revise warranty support deliverables as a result of the review and approval process.
4. Correct Defects to approved designs in the UC Solution including all levels of retesting and making all the corresponding documentation changes.
5. Coordinate with the third party software and hardware providers relative to any problems identified in the hardware or third party software.
6. Test the updated solution and install or update the changes on the UC Solution.
7. Continue to follow the Change Control process as defined for any scope changes.

9.3 Agency Warranty Support Responsibilities

1. Review and approve warranty support deliverables.
2. Obtain and enforce warranty and maintenance terms vis-a-vis the third party software and hardware providers.

10 OPERATIONS PERFORMANCE PERIOD (OPTIONAL)

The duration of the Operations Performance Period (Optional) shall be no longer than 36 months, immediately following the end of the Warranty Performance Period. This Operations Performance Period shall be divided into annual periods, with the first ending at the end of the State fiscal year (June 30) during which it begins, and with the remaining periods aligned with the State fiscal year. Each of these annual periods is optional in the Agency's sole discretion. The Contractor has no right or obligation to perform this work, and the Agency has no obligation to compensate the Contractor for it, unless and until the Agency exercises its option to engage the Contractor in this role. At least 90 days before the beginning of each annual period, the Agency shall notify the Contractor in writing of the Agency's decision whether or not to exercise the option to have the Contractor perform during the next annual operations period.

Any non-operations work that the Agency requires during this performance period shall be handled through the change order process.

The following sections define the operations support responsibilities of the Contractor and the Agency.

10.1 Contractor Operations Support Responsibilities

1. Maintain and operate the UC Solution as specified in Section 12.1 of this SOW for the remainder of this Performance Period.
2. Prepare operations support deliverables.
3. Revise operations support deliverables as a result of the review and approval process.
4. Correct Defects to approved designs in the UC Solution including all levels of retesting and making all the corresponding documentation changes.
5. Coordinate with the third party software and hardware providers relative to any problems identified in the hardware or third party software.
6. Test the updated solution and install or update the changes on the UC Solution.
7. Continue to follow the Change Control process as defined for any scope changes.

10.2 Agency Operations Support Responsibilities

1. Review and approve operations support deliverables.
2. Obtain and enforce maintenance and operations terms vis-a-vis the third party software and hardware providers.

11 DELIVERABLES

The Contractor shall be responsible for the completion of the Project deliverables.

All deliverables and deliverable templates shall be developed and submitted as defined in accordance with this section. Any impacts on the Contractor's ability to meet deliverable commitments resulting from the Agency's failure to meet its deliverable responsibilities may result in change control activities.

Contractor shall provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

11.1 Submission, Approval, and Maintenance of Deliverables

The Contractor shall maintain and update deliverables throughout the Project as required by the Agency. All deliverables will be contingent upon a DED developed by the Contractor and approved by the Agency during the Planning Phase. The DED will include the deliverable contents, scope, quality standards, quality assurance measures, approval process, acceptance and approval criteria, and reviewers. A sample DED is included as Attachment A to this Scope of Work. A DED shall be approved by the Agency prior to commencement of the work on a deliverable. Each deliverable requires review and/or testing by the Agency and shall be deemed accepted only upon formal written approval by the Agency subject to the review standards outlined in Section 11.1.2 of this SOW. The primary focus of the Agency's review will be to determine whether the deliverable satisfies the criteria specified in the DED.

11.1.1 Deliverable Submission

All deliverables, word processing documents, spreadsheets, presentations, charts, databases or other Project artifacts will be provided in a mutually agreed-upon format currently supported by the Agency. The Agency's standards include the Microsoft Office Suite 2007, Microsoft Project 2007, Adobe Acrobat 8.0/9.0, and Visio 2007. The content and format of the deliverables will be negotiated and agreed upon in writing and in accordance with relevant industry standards and best practices prior to the start of each deliverable. Each deliverable shall be submitted in accordance with the approved Project Management Plan for review and comment by the Agency. Any deliverable received after 5:30 P.M. Eastern Time will be considered received the following work day.

11.1.2 Deliverable Review

All deliverables identified in the payment plan require the Agency's approval. If the Contractor proceeds with subsequent tasks before a deliverable is approved by the Agency, this work is performed solely at the Contractor's risk, and the Agency shall not be responsible, financially or otherwise, for any re-work to the subsequent tasks, however minor or extensive they may be, that result from changes to the deliverable. The Agency commits to provide review and approval or specific disapproval for deliverables or their revisions within ten (10) Business Days unless otherwise specified within the corresponding DED. This period includes review by Agency staff as well as Project IV&V. If no response is received in this time period, the deliverable is deemed to be accepted unless an alternate plan is mutually agreed upon.

The primary focus of the review of each deliverable will be on its content and presentation, to determine compliance with the deliverable criteria and the terms and requirements of the Contract. Each deliverable shall be complete within and of itself and shall be consistent with any deliverable previously produced. After a deliverable has been approved, if subsequent work invalidates some or all of the deliverable's content, the Contractor shall update the deliverable and resubmit it. Updates of deliverables that were originally subject to Agency approval are also subject to approval. The Agency and the Contractor will agree upon an appropriate remedy and/or compensation adjustment, if any, depending upon the magnitude of the change.

Upon approval of a deliverable, the Agency will send formal notice to the Contractor. A copy of the approval notice for each deliverable shall be submitted with the applicable invoice to receive payment. Payment will not be rendered without the deliverable approval letter(s).

For written deliverable documents, the Contractor shall conduct a thorough quality assurance review of each deliverable prior to its submission to the Agency for acceptance. This analysis should include the incorporation of prior deliverable comments, when applicable, to the greatest extent possible. A senior member of the Contractor's team who was not involved in production of the deliverable shall conduct this review. The Contractor shall take

necessary and appropriate steps to ensure the deliverable is free from grammatical Defects prior to submitting the deliverable to the Agency for review. The Agency shall reserve the right to reject a deliverable (draft or final) that has substantial spelling, grammatical, punctuation, format and/or pagination errors. If the deliverable is rejected on this basis, the Contractor shall correct all grammatical, spelling, punctuation, format and/or pagination errors, conduct another quality assurance review and re-submit the deliverable. The Agency's review cycle shall begin based on the re-submission date and not on the original submission date.

For software and software configuration deliverables, the Contractor shall conduct thorough testing of the deliverable. Where appropriate, testing shall include tests as specified in Sections 8.7 through 8.9 of this Statement of Work. Tests shall succeed in demonstrating acceptable quality of the deliverable before it is submitted for acceptance. All Contractor test scripts and test results shall be retained and made available to the Agency for inspection upon request.

If the Agency rejects a deliverable, the Agency shall provide a deliverable comments document that identifies in reasonable detail all known deficiencies preventing approval. The content of the deliverable comments document should be generally free of duplicates and contradicting feedback. The Agency's review of a corrected deliverable submitted by Contractor shall be for the purpose of reviewing the corrective actions and/or changes made to the deliverable, as requested in the deliverable comments document. The Contractor may rely upon the Agency's approval of a deliverable in performing the services that follow.

11.1.3 Deliverable Consistency and Maintenance

The Contractor shall ensure that the technical detail in all deliverables is consistent. If subsequent activities render the content of a previously submitted deliverable incorrect, the Contractor shall update and republish the previously submitted deliverable, using a distinct version number. If the deliverable previously required approval, the updated and republished deliverable will also require approval.

11.1.4 Sample Deliverables by Phase

This section provides a high-level list of sample deliverables. These deliverables will be further defined and baselined during the Planning Phase and updated throughout the life of the Project.

Planning Phase

- 1) Disaster Preparedness Plan
- 2) uFACTS Installed in SNET Region
- 3) Baseline Project Management Plans
- 4) Baseline Deliverable Expectation Documents

Define Phase

- 1) Validated Requirements Document
- 2) Updated Traceability Matrix

Design Phase

- 1) Data Conversion Plan
- 2) Data Conversion Design
- 3) Functional Design Specifications
- 5) Technical Design Specifications
- 6) Database Design
- 7) uFACTS Installed in AWI Environment
- 8) Establish Development/QA Environment
- 9) Disaster Recovery Plan

Develop Phase

- 1) Unit/Functional Test Plan
- 2) Completion of Application Architecture Development
- 3) Completion of uFACTS Configuration (letter)
- 4) Establish Training/Performance Environments
- 5) Establish Production Environment (letter)
- 6) Code and Unit Test Data Conversion Software
- 7) Code and Unit Test UC Benefits Application

Use Acceptance Test (UAT) Phase

- 1) UAT Plan
- 2) Test Materials
- 3) System Test Results
- 4) Technical Test Results
- 5) Performance Test Results
- 6) UAT Results

Implementation Phase

- 1) Implementation Plan
- 2) Training Plan
- 3) Training
- 4) Production System Implementation Plan
- 5) Operations Documentation
- 6) Production System Implementation
- 7) Transition Plan
- 8) Closeout Letter

Warranty Phase

- 1) System Maintenance and Operations Plan to include:
 - a. Warranty Support Deliverables
 - b. Transition Deliverables
- 2) Warranty Defect and repair services (as required)
- 3) Maintenance and Operations services

Operations Phase (Optional)

- 1) System Maintenance and Operations Plan to include:
 - a. Operations Support Deliverables
 - b. Operations and Maintenance Deliverables
 - c. Operations Transition Deliverables
- 2) Maintenance and Operations services

11.2 Deliverable Quality Assurance

Quality Assurance shall be ongoing for the duration of the Contract. Quality controls shall be built into every stage of the Project. Systematic approaches for planning, developing, and comparing deliverables to their requirements, and obtaining acceptance are critical to ensuring that the dependent phases of the Project proceed on schedule. The Contractor shall develop and adhere to quality assurance standards for each deliverable in accordance with the AWI UC quality management plan and also to ensure the following:

- Format
- Completeness
- Professional appearance
- Appropriate terms for reader(s)
- Clarity
- Organization
- Readability
- Spelling, grammar, punctuation and pagination

11.3 General Deliverable Preparation Instructions

The following general instructions apply to preparation for the deliverables and will be included in the WBS dictionary.

1. Electronic copies shall be provided on CDROM or via email and stored in the AWI UC Project repository on the Agency's network.
2. Electronic copies shall use Microsoft products, or other products with Agency approval. It is the Contractor's responsibility to follow-up with the Agency to ensure that emailed submissions are received. No deliverable file size shall exceed five (5) megabytes; larger deliverables shall be broken into separate files unless otherwise agreed to by the Agency and the Contractor.
3. Formal deliverables associated with payments should be identified by the title of the deliverable and the version of the deliverable (e.g., Draft or Final, with Revision number).
4. All other deliverables should be marked with a unique deliverable identification number and a revision number.
5. Each deliverable shall include a deliverable title, date, Contract number, Contract title, name of the preparing organization, and security markings or other restrictions on the handling of the document (as necessary).
6. Each page shall contain a unique page number and shall display the document number, including: title, version, and date.
7. If the document contains multiple sections, the document shall contain a table of contents providing the number, title, and page number of each titled paragraph, figure, table, and appendix. The document should contain extensive use of paragraph numbering and this numbering should take precedent over page numbers. Multi-section documents should have cross-references and hyperlinks to assist in electronic reviewing/navigation from section to section.
8. Deliverables should be prepared using the Agency's approved documentation standards that were established by the Agency/Contractor Project team.
9. Deliverables shall be free of unsubstantiated language concerning Contractor claims of copyright or confidentiality.
10. The Contractor is encouraged to provide additional diagrams and text whenever such provision is believed to enhance the understanding of the presented materials.
11. If a required data description has been published in a standard data element dictionary specified in the Contract, reference to an entry in that dictionary is preferred over including the description itself.
12. The narrative, functional specification and technical specification deliverables should be user-friendly for reviewers to evaluate and to facilitate ease of navigation. Information regarding the approach for a specific activity should be consistently documented among the various specification documents.
13. Deliver the original (or master) document and an electronic copy to the Project Director.

11.4 Deliverable Performance Measures

The following performance measures shall be tracked and reported for Project deliverables throughout the Contract term, subject to Section 11.1 Submission, Approval and Maintenance of Deliverables:

Ref#	Measure Description	Measure Metric(s)	Frequency of Measurement
1	<p>90% of the Project's deliverable documentation shall be approved within the first iteration of a standard review cycle (Contractor submit, Agency evaluate and comment, Contractor update, Agency review and accept) based on deliverable acceptance criteria mutually agreed upon by the Agency and the Contractor before creating each deliverable.</p> <p>The Agency is responsible for compiling feedback and resolving conflicts in comments. All input will be incorporated in the Agency comments in the first review.</p> <p>Remaining 10% of the Project's deliverable documentation shall be approved within the second iteration.</p>	Calculated as $\frac{\{(\text{Number of deliverables approved within the first iteration of standard review cycle}) / (\text{Total number of deliverables submitted}) \} \times 100}{100}$.	Quarterly
2	<p>100% of the data from the legacy systems databases shall be converted and loaded accurately into the new system.</p> <p>Data to be converted shall be mutually agreed upon.</p>	Calculated as $\frac{\{(\text{Number of records converted from the legacy systems and loaded into the new system}) / (\text{Total number of records within the legacy systems}) \} \times 100}{100}$.	Prior to implementation during final mock conversion and at final load prior to implementation.
3	<p>99.5% of the converted data from the legacy system shall be available to the users within the new system on the day of go-live.</p> <p>Remaining 0.5% of the converted data from the legacy system shall be available to the users within the new system within 10 Business Days of go-live.</p> <p>Data to be converted shall be mutually agreed upon.</p>	Calculated as $\frac{\{(\text{Number of converted records available in the new system}) / (\text{Total number of converted records}) \} \times 100}{100}$.	Prior to go-live during final mock conversion. After go-live.
4	<p>The UC Solution shall have 0 "Fatal" Defects for entering "go-live".</p> <p>The assignment of Defect type shall be mutually agreed upon.</p> <p>Note: For "Severe" and "Trivial" Defects, the decision for entering "go-live" shall be mutually agreed upon.</p>	Calculated as "Total number of Defects classified as Fatal".	Prior to go-live.
5	100% of the UC Solution requirements shall be traceable throughout the software development life cycle (i.e. Requirements Validation, Functional Design, Technical Design, Coding, Unit Testing, System Integration Testing, User Acceptance Testing, Implementation)	Calculated as $\frac{\{(\text{Number of requirements included in the life cycle phase}) / (\text{Number of requirements scheduled for the life cycle phase}) \} \times 100}{100}$	At the end of each phase within the SDLC.
6	Response time for users shall be less than 5 seconds for all online (OLTP) transactions.	Calculated as user action on user interface to the time the UC Solution response is displayed back to user.	Ongoing

Ref#	Measure Description	Measure Metric(s)	Frequency of Measurement
7	100% of UC Solution Support requests classified as "High" shall be resolved or an agreed upon plan of action is in place (i.e. fixed, closed, ready for implementation) within 4 business hours. For issues not resolved within 4 hours of such outage, status updates shall be provided every 2 business hours until resolved and a Root Cause Analysis shall be provided within 2 Business Days.	Calculated as $\{(\text{Number of "High" issues resolved within the stipulated time})/(\text{Total number of "High" issues})\} \times 100$.	Monthly
8	100% of UC Solution Support requests classified as "Medium" shall be resolved or have an agreed upon plan of action in place within 1 Business Day. For issues not resolved within 1 Business Day of such outage, status updates shall be provided every 4 hours until resolved and a Root Cause Analysis shall be provided within 3 Business Days.	Calculated as $\{(\text{Number of "Medium" issues resolved within the stipulated time})/(\text{Total number of "Medium" issues})\} \times 100$.	Monthly
9	100% of UC Solution Support requests classified as "Low" shall be resolved or have an agreed upon plan of action in place within 5 Business Days.	Calculated as $\{(\text{Number of "Low" issues resolved within the stipulated time})/(\text{Total number of "Low" issues})\} \times 100$.	Monthly
10	95% of UC Solution Support requests classified as "Trivial" shall be resolved within 8 Business Days or on an agreed upon plan of action. Remaining 5% of UC Solution Support requests classified as "Trivial" shall be resolved within 2 additional Business Days.	Calculated as $\{(\text{Number of "Trivial" issues resolved within the stipulated time})/(\text{Total number of "Trivial" issues})\} \times 100$.	Monthly

11.5 Deliverables Liquidated Damages

If the Contractor fails, for reasons within its control, to gain approval for the Final Deliverable associated with any Phase by the approval date for the Phase as specified in the Payment Schedule for Contractor Services, Section 3.0 of the Financial Terms (Exhibit 2) the Agency shall assess against the Contractor liquidated damages in the amount of Fifteen Thousand Dollars (\$15,000) for each Business Day between the approval date for the Phase and any later date the Contractor gains approval for the Final Deliverable associated with the Phase provided that the total assessment of liquidated damages under this section shall in no event exceed \$2,500,000. Liquidated damages for missing Final Deliverable approval dates associated with a Phase will not be cumulative (e.g. if a Final Deliverable approval date associated with a Phase is missed by 10 Business Days, and each successive Final Deliverable approval date associated with a Phase is not missed by an incremental number of Business Days, no additional liquidated damages will be assessed).

To the extent that the Contractor misses a non-Implementation Final Deliverable approval date associated with a Phase, but achieves the original Final Deliverable approval date associated with the Implementation Phase, as may be adjusted from time to time, the Agency will refund 50% of the liquidated damages previously assessed.

11.6 Service Level Agreements

The Contractor shall meet or exceed the following service levels. If the Contractor fails, for reasons within its control, to meet the SLAs the Agency shall assess liquidated damages as provided in Section 11.7 of this SOW.

The Parties recognize that it may not be reasonable to expect optimal performance immediately following go-live, but they expect performance to improve as the UC Solution matures. Accordingly, for SLAs 1 through 6 below, the Parties will apply the following graduated scale:

Go-live + 60 days = 75% of the target performance level

61 to 120 days = 85% of the target performance level

121 to 180 days = 95% of the target performance level

After 180 days = 100% of the target performance level

SLA Ref#	SLA Area	SLA Description	SLA Metric(s)	Frequency of Measurement
1	UC Solution Enhancement Requests	<p>100% of UC Solution Enhancement Requests shall be reviewed and responded to formally within 10 Business Days, unless otherwise agreed upon.</p> <p>A formal response is defined as follows:</p> <ol style="list-style-type: none"> 1. The Contractor acknowledges the receipt of the enhancement request. 2. The Contractor conducts a high level analysis of needed modification. 3. Contractor submits a response to the Agency, including: <ul style="list-style-type: none"> • Description of UC Solution components that will need to be modified. • A rough order magnitude estimate of effort and schedule for completing the requested enhancement. 	Calculated as $\{(Number\ of\ UC\ Solution\ Enhancement\ Requests\ responded\ to\ within\ the\ stipulated\ time)/(Total\ number\ of\ UC\ Solution\ Enhancement\ Requests)\} \times 100$.	Quarterly
2	UC Solution Enhancement Requests	100% of UC Solution Enhancement Requests (single enhancement or bundled release) shall be deployed as per the agreed schedule.	Calculated as $\{(Number\ of\ UC\ Solution\ Enhancement\ Requests\ deployed\ as\ per\ schedule)/(Total\ number\ of\ UC\ Solution\ Enhancement\ Requests\ required\ to\ be\ deployed\ per\ schedule)\} \times 100$.	Quarterly

SLA Ref#	SLA Area	SLA Description	SLA Metric(s)	Frequency of Measurement
3	Availability %	<p>89.99% of uptime for the entire UC Solution (including external interfaces) for the initial 180 calendar day period following go-live.</p> <p>99.99% uptime for the entire UC Solution (including external interfaces) after 180 calendar days.</p> <p>Note: UC Solution outages outside the control of the Contractor (e.g. PDC outage) are not included in the calculation.</p> <p>Availability calculation will exclude planned maintenance time such as the following (but not limited to):</p> <ul style="list-style-type: none"> • Third-party vendor software update (Windows update, software patches, etc.). • Deployment of code, database changes, etc pertaining to application software release. • Hardware maintenance (firmware update, replacement of hardware component, etc.). • Database maintenance – resizing of tables, recreation of indexes, etc. • Server Backup (if cold backup was done based on AWI business need). • Nightly Batch processing (if online UC Solution is scheduled to be closed during batch processing, based on AWI business need). <p>The complete list of such criteria will be mutually agreed upon in writing by Contractor and the Agency.</p>	<p>Availability % = (Scheduled Availability- Unscheduled Downtime) / Scheduled Availability</p> <p>Scheduled Availability: total time the system is scheduled to be available for routine use.</p> <p>Unscheduled Downtime: any time the UC Solution is not available due to an unscheduled event.</p> <p>e.g., if the UC Solution is down a cumulative 8 hours during a full 30 day period (720 total hours) during which there were no planned downtimes, the Availability % would be calculated as:</p> <p>$(720-8)/720=98.9\%$</p> <p>and therefore would not meet the long-term SLA.</p>	Monthly

SLA Ref#	SLA Area	SLA Description	SLA Metric(s)	Frequency of Measurement
4	Performance	The UC Solution shall provide the following average application response times for "High" complexity transactions: Update: 5 seconds Query: 4 seconds "High" complexity is defined as a transaction that involves 6 or more tables within the database. Note: Duration does not include network delays or delays in receiving responses from external interfaces.	The duration is calculated as the time it takes for the transaction round trip between the web server and database server.	Business Day
5	Performance	The UC Solution shall provide the following average application response times for "Medium" complexity transactions: Update: 4 seconds Query: 3 seconds "Medium" complexity is defined as a transaction that involves 4 or 5 tables within the database. Note: Duration does not include network delays or delays in receiving responses from external interfaces.	The duration is calculated as the time it takes for the transaction round trip between the web server and database server.	Business Day
6	Performance	The UC Solution shall provide the following average application response times for "Low" complexity transactions: Update: 3 seconds Query: 2 seconds "Low" complexity is defined as a transaction that involves 3 or less tables within the database. Note: Duration does not include network delays or delays in receiving responses from external interfaces.	The duration is calculated as the time it takes for the transaction round trip between the web server and database server.	Business Day

11.7 SLA Liquidated Damages

If the Contractor fails, for reasons within its control, to meet the SLA performance metrics specified in Section 11.6 of this SOW, the Agency shall assess against the Contractor liquidated damages of Three Thousand Dollars (\$3,000) per metric per measurement period.

Repeated performance failures, or a single failure of major consequence, may lead to the Agency requiring the Contractor to submit a Corrective Action Plan.

11.8 Defect Classification

A software Defect is any flaw or imperfection in a software work product or software process.

- "Software work product" is any artifact created as part of the software process.

- “Software process” is a set of activities, methods, practices, and transformations that people use to develop and maintain software work products.
- A Defect is a deviation from approved designs.
- A Defect is frequently referred to as a fault or bug.

For the purposes of this SLA, software Defects during the Testing phases of the Project are classified as follows:

Defect Type	Description
Fatal	Material error that causes loss of essential functions for which no work around exists within the UC Solution. Error that causes loss of data or creates unusable data.
Severe	Error that disables essential functions but for which a work around exists within the UC Solution. Error that materially violates specifications.
Trivial	Error that disables non-essential or cosmetic functions.

11.9 UC Solution Support

For the purposes of this SLA, UC Solution support levels are classified as follows:

UC Solution Support Level	Description
High	Necessary to correct an issue that prevents the use of a vital business function within the UC Solution for multiple users.
Medium	Necessary to correct an issue that reduces the operability of a widely used function.
Low	Reduction in operability of a non-critical UC Solution function or problem affecting a single transaction or individual.
Trivial	Requests that do not include any coding changes or significant configuration changes to the UC Solution.

12 SYSTEM SUPPORT SERVICES

12.1 Maintenance and Operations

The Contractor shall perform the following activities to operate the UC Solution in all environments (Development/QA, Training/Performance/UAT, and Production): operator support, operating systems administration, UC Solution system administration, system administration, database administration, problem troubleshooting and coordination, preventive maintenance and repair and help desk services (Tier 2).

For COTS package version or patch updates, the Contractor shall evaluate the impact of installing the update on the UC Solution and provide such analysis and a recommendation to the Agency, and, if approved by the Agency, install the update, and troubleshoot and report upon any problems resulting from the COTS software and hardware and take responsibility for managing the resolution to any subsequent Defect by coordinating support from subcontractors and COTS vendors. The Contractor shall maintain Contractor developed software deliverables by developing a list of needed fixes identified by the Contractor's staff or Agency staff and coordinate with the Agency to prioritize the needed maintenance updates.

Subject to the foregoing, Contractor shall be responsible (as prime Contractor) to maintain the deliverables that were developed by Contractor or its subcontractors under this Scope of Work, while maintenance of third party software and hardware shall be procured by the Agency as the licensee or owner of the hardware. The terms of those licenses shall exclusively govern, among other things, all maintenance and warranty obligations in connection therewith. Contractor shall coordinate its services with those of the third party maintenance providers. Contractor shall assist the Agency in identifying any problems with such third party software and facilitate the resolution of these issues by working with the third party to fix such problems.

The Agency shall keep all of its software licenses current and active through the hardware and software maintenance contracts that accompany the associated licenses for such hardware and software. The Contractor shall provide help desk support as defined herein and prepare monthly operations reports.

The Contractor agrees that as of the commencement of System Integration Test, the UC Solution will use versions of all COTS as agreed to by the Contractor and the Agency during the technical design phase and documented therein.

The following sections define the responsibilities of the Contractor and the Agency.

12.1.1 Contractor Maintenance and Operations Responsibilities

1. Prepare maintenance and operations deliverables.
2. Revise maintenance and operations deliverables as a result of the review and approval process.
3. Correct reported deviations to approved designs in the UC Solution including all levels of retesting and making all the corresponding documentation changes.
4. Lead the prioritization of maintenance updates.
5. Develop, test and install maintenance updates.
6. Evaluate impact of software upgrades on the UC Solution.
7. Provide hardware preventative maintenance through monitoring and other utilities.
8. Provide Tier 2 help desk support from 7:00 A.M. to 9:00 P.M. Business Days and prepare monthly operations reports.
9. Provide after-hours on-call support for operational and maintenance issues.
10. Provide on-site support (if required).

12.1.2 Agency Maintenance and Operations Responsibilities

1. Review and approve maintenance and operations deliverables.
2. Review and approve post warranty work.

3. Assist with prioritization of maintenance updates.
4. Keep licenses current and procure annual maintenance for the third party software and hardware.
5. Provide all Tier 1 Helpdesk support.
6. Provide the basic facilities required for a Level-3 data center as required by the UC Solution enterprise application. The Parties acknowledge and understand that the primary data center is part of the State data center system governed by Florida law, including but not limited to sections 282.201, 282.203, and 282.205 of the Florida Statutes.

13 OPERATIONS TRANSITION

During the Planning Phase the Contractor shall develop an maintenance and operations transition plan that covers all aspects of operational transition from the Contractor to the Agency (e.g. transition plan, knowledge transfer plan, and other plans as agreed between the Contractor and the Agency for effective transition of services).

At the Agency's direction the Contractor shall begin the transition of the operation of the UC Solution to the Agency, or its designated agent, pursuant to the agreed upon operations and transition plan. During the transition the Contractor shall continue to operate the UC Solution.

The Contractor shall transition the maintenance and operations of the UC Solution as directed and according to an Agency approved maintenance and operations transition plan. As part of the transition, the Contractor shall provide current electronic and paper copies of software requirements specification, requirements traceability matrix, functional design specification, technical design specification, unit test guidelines, tested release of application, test plan, test scenarios, user documentation, and system maintenance documentation. The materials provided should reflect the then-current production system as of 90 days prior to the end of the Operations Period.

The Contractor shall generate a transition completion report at the completion of the transition.

The following sections define the responsibilities of the Contractor and the Agency.

13.1 Contractor Operations Transition Responsibilities

1. Prepare transition deliverables.
2. Prepare transition completion report.
3. Revise deliverables as a result of the review and approval process.

13.2 Agency Operations Transition Responsibilities

1. Review and approve transition deliverables.

EXHIBIT 1, ATTACHMENT A – SAMPLE DED

DELIVERABLE ACCEPTANCE FORM: DELIVERABLE NAME AND NUMBER

Deliverable Name and Number	Description
Deliverable Name and Number	

Acceptance Criteria

This section should include all acceptance criteria specific to the deliverable submitted for review. The text below is a sample of what might be included. At a minimum, the Contractor shall develop and adhere to quality assurance standards for each deliverable in accordance with the AWI UC quality management plan and also to ensure the following:

- *Format*
- *Completeness*
- *Professional appearance*
- *Appropriate terms for reader(s)*
- *Clarity*
- *Organization*
- *Readability*
- *Spelling, grammar, punctuation and pagination*

1. The document is consistent with the Project Statement of Work (SOW).
2. The Business Requirements cover at a minimum system functionality documented in the SOW and agreed upon additional functionality identified during the evolution of the UITSM project.
3. The Agency for Workforce Innovation and Deloitte have jointly produced the Functional/System Requirements.
4. Additional acceptance criteria to be specified here for each deliverable.

UC Modernization Acceptance

<input type="checkbox"/> Approved		<input type="checkbox"/> Disapproved	
Name:		Date:	
Signature:			

ESC Review (if required)

Review Date:	
Remarks:	

LEAD REVIEWERS

Name	Date	Signature

CONDITIONS TO ACCEPTANCE

Description	Resolution Date	Assigned To

DISAPPROVED DELIVERABLE

New Deliverable Complete by Date:		
Reason/Issue Description	Resolution Date	Assigned To

UC Modernization Acceptance			
<input type="checkbox"/> Approved		<input type="checkbox"/> Disapproved	
Name:		Date:	
Signature:			

ESC Review (if required)	
Review Date:	
Remarks:	

DISAPPROVED DELIVERABLE - LEAD REVIEWERS

Name	Date	Signature

DISAPPROVED DELIVERABLE - CONDITIONS TO ACCEPTANCE

Description	Resolution Date	Assigned To

EXHIBIT 2 – FINANCIAL TERMS

1.0 Method of Payment

The Contractor shall submit invoices per the payment schedules defined below. Questions or concerns regarding an invoice shall be directed to the Agency Contract Manager.

2.0 Scope of Payment

The Contract price is \$39,843,769 which consists of the following:

<u>DDI Performance Period</u>	<u>Amount</u>
Services	\$23,292,593
Maintenance and Operations	\$1,719,276
COTS Software and Maintenance	\$8,609,687
COTS Hardware and Maintenance	<u>\$2,504,329</u>
DDI Performance Period Total	\$36,125,885

<u>Warranty Performance Period</u>	<u>Amount</u>
Maintenance and Operations	\$2,443,531
COTS Hardware and Software Maintenance	<u>\$1,274,353</u>
Warranty Performance Period Total	\$3,717,884

Total Contract	<u>\$39,843,769</u>
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In addition, there are three optional one-year Operations Performance Periods executable at the Agency's request: *support period will be done at the time of initial product purchase.*

<u>Operations Performance Period (total value of three one-year periods)</u>	<u>Amount</u>
Maintenance and Operations	\$7,250,750
COTS Hardware and Software Maintenance*	\$3,823,050 <i>\$7,152,318</i>
Operations Performance Period Total	\$11,073,800 <i>\$14,403,068</i>

*If the Agency elects not to exercise the optional Operations Performance Periods with the Contractor, the Agency will be responsible for obtaining maintenance from third party COTS providers. *D.M. 2/8/11*

This is a fixed price Contract. The Contract price is all-inclusive and the Agency will not compensate or reimburse the Contractor any other amounts related to Contract performance such as travel expenses, license fees, taxes, miscellaneous expenses, overhead, etc. The Agency will pay the Contractor in arrears the price agreed to for each Contract payment milestone identified in the Payment Schedule for Contractor Services, Section 3.0 of these Financial Terms, minus any amounts due the Agency for liquidated damages. Before submitting an invoice, the Contractor shall deduct from it any amounts of liquidated damages then due. If the Contractor fails to deduct liquidated damages due, the Agency's Contract Manager shall notify the Contractor of the Agency's intent to deduct liquidated damages pursuant to the applicable Contract provision. Failure by the Agency to notify the Contractor for any liquidated damages shall not relieve the Contractor from such obligation. *D.M. 2/8/11*

In exchange for the Contract price, the Contractor will deliver the UC Solution, including all COTS hardware and software, and necessary customization and integration services. The Contractor will acquire COTS products on behalf of the Agency through the Contractor's affiliate reseller, Deloitte Consulting Product Services LLC (DCPS). The Contractor shall invoice the Agency on behalf of DCPS (acting as billing agent for DCPS). The Contractor agrees that the price invoiced to the Agency for COTS hardware and software, and associated maintenance and services not exceed the price DCPS charges the Contractor for those COTS components (including administrative cost of DCPS processing the orders and charging the Contractor). The Contractor shall assign to DCPS all obligations to purchase and deliver COTS hardware and software, and associated maintenance and services, and the right to receive payment therefor. DCPS will perform all Contract activities that are, or may be, deemed to be a resale of tangible COTS products for any purpose. With respect to any such COTS products, DCPS will provide to the Agency the COTS provider's terms of warranty and support and assign to the Agency all warranty and support offered by the COTS provider in accordance with Section 9.1.4 in the Scope of Work (Exhibit 1). Software will be licensed to the Agency in accordance with Section 21.6 of the Special Conditions (Exhibit 3). The Agency

shall assign to the Contractor all of its rights under each COTS license as necessary for the Contractor's performance hereunder. The Contractor guarantees the price of COTS hardware for the duration of the Contract term. With respect to COTS software, and related services and maintenance, the Contractor guarantees the price thereof if the Agency places its orders by the dates indicated below in the Procurement Schedule for COTS Hardware and Software, Section 4.0 of these Financial Terms. If the Agency places its orders after those price guarantee dates, the Parties may renegotiate the Contract price with respect to those orders. The Agency reserves the right to direct purchase COTS hardware and software, and associated maintenance and services, from other sources, in which case the Parties will execute a deductive change to the Contract price. For purposes of negotiating any changes to the Contract price for reasons related to COTS hardware and software, and associated maintenance and services, the Parties have baselined the component prices in the Procurement Schedule for COTS Hardware and Software, Section 4.0 of these Financial Terms.

The Agency will not pay the Contractor any more than the Contract price in exchange for delivering the Project requirements. If it becomes necessary for the Agency to request the Contractor to render any additional services, either to supplement the required services or to perform additional work related to the Project, then the Parties will execute an amendment to the Contract in accordance with Special Condition 12. Such additional work shall not be performed unless set forth in an amendment. The Agency shall not be obligated to pay or reimburse the Contractor more than the amount obligated pursuant to the Contract including amendments.

The following labor rates will be used for any change orders or other adjustments to the Contract price related to Contractor services. Calculations using these rates shall be the sole and exclusive compensation the Contractor will receive for any increased labor costs on the Project, provided they are otherwise rightfully due and payable under the Contract, and the resulting product shall not be further marked up in any way, including, but not limited to, mark ups for profit or for general administration, travel or other related expenses, or for indirect costs of labor such as FICA, FUTA/SUTA, medical insurance, holiday and vacation benefits, sick benefits, retirement benefits, workers compensation, etc.

Respondent Role Title	IT Consulting State Term Contract Position Title	Rate
Project Executive	Chief Technology Officer	\$ 308.56
Project Manager	Director, Systems and Programming - Executive	\$ 245.93
Implementation Manager	Manager – Departmental IT Executive	\$ 226.06
Technical Lead	Director, Enterprise Architecture	\$ 222.20
Application Architect	Mgmt. Applications Development – Executive	\$ 223.49
Claims and Benefits Team Lead	Director, Electronic Commerce	\$ 196.89
Quality/Testing Lead	Management, Quality Assurance – Executive	\$ 186.74
Organization Change/Training Lead	Director, Program Management - Executive	\$ 197.23
Training Analyst	Program Manager, Executive	\$ 182.53
Claims and Benefits Business Architect	Program Manager – Executive	\$ 182.53
Data Conversion Lead	Director, Data Warehouse – Sr. Manager	\$ 219.08
Infrastructure Architect	Director, IT Risk and Compliance	\$ 224.95
Claims and Benefits Business Analyst	Application Development Analyst - Expert	\$ 120.84
Testing Analyst	Application Development Analyst - Expert	\$ 120.84
PMO Analyst	Project Manager - Manager	\$ 116.55
DBA	Database Administrator - Expert	\$ 143.67
.Net Developer	Web Applications Programmer - Expert	\$ 122.72

3.0 Payment Schedule for Contractor Services

Contract payment milestones (if Schedule Start Date is later, subsequent dates will be adjusted):

DDI Performance Period Payments

<u>Phase Gate and/or Payment Point</u>	<u>Approval Date</u>	<u>Amount</u>
Schedule Start Date (Kick-off)	February 28, 2011	n/a
Approval of Planning Phase Gate:	June 3, 2011	\$698,778
Approval of Define Phase Gate:	July 22, 2011	\$1,630,482
Approval of Design Interim Gate 1:	October 14, 2011	\$1,397,556
Approval of Design Interim Gate 2:	November 18, 2011	\$1,630,482
Approval of Design Phase Gate:	December 2, 2011	\$2,329,259
Approval of Develop Interim Gate 1:	April 27, 2012	\$2,562,185
Approval of Develop Interim Gate 2:	June 29, 2012	\$3,028,037
Approval of Develop Phase Gate:	July 20, 2012	\$4,192,667
Approval of UAT Phase Gate:	November 2, 2012	\$3,028,037
Approval of Implementation Phase Gate:	November 30, 2012	\$2,795,111

Operations and Maintenance Monthly Payment: \$122,805
Development/QA, Training/Performance/UAT and Pre-Production

DDI Performance Period Operations and Maintenance payments will be monthly starting with the establishment of the development/QA environment in the PDC. There will be a maximum of 14 monthly payments and no payment will extend past the Implementation Phase Gate.

Warranty Performance Period payments will be made monthly starting with the beginning of the Warranty Performance Period. There will be a maximum of 12 monthly payments.

<u>Payment Point</u>	<u>Amount</u>
Defect Repair:	No Charge
Operations and Maintenance Monthly Payment: <i>Development/QA, Training/Performance/UAT and Full Production</i>	\$203,628

Operations Performance Period (Optional) payments will be made monthly starting with the beginning of the Operations Performance Period. There will be a maximum of 36 monthly payments.

<u>Payment Point</u>	<u>Amount</u>
Defect Repair:	Time and Materials as needed
Operations Performance Period Monthly Payment – Year 1:	\$191,667
Operations Performance Period Monthly Payment – Year 2:	\$201,250
Operations Performance Period Monthly Payment – Year 3: <i>Development/QA, Training/Performance/UAT and Full Production</i>	\$211,313

4.0 Procurement Schedule for COTS Hardware and Software

Attachment A to these Financial Terms is the initial Bill of Materials (BOM) and pricing of hardware and software and associated maintenance required for the Development/QA, Test/Performance/UAT and Production environments. The BOM is based on the Contractor's understanding of the Agency's requirements as specified in the Requirements Definition Document and baselines the Parties' agreement as to the description, quantity, and prices of the COTS components of the UC Solution.

The following table identifies the COTS providers from the BOM and the dates by which orders must be placed to realize the Contractor's guaranteed prices for the COTS components.

COTS hardware and software, and related service and maintenance, prices are guaranteed based on the following procurement schedule:

Software										
	13-May-11	15-Dec-11	1-Mar-12	13-May-12	DDI Total	15-Dec-12	1-Mar-13	13-May-13	Warranty Total	DDI&Warranty
Adobe	\$14,059				\$14,059					\$14,059
Computer Associates	\$20,022			\$3,338	\$23,360			\$3,338	\$3,338	\$26,698
Embarcadero	\$85,408			\$17,860	\$103,268			\$17,860	\$17,860	\$121,128
EMC	\$69,137			\$19,653	\$88,790			\$19,653	\$19,653	\$108,443
FOIA		\$36,864			\$36,864	\$4,122			\$4,122	\$40,986
Freedom Scientific	\$5,936			\$990	\$6,926			\$990	\$990	\$7,916
Genesys	\$171,917	\$2,926,722		\$28,653	\$3,127,291	\$487,787		\$28,653	\$516,440	\$3,643,731
GlobalScape	\$26,618			\$6,776	\$33,394			\$6,776	\$6,776	\$40,170
HP	\$1,245,660				\$1,245,660					\$1,245,660
IBM	\$794,177			\$163,378	\$957,555			\$163,378	\$163,378	\$1,120,933
Informative Graphics	\$45,195			\$9,039	\$54,234			\$9,039	\$9,039	\$63,273
LLBL	\$6,004				\$6,004					\$6,004
Microsoft	\$157,548				\$157,548					\$157,548
Open Text	\$80,643			\$16,310	\$96,953			\$16,310	\$16,310	\$113,263
Oracle	\$1,423,764			\$256,744	\$1,680,509			\$256,744	\$256,744	\$1,937,253
Page Scholar	\$2,019			\$524	\$2,543			\$524	\$524	\$3,067
QAS	\$155,014			\$139,734	\$294,748			\$139,734	\$139,734	\$434,482
Redhat					\$0					\$0
SAP	\$247,483			\$44,628	\$292,111			\$44,628	\$44,628	\$336,739
Scaleout	\$69,220			\$13,835	\$83,055			\$13,835	\$13,835	\$96,890
Snag It	\$1,063			\$213	\$1,276			\$213	\$213	\$1,489
Symantec	\$4,230			\$2,115	\$6,345			\$2,115	\$2,115	\$8,460
UC4	\$158,051			\$19,375	\$177,426			\$19,375	\$19,375	\$196,801
Vmware	\$119,768				\$119,768					\$119,768
	\$4,902,936	\$2,963,586	\$0	\$743,165	\$8,609,687	\$491,909	\$0	\$743,165	\$1,235,074	\$9,844,761
Hardware										
Brooktrout	\$2,436		\$22,788		\$25,224				\$0	\$25,224
F5	\$152,185		\$189,124		\$341,309				\$0	\$341,309
Kodak	\$4,327		\$131,005		\$135,332				\$0	\$135,332
HP	\$527,155		\$1,183,437		\$1,710,592				\$0	\$1,710,592
EMC	\$0		\$291,872		\$291,872		\$39,279		\$39,279	\$331,151
	\$726,777		\$1,859,206		\$2,504,329	\$0	\$39,279	\$0	\$39,279	\$2,543,608
TOTAL										
	\$5,629,713	\$2,963,586	\$1,859,206	\$743,165	\$11,114,016	\$491,909	\$39,279	\$743,165	\$1,274,353	\$12,388,369

EXHIBIT 2, ATTACHMENT A – BILL OF MATERIALS

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
Development Environment							
Hardware							
HP BL460C G7 Blade Server			603718-B21	\$ 7,172.00			
· 2 CPU, Quad-core, Intel Xeon 3.06Ghz			option 0D1				
· 12GB RAM			626902-L21				
· RAID 1-300GB			626902-B21				
			option 0D1				
			500656-B21				
			option 0D1				
1 Extra server for MS Lync was added to original total	10	Per unit	507127-B21			Included	25,102
			option 0D1				
			456972-B21				
			option 0D1				
			462968-B21				
			option 0D1				
			339778-B21		\$ 71,720.00		
HP BL460C G7 Blade Server			603718-B21	\$ 8,460.00			
· 2 CPU, Quad-core, Intel Xeon 3.06Ghz			option 0D1				
· 48GB RAM			626902-L21				
· RAID 1-300GB			626902-B21				
· Onboard Administrator			option 0D1				
			500656-B21				
			option 0D1				
			507127-B21				
			option 0D1				
			456972-B21				
			option 0D1				
			462968-B21				
			option 0D1				
			339778-B21		\$ 16,920.00		
HP BL460C Server			603718-B21	\$ 14,796.00			
· 2 CPU, Quad-core, Intel Xeon 3.06Ghz			option 0D1				
· 192GB RAM			626902-L21				
· RAID 1-300GB			626902-B21				
· Onboard Administrator			option 0D1				
			500666-B21				
			option 0D1				
			507127-B21				
			option 0D1				
			456972-B21				
			option 0D1				
			462968-B21				
			option 0D1				
			339778-B21				
			HA110A5 7XE				
			HA114A1				
			HA114A1 5CY		\$ 29,952.00	Included	10,483

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
HP DL380 G7 Server	1	Per unit	583917-B21	\$ 9,782.00	\$ 9,782.00	Included	3,424
• 2 CPU, Quad-core, Intel Xeon 3.46Ghz			option OD1				
• 6GB RAM			option ABA				
• RAID 1-300GB			HA453A1-001				
• Onboard Administrator			614547-L21				
			614547-B21				
			option OD1				
			500656-B21				
			option OD1				
			516814-B21				
			option OD1				
			AF556A				
			option OD1				
			412648-B21				
			option OD1				
			AE312A				
			option OD1				
			1200W				
			578322-B21				
			option OD1				
			339778-B21				
			HA110A3				
			option 7G3				
			option 4YD				
				\$ 56,525.00			
HP Blade Center Chassis	2*	Per unit	AD361C	\$ 56,525.00	\$ 113,050.00	Included	39,568
• (6)2360W Power Supplies			option OD1				
• Capacity for 16 BL460C Blade Servers			HA453A1-003				
• Fiber and Gige networking			455880-B21				
• Redundant power supplies			option OD1				
			466482-B21				
			option OD1				
			453154-B21				
			option OD1				
			517521-B21				
			413379-B21				
			517520-B21				
			HA110A3				
			option 6Q6				
			433718-B21				
			option OD1				
			TC277AAE				
			AJ836A				
			HA124A1				
			option 56H				
			HA110A3				
			option 4YN				
				\$ 113,050.00			

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
HP Notebooks (For 19 Deloitte technical staff and 4 AWI staff) (estimated price)							
• Intel Core i7	23	Per unit	WZ253U			Included	20,125
• 6GB RAM							
• 160GB HDD 7200RPM							
• 17" Display, docking station, 2 monitors							
• Windows OS				\$ 2,500.00	\$ 57,500.00		
HP Workstation (for document scanning)			FL978UT	\$ 1,233.00			
• Intel Core 2 Duo, 2.4Ghz	1*	Per unit	NKS70A8		\$ 1,233.00	Included	432
• 4GB RAM							
• 320GB HDD 7200RPM							
• 19" Display							
• Windows OS							
HP Workstation Z800 Requested for sandbox (estimated price)							
• Intel 2 - Quad Core Xeon X5677 3.46 GHz	4	Per unit	FF825AV-2			Included	23,800
• 32 GB RAM							
• 2 - 1TB HD							
• 24" Display				\$ 17,000.00	\$ 68,000.00		
• Windows OS							
EMC SAN/NAS Unified Storage Platform							
• ~ 10TB	1**	Per unit	Not Applicable			Included in Prod	Included in Prod
• Both SAN and NAS							
• Mix of FC 15k Drive and SAS (includes switches)							
HP MSL6060 2-Drive Tape Drive							
• LTO-4	1**	Per unit	Not Applicable			Included in Prod	Included in Prod
• Tapes and cleaning cartridge							
Rack							
• (Maintenance for 3 years)							
Kodak Scanners i1405 (includes accelerator cards & cables) (Maintenance 3 years)	1*	Per unit	8252843			1,759	1,412
Brooktrout Fax Boards							
• 4 port	1	Per unit		\$ 2,568.00	\$ 2,568.00	Not Applicable	2,436
				\$ 2,436.00	\$ 2,436.00		

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
Software							
FOIAXpress	NC	Named User				No Charge	No Charge
Genesys IVR and Call Center	Site License			143264	143264	57305	28,653
v8.0 - Genesys CIM Platform - MS	670/ seat		3GP08590ACAA				
v8.0 - HA - CIM Platform	670/ seat		3GP08520ACAA				
v8.0 - SNMP Platform	1 site		3GP08512ACAA				
v8.0 - SIP Server	670/ seat		3GP08393ACAA				
Interactions							
v8.0 - Genesys E-mail	50/seat		3GP08461ACAA				
Interactions							
v7.6 - Genesys Workforce Management	670/ seat		3GP08146ACAA				
Performance Management							
v7.6 - Genesys Agent Desktop and GPlus adapters	670/seat		3GP08148ACAA				
v8.0 - Genesys Universal SDK Genesys Developer Materials	1		3GP08479ACAA				
v7.1 - Virtual Hold Concierge v6							
3 rd Party Products- Virtual Hold	54/ port		3GP07271ACAA				
v8.1 - Genesys Voice Platform	1,100/ port		3GP08375ACAA				
Voice Self Service							
v8.1 - HA - Genesys Voice Platform	275/port		3GP08380ACAA				
Voice Self Service							
v8.1 - AIModule for ASR	400/ port		3GP08369ACAA				
Voice Self Service							
v8.1 - HA - AIModule for ASR	200/port		3GP08377ACAA				
Voice Self Service							
v8.1 - AIModule for TTS	150/port		3GP08371ACAA				
Voice Self Service							
v8.1 - HA - AIModule for TTS	75/port		3GP08378ACAA				
Voice Self Service							
Supplement	1/ lab						
v8 - QM - Quality Management Lab							
Supplement	670/ seat						
Voice & Screen Record + Live Monitor, Scorecard							
Supplement	930/seat						
Media Server Ports							
Lab Software	1/ lab		3GP08147ADAA				
v7.6 - Genesys Workforce Management-Lab							
Lab Software							

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
GlobalScape EFT Secure FTP (Server and Failover)	1	Per Server	890-010	\$ 265.00	\$ 265.00		
GlobalScape SSH Module	1	Per Server	890-021	\$ 265.00	\$ 265.00		
GlobalScape ARM Module	1	Per Server	890-036-S	\$ 760.00	\$ 760.00		
GlobalScape DMZ Gateway	1	Per Server	890-039-S	\$ 2,017.00	\$ 2,017.00		
Maintenance for all GlobalScape in Test						3,388	1,694
HP Exstream	1*		Not Applicable			Included in Prod	Included in Prod
IBM FileNet P8 – Business/Process Workflow (Internal Users)	(1,600 / 885)	Named Users/AUVU				Included in Prod	Included in Prod
IBM FileNet P8 Content Management (Internal Users)	(1,600 / 885)	Named Users/AUVU				Included in Prod	Included in Prod
IBM FileNet P8 Content Management (External Users)	(300,000 / 162,500)	Named Users/XUVU				Included in Prod	Included in Prod
IBM FileNet P8 Capture (Medium Volume)	1*	Per Device	DD48TLL	4919	4919	984	984
IBM Rational Policy Tester (Accessibility)(VU)	1000 pages	Page count	D61V6LL	932	932	287	287
Informative Graphics Brava Enterprise Viewer (70 of the 1600 licenses allow document redaction)	NC	Per user				No Charge	No Charge
LLBL Gen Pro (price converted from Euro, price may fluctuate depending on exchange rate)	19	Named User		316	6004	Not Applicable	Not Applicable
Microsoft IIS (Web Servers and Application Servers)	4	Per Instance				No Charge	No Charge
Microsoft Lync Enterprise Server (requested by AWI)	1			3999	3999	Not Applicable	Not Applicable
Microsoft Lync Enterprise CALs (requested by AWI)	100			107	10700	Not Applicable	Not Applicable
Open Text RightFax (Fax Ports)	-	Server + ports		23619	23619	5,905	5,905
Page Scholar JSpell Pro Suite	Site license	Site License		1495	1495	1,048	524
QAS Pro Web	NC	Call Center Users/CPU's				No Charge	No Charge
QAS Pro 6.41 API	1600 users						
QAS USA DPV for Pro	1600 users						
QAS Pro Web 5.65- Annual License	6 users						
QAS Pro 6.40 Server	1600 servers						

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
SAP BusinessObjects Xcelsius Enterprise	NC	Named User	Not Applicable			No Charge	No Charge
SAP BusinessObjects Enterprise Premium	NC	Named User	Not Applicable			No Charge	No Charge
SAP BusinessObjects Web Intelligence	NC	Named User	Not Applicable			No Charge	No Charge
ScaleOut SessionServer (2 server pack)	1	Per Server		1195	1195	590	295
UC4 Application Manager Master/Failover	1	Per Server	Not Applicable	7020	7020	2,808	1,404
UC4 Application Manager Agent	1	Per Agent	Not Applicable	936	936	374	187
UC4 Graphical Analysis Package	1 **	Per Instance	Not Applicable			Included in Prod	Included in Prod
Microsoft Windows Server (64-bit) (MS Lync Increases server count by 1)	21	Per Server		411	8631	Not Applicable	Not Applicable
Microsoft Windows Server (32-bit)	1	Per Server		411	411	Not Applicable	Not Applicable
Microsoft Windows 2008 CALs	35	Per User		17	595	Not Applicable	Not Applicable
Microsoft Windows 7 (Increased count by 42 for additional workstations and notebooks server requested)	76	Per Workstation				Not Applicable	Not Applicable
RedHat Linux	1	Per Install				No Charge	No Charge
VMware vSphere 4 Enterprise (Maintenance for 3 years)	4	Per CPU	VS4-ENT-CL1	2484	9936	7,336	2,568
VMware vCenter Server Standard (Maintenance for 3 years)	1 **	Per Server	VCS-STD-CL1			3,185	1,115
Oracle Database Enterprise Edition (Licensed Per Named User)	40	Named User		4315	4315		
Advanced Security Tuning Pack	40	Named User		409	16340	7,190	3,595
Diagnostics Pack	40	Named User		99	3956	1,741	870
Partitioning	40	Named User		43	1720	756	378
Microsoft SQL Server (64-bit) (2005 Express)	1	Per CPU		99	3956	1,741	870
Microsoft SQL Server (64-bit) (Includes 10 CAL's) (2008 Standard Edition)	1	Per Server with CALs		3299	3299	Not Applicable	Not Applicable
Microsoft System Center Config Manager	21	Per Server	UAR-01306	379	6909	Not Applicable	Not Applicable
Adobe RoboHelp	4	Per User	6503020A0F01A00	1023	4092	Not Applicable	Not Applicable
Adobe Dreamweaver	14	Per User	65059878A0F01A00	410	5740	Not Applicable	Not Applicable
CA Erwin Data Modeler	4	Per User	V18563	4171	16684	6,675	3,338
Embarcadero Rapid SQL	36	Per User		1281	46116	24,386	12,193
Embarcadero DBArtisan XE	4	Per User		5358	21432	11,333	5,667
Freedom Scientific JAWS	1	Per User		4946	4946	1,980	990
HP QTP (Maintenance for 3 years)	3	Per User	TA333AAE	4320	12960	16,593	5,544
HP Quality Center (Maintenance for 3 years)	21	Floating User	T6470AAE T6480AAE	1611	33840	43,189	14,476

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
IBM Rational Rose	12	Floating User	D56Z3LL	2597	31164	9,552	9,552
IBM Rational Requisite Pro	15	Named User	D53NZLL	1257	18855	4,063	4,063
IBM Rational Requisite Pro	6	Floating User	D53Z6LL	2448	14688	2,937	2,937
Microsoft Visio	5	Per Instance	D87-04895	217	1085	Not Applicable	Not Applicable
Microsoft Visual Studio	22	Named User	C5E-00738	528	11616	Not Applicable	Not Applicable
SAP Crystal Reports	5	Named User	7007442	371	1855	816	408
SAP BusinessObjects Data Services Professional	4	Per CPU	7010279	18750	75000	33,000	16,500
Microsoft Active Directory	2	Per Server	Not Applicable			No Charge	No Charge
Microsoft Team Foundation Server	33	Named User		207	6808	Not Applicable	Not Applicable
Adobe Acrobat Standard	10	Per User	54026197AF01A00	177	1770	Not Applicable	Not Applicable
Adobe Captivate	3	Per User	65075677AF01A00	819	2457	Not Applicable	Not Applicable
EMC Networker (5 packs) (increased count by 1 for additional workstations and MS Lync server requested)	4	Per Server	456-100-691	1300	5200	4,200	2,100
EMC Networker (Oracle)	2	Per Server	456-100-596	829	1658	670	335
Microsoft Office	37	Per User	021-09729	295	10915	Not Applicable	Not Applicable
Microsoft Office (for additional notebooks requested if needed)	0	Per User	021-09729	295	0	Not Applicable	Not Applicable
Microsoft Project	10	Per User		305	3050	Not Applicable	Not Applicable
Snag It	17	Per User	Not available	50	850	425	213
Symantec Endpoint Protection (Antivirus) (increased count by 43 for additional workstations, notebooks and MS Lync server requested)	99	Per Device	Not available		1782	891	891
* Shared with Test Environment							
** Shared between Dev, Test and Production							

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
Test Environment							
Hardware							
HP BL460C G7 Blade Server			603718-B21	7172			
· 2 CPU, Quad-core, Intel Xeon 3.06Ghz			option 0D1				
· 12GB RAM			626902-L21				
· RAID 1-300GB			626902-B21				
			option 0D1				
			500656-B21				
			option 0D1				
			507127-B21				
			option 0D1				
			456972-B21				
			option 0D1				
			462968-B21				
			option 0D1				
			339778-B21		14344		5,020
HP BL460C G7 Blade Server			603718-B21	8460			
· 2 CPU, Quad-core, Intel Xeon 3.06Ghz			option 0D1				
· 48GB RAM			626902-L21				
· RAID 1-300GB			626902-B21				
· Onboard Administrator			option 0D1				
			500656-B21				
			option 0D1				
			507127-B21				
			option 0D1				
			456972-B21				
			option 0D1				
			462968-B21				
			option 0D1				
			339778-B21		25380		8,883
HP BL460C G7 Blade Server			603718-B21	14796			
· 2 CPU, Quad-core, Intel Xeon 3.06Ghz			option 0D1				
· 192GB RAM			626902-L21				
· RAID 1-300GB			626902-B21				
· Onboard Administrator			option 0D1				
			500656-B21				
			option 0D1				
			507127-B21				
			option 0D1				
			456972-B21				
			option 0D1				
			462968-B21				
			option 0D1				
			339778-B21		29952		10,483

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
HP BL680C G7 Server	4	Per unit	600334-B21	17494	69976	Included	24,492
• 4 CPU, 6-core, Intel Xeon 2.00Ghz			option OD1				
• 16GB RAM			589090-L21				
• RAID 1-300GB			589090-B21				
• Onboard Administrator			option OD1				
			500656-B21				
			option OD1				
			507127-B21				
			option OD1				
			456972-B21				
			option OD1				
			462967-B21				
			option OD1				
			339778-B21				
HP DL380 G7 Server	1	Per unit	583917-B21	9782	9782	Included	3,424
• 2 CPU, Quad-core, Intel Xeon 3.46Ghz			option OD1				
• 6GB RAM			option ABA				
• RAID 1-300GB			HA453A1-001				
• Onboard Administrator			614547-L21				
			614547-B21				
			option OD1				
			500656-B21				
			option OD1				
			516814-B21				
			option OD1				
			AF556A				
			option OD1				
			412648-B21				
			option OD1				
			AE312A				
			option OD1				
			1200W				
			578322-B21				
			option OD1				
			339778-B21				
			HA110A3				
			option 7G3				
			option 4YD				
			FL978UT				
HP Workstation (for document scanning)	1*	Per unit	NK570A8			Not Applicable	Not Applicable
• Intel Core 2 Duo, 2.4Ghz							
• 4GB RAM							
• 320GB HDD 7200RPM							
• 19" Display							
• Windows OS	1**	Per unit	Not Applicable			Included in Prod	Included in Prod
EMC SAN/NAS Unified Storage Platform							
• ~ 10TB							
• Both SAN and NAS							
• Mix of FC 15k Drive and SAS (includes switches)	1**	Per unit	Not Applicable			Included in Prod	Included in Prod
HP MSL6060 2-Drive Tape Drive							
• LTO-4							
• Tapes and cleaning cartridge							
Rack							

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
Software							
FOIApress	NC	Named User				No Charge	No Charge
Genesis IVR and Call Center	Site License					Included in Dev	Included in Dev
GlobalScape EFT Secure FTP (Server and Failover)	1	Per Server	890-010	265	265		
GlobalScape SSH Module	1	Per Server	890-021	265	265		
GlobalScape ARM Module	1	Per Server	890-036-S	760	760		
GlobalScape DMZ Gateway	1	Per Server	890-039-S	2017	2017		
Maintenance for all GlobalScape in Dev							
HP Exstream	1*		Not Applicable			3388	1,694
IBM FileNet P8 – Business/Process Workflow (Internal Users)	(1,600 / 885)	Named Users/AUVU				Included in Prod	Included in Prod
IBM FileNet P8 Content Management (Internal Users)	(1,600 / 885)	Named Users/AUVU				Included in Prod	Included in Prod
IBM FileNet P8 Content Management (External Users)	(300,000 / 162,500)	Named Users/XUVU				Included in Prod	Included in Prod
IBM FileNet P8 Capture (Medium Volume)	1*	Per Device				Included in Dev	Included in Dev
Informative Graphics Brava Enterprise Viewer (70 of the 1600 licenses allow document redaction)	NC	Per user				No Charge	No Charge
Microsoft IIS (Web Servers and Application Servers)	4	Per Instance				No Charge	No Charge
Open Text RightFax (Fax Ports)	1	Server + ports				Included in Dev	Included in Dev
Page Scholar - Pro Suite	Site License	Site License				No Charge	No Charge
QAS Pro Web	NC	Call Center Users/CPU's				No Charge	No Charge
SAP BusinessObjects Xcelsius Enterprise	NC	Named User	7007439			No Charge	No Charge
SAP BusinessObjects Enterprise Premium	NC	Named User	7007378			No Charge	No Charge
SAP BusinessObjects Web Intelligence	NC	Named User	7007435			No Charge	No Charge
ScaleOut SessionServer (2 server pack)	1	Per Server		1195	1195	590	295
UC4 Application Manager Master/Failover	1	Per Server	Not Applicable	7020	7020	2,808	1,404
UC4 Application Manager Agent	1	Per Agent	Not Applicable	936	936	374	187
UC4 Graphical Analysis Package	1**	Per Instance	Not Applicable			No Charge	No Charge
Microsoft Windows Server (64-bit)	21	Per Server		411	8631	Not Applicable	Not Applicable
Microsoft Windows Server (32-bit)	1	Per Server		411	411	Not Applicable	Not Applicable
RedHat Linux	1	Per Install				No Charge	No Charge
VMware vSphere 4 Enterprise (Maintenance for 3 years)	4	Per CPU	VSA-ENT-CL1	2484	9936	7,336	3,478
VMware vCenter Server Standard (Maintenance for 3 years)	1**	Per Server	VCS-STD-CL1			Included in Dev	Not Applicable

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
Oracle Database Enterprise Edition (Licensed Per Named User)	80	Named User		409	32680	14,379	7,190
Real Application Clusters (RAC)	80	Named User		198	15824	6,962	3,481
Advanced Security	80	Named User		99	7912	3,482	1,741
Tuning Pack	80	Named User		43	3440	1,514	757
Diagnostics Pack	80	Named User		43	3440	1,514	757
Partitioning	80	Named User		99	7912	3,482	1,741
Microsoft SQL Server (64-bit) (2005 Express)	1	Per CPU				No Charge	No Charge
Microsoft System Center Config Manager	22	Per Server		329	7238	Not Applicable	Not Applicable
HP LoadRunner (5000 virtual user pack w/controller)			T6234AAE				
(Maintenance for 3 years 7x24)	1	Virtual Users and Controller		104220	104220	166,808	55,738
electronic license to use.			TC965AAE				
			TB141AAE				
Microsoft Active Directory	2	Per Server	Not Applicable			No Charge	No Charge
EMC Networker (5 packs)	2	Per Server	456-100-691	1300	2600	2,100	1,050
EMC Networker (Oracle)	3	Per Server	456-100-596	829	2487	2,010	1,005
EMC Network Virtual Edition (Licensed by per physical host server, not virtual)	2	Per Server	456-100-676	1037	2074	1,676	838
Symantec Endpoint Protection (Antivirus)	23	Per Device		18	414	207	207
* Shared with Dev Environment							
** Shared between Dev, Test and Production							

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
Production Environment							
Hardware							
HP BL460C G7 Blade Server			603718-B21	7172			
· 2 CPU, Quad-core, Intel Xeon 3.06Ghz			option 0D1				
· 12GB RAM			626902-L21				
· RAID 1-300GB			626902-B21				
			option 0D1				
			500656-B21				
			option 0D1				
			507127-B21				
			option 0D1				
			456972-B21				
			option 0D1				
			462968-B21				
			option 0D1				
			335778-B21		207988		72,796
HP BL460C G7 Blade Server			603718-B21	8460			
· 2 CPU, Quad-core, Intel Xeon 3.06Ghz			option 0D1				
· 48GB RAM			626902-L21				
· RAID 1-300GB			626902-B21				
· Onboard Administrator			option 0D1				
			500656-B21				
			option 0D1				
			507127-B21				
			option 0D1				
			456972-B21				
			option 0D1				
			462968-B21				
			option 0D1				
			335778-B21		135360		47,376
HP BL460C G7 Blade Server			603718-B21	14796			
· 2 CPU, Quad-core, Intel Xeon 3.06Ghz			option 0D1				
· 192GB RAM			626902-L21				
· RAID 1-300GB			626902-B21				
· Onboard Administrator			option 0D1				
			500656-B21				
			option 0D1				
			507127-B21				
			option 0D1				
			456972-B21				
			option 0D1				
			462968-B21				
			option 0D1				
			335778-B21		133164		46,607

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
HP BL680C G7 Server	4	Per unit	600334-B21	17494	69976	Included	24,492
4 CPU, 6-core, Intel Xeon 2.00Ghz			option 0D1				
16GB RAM			589090-L21				
RAID 1-300GB			589090-B21				
Onboard Administrator			option 0D1				
			500656-B21				
			option 0D1				
			507127-B21				
			option 0D1				
			456972-B21				
			option 0D1				
			462967-B21				
			option 0D1				
			339778-B21				
HP DL380 G7 Server	2	Per unit	583917-B21	9782	19564	Included	6,847
2 CPU, Quad-core, Intel Xeon 3.46Ghz			option 0D1				
6GB RAM			option A8A				
RAID 1-300GB			HA453A1-001				
Onboard Administrator			614547-L21				
			614547-B21				
			option 0D1				
			500656-B21				
			option 0D1				
			516814-B21				
			option 0D1				
			AF556A				
			option 0D1				
			412648-B21				
			option 0D1				
			AE312A				
			option 0D1				
			1200W				
			578322-B21				
			option 0D1				
			339778-B21				
			HA110A3				
			option 7G3				
			option 4YD				

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
HP Blade Center Chassis	8	Per unit	AD361C	56525	452200	Included	158,270
· (6)2360W Power Supplies			option OD1				
· Capacity for 16 BL460C Blade Servers			HA453A1-003				
· Fiber and GigE networking			455880-B21				
· Redundant power supplies			option OD1				
			466482-B21				
			option OD1				
			453154-B21				
			option OD1				
			517521-B21				
			413379-B21				
			517520-B21				
			HA110A3				
			option 6Q6				
			433718-B21				
			option OD1				
			TC277AAE				
			AJ836A				
			HA124A1				
			option 56H				
			HA110A3				
			option 4YN	30000			
HP Shipping Costs (Estimated)				1233	30000	Not Applicable	Not Applicable
HP Workstation (for document scanning)	11	Per unit	FL978UT		13563	Included	4,747
· Intel Core 2 Duo, 2.4Ghz							
· 4GB RAM							
· 320GB HDD 7200RPM							
· 19" Display							
· Windows OS							
EMC SAN/NAS Unified Storage Platform	1**	Per unit	CXA-RACK-40U	197825	197825	60,872	39,279
· ~ 10TB			NS4-4PDAE				
· Both SAN and NAS			NS120-CS				
· Mix of FC 15k Drive and SAS (includes switches)			NS120-AUXF				
EMC has just announced the next generation replacement to this model with higher performance. There might be a slight price premium compared to this model of about 10-20% should the State wish to consider the newer technology. The newer model will take advantage of SSD (solid state drives) which are much faster than current rotating platter hard drive technology.			NS122-C				
			NS-4G15-146				
			NS-4G15-300HS				
			NS-4G15-300				
			V-NS4-1461SK				
			NS-FC04-073				
			NS-FC04-073HS				
			NS-SA07-020HS				
			NS-SA07-020				
			PW40U-60-US				
			NS122-AUXCBL2				
			MODEM-US				
			NS120-SPS		197825		

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
EMC (Professional Services)			Not Applicable	31175	31175	Not Applicable	Not Applicable
EMC Shipping Costs			Not Applicable	2000	2000	Not Applicable	Not Applicable
HP MSL6060 2-Drive Tape Drive			AF002A	64076			
LTO-4			AF002A 001				
			AJ032A				
Rack			AJ032A 0D1				
			HA109A5				
			HA109A5 464				
			HA114A1				
			HA114A1 5DR				
			C7978A				
			C7974A				
		Per unit	AF062A			Included	22,427
			AF062A B01				
			AF054A				
			AF054A 0D1				
			252663-B24				
			252663-B24 0D1				
			AF593A				
			AF593A 0D1				
			221692-B23				
			221692-B23 0D1				
			C7978A	100	64076		
Cleaning cartridges for HP MSL6060 tape drive	72		C7978A	60	7200	Not Applicable	1,800
Backup tapes for HP MSL6060 tape drive	600		C7974A		36000	Not Applicable	9,000
Kodak Scanners I1405 (includes accelerator cards & cables) (Maintenance for 3 years)							
	7	Per unit	8252843	2568	17976	12,313	9,887
Kodak Scanners i620 (includes accelerator cards & cables) (Maintenance for 3 years)	4	Per unit	1534270			23,004	42,357
				19253	77012		

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DD1	Maintenance Renewal (post DD1)
Kodak Scanner Shipping Costs			Not Applicable	700	700	Not Applicable	Not Applicable
Brooktrout Fax Boards	3	Per unit		4576	13728	Not Applicable	13,728
8 port				755	9060	Not Applicable	Not Applicable
Scanning Accelerator Cards and Cables	12	Per unit					
F5 Networks BIG-IP 6900 (pair)			BIG-IP SWCH LOCAL-TRAFFIC MGR 6900 8G (A2211856)	185624			
Modules: ASM			BIP SVC PRE LI-3 CAT HW61 (A2211860)				
Web Accelerator	1	Per unit	BIG-IP ADD-ON WBA BDL-6900 WBA MAX SSL COMP (A2211854)			Included 4 years	64,968
Max SSL			BIP SVC PRE LI-3 CAT SW25 (A0638542)				
2 CPU			BIG-IP ADD-ON ASM LIC (A1307861)				
8GB RAM			BIG-IP SVC PREM SW33 (A1307869)				
			LTM plus 2 IMP (A2833388)		185624		
F5 Networks (Professional Services)				3200	3200	Not Applicable	Not Applicable
F5 Networks Shipping Costs				300	300	Not Applicable	Not Applicable
Hardware Rack				4782			
42U			AF002A				
2 PDU's			AF002A 001				
KVM, mouse and monitor included			AF611A				
			AF611A OD1				
			AG052A				
			AG052A OD1				
			AF426A				
			AF426A OD1				
			AF426A				
			AF426A OD1				
			AF401A				
			AF401A OD1				
			HA110A5				
			HA110A5 7GV				
			AF613A				
			AF613A OD1				
			AF090A				
			AF090A B01				
			AF062A				
			AF062A B01				
			336047-B21				
			336047-B21 OD1				
			252663-D75				
			252663-D75		14346		
	3	Per unit				Not Applicable	5,021

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
Software							
FOIAXpress	5	Named User		5948	29742	4,122	4,122
FOIAXpress (Professional Services)				3000	3000	Not Applicable	Not Applicable
Genesys IVR and Call Center	Site License			2438935	2438935	487787	487,787
GlobalScape EFT Secure FTP (Server and Failover)	1	Per Server	890-008	1060	1060		
GlobalScape SSH Module	1		890-019	1060	1060		
GlobalScape ARM Module	1		890-034-S	3040	3040		
GlobalScape DMZ Gateway	1		890-037-S	8068	8068		
Maintenance for all GlobalScape in Prod						6,776	3,388

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
HP Exstream (Maintenance costs in cumulative column is for 3 years 7x24)	1	Server with failover	CH996AAE	484340	482588	283,761	106,410
			CH996AAE 001				
			CH998AAE				
			CH998AAE 001				
			CJ001AAE				
			CJ001AAE 001				
			CJ045AAE				
			CJ047AAE				
			CJ049AAE				
			CJ057AAE				
			CJ059AAE				
			CJ061AAE				
			CJ176AAE				
			CJ180AAE				
			CJ207AAE				
			CJ209AAE				
			CJ211AAE				
			CJ231AAE				
			CJ233AAE				
			CJ235AAE				
			CJ255AAE				
			CJ257AAE				
			CJ259AAE				
			CJ267AAE				
			CJ269AAE				
			CJ271AAE				
			CJ285AAE				
			CJ287AAE				
			CJ289AAE				
			CJ479AAE				
			CJ480AAE				
			CJ481AAE				
			CJ485AAE				
			CJ487AAE				
			CJ489AAE				
			CJ499AAE				
			CJ501AAE				
			CJ503AAE				
			CJ523AAE				
			CJ525AAE				
			CJ527AAE				
			CJ560AAE				
			CJ561AAE				
			CJ562AAE				
			CJ632AAE				
			CJ633AAE				
			CJ634AAE				
			CJ812AAE				
			CJ814AAE				
			CJ816AAE				
			CJ824AAE				
			CJ826AAE				
			CJ828AAE				
			CN363AAE				

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
HP Extream (Professional Services)				20000	20000	Not Applicable	Not Applicable
HP BAC BPM Tyn Sin Loc SW E-LTU (Maintenance costs in cumulative column is for 3 years 9x5)	25	Synthetic Transactions	TB124AAE	216	5400	6,976	4,469
HP BAC SLIM f/BPM Tyn Sin Loc SW E-LTU (Maintenance costs in cumulative column is for 3 years 9x5)	25	Synthetic Transactions	TB129AAE	108	2700	3,430	2,197
HP SiteScope SAM 2K-50k Pt SW E-LTU (Maintenance costs in cumulative column is for 3 years 9x5)(Based on number of servers in Test and Prod)	1210	Parameters	TB154AAE	25	30250	16,126	10,330
HP SiteScope BAC-SLM f/SAM 2K-50K Pt SW E-LTU (Maintenance costs in cumulative column is for 3 years 9x5)(Based on number of servers in Test and Prod)	1210	Parameters	TB169AAE	9	10890	5,929	3,798
IBM FileNet P8 – Business/Process Workflow (Internal Users)	(1,600 / 885)	Named Users/AUVU	D0475LL	211338	211338	44,381	44,381
IBM FileNet P8 Content Management (Internal Users)	(1,600 / 885)	Named Users/AUVU	D04EPIL	272669	272669	57,260	57,260
IBM FileNet P8 Content Management (External Users)	(300,000 / 162,500)	Named Users/XUVU	D04AZLL	149500	149500	30,875	30,875
IBM FileNet P8 Capture (High Volume)	4	Per Device	D049XLL	7689	30757	6,151	6,151
IBM FileNet P8 Capture (Medium Volume)	7	Per Device	D048TLL	4919	39355	6,888	6,888
IBM FileNet (Professional Services)				20000	20000	Not Applicable	Not Applicable
Informative Graphics Brava Enterprise Viewer (70 of the 1600 licenses allow document redaction)	1	Per user		45195	45195	9,039	9,039
Microsoft IS (Web Servers and Application Servers)	40	Per Instance	Not Applicable			No Charge	No Charge
Open Text RightFax (Fax Ports)	1	Server + 18 ports		41619	41619	20,810	10,405
Open Text RightFax (Professional Services)				5000	5000	Not Applicable	Not Applicable
Page Scholar JSpell Pro Suite	Site License	Site License				Not Applicable	Not Applicable
QAS Pro Web	NC	Call Center Users/CPU's				139,734	139,734
QAS Pro 6.41 API	1600 users			123514	123514		
QAS USA DPV for Pro	1600 users						
QAS Pro Web 6.4S- Annual License	6 users			31500	31500		
QAS USA DPV for Pro Web	6 users						
QAS Pro 6.40 Server	1 Server						
SAP BusinessObjects Xcelsius Enterprise	40	Named User	7007439	915	36600	16,104	8,052
SAP BusinessObjects Enterprise Premium	40	Named User	7007378	1410	56400	24,816	12,408
SAP BusinessObjects Web Intelligence	40	Named User	7007435	825	33000	14,520	7,260
ScaleOut SessionServer (24 server pack)	1	Per Server		52995	52995	26,490	13,245

Description (Ex: Vendor, Model, #Blades, CPU, Memory, Operating System, Storage Type, Storage Amount, etc.)	Qty	License Type	Part Number	Proposed Price	Total Price (Qty x Proposed)	Cumulative Maintenance through DDI	Maintenance Renewal (post DDI)
UC4 Application Manager Master/Failover	1	Per Server	Not Applicable	14040	14040	5,616	2,808
UC4 Application Manager Agent	22	Per Agent	Not Applicable	1872	41184	16,474	8,237
UC4 Graphical Analysis Package	1**	Per Instance	Not Applicable	23400	23400	9,360	4,680
UC4 User Interface (5 pack)	2	Users (5 pack)	Not Applicable	1170	2340	936	468
UC4 (Professional Services and Training)			Not Applicable			Not Applicable	Not Applicable
Microsoft Windows Server (64-bit) (Increased by 8 for BAC)	97	Per Server		41800	41800		
Microsoft Windows Server (32-bit)	2	Per Server		411	39867	Not Applicable	Not Applicable
Microsoft Windows 7	11	Per Workstation		411	812	Not Applicable	Not Applicable
RedHat Linux	3	Per Install				Not Applicable	Not Applicable
VMware vSphere 4 Enterprise (Maintenance for 3 years)	18	Per CPU	VS4-ENT-CL1	2484	44712	No Charge	No Charge
VMware vCenter Server Standard (Maintenance for 3 years)	1**	Per Server	VCS-STD-CL1			33,012	15,649
Oracle Database Enterprise Edition	24	Per Core	Not Applicable	20425	490200	Included in Dev	Not Applicable
Real Application Clusters (RAC)	24	Per Core		9890	237360		107,844
Advanced Security	24	Per Core		4945	118680		52,219
Tuning Pack	24	Per Core		2150	51600		26,110
Diagnostics Pack	24	Per Core		2150	51600		11,352
Partitioning	24	Per Core		4945	118680		11,352
Microsoft SQL Server (64-bit) (2005 Express)	2	Per CPU				No Charge	No Charge
Microsoft System Center Config Manager (Increased by 8 for HP BAC)	99	Per Server		329	32571	Not Applicable	Not Applicable
Microsoft Active Directory	2	Per Server	Not Applicable			No Charge	No Charge
EMC Networker (5 packs) (Increased count for HP BAC monitoring tools by 2)	12	Per Server	456-100-691	1300	15600		6,300
EMC Networker (Oracle)	8	Per Server	456-100-596	829	6635		2,680
EMC Network Virtual Edition (Licensed by per physical host server, not virtual)	9	Per Server	456-100-676	1037	9333		3,771
EMC Networker Diskbackup (10TB)	1	10TB	456-100-699	3897	3897		1,574
Symantec Endpoint Protection (Antivirus) (Increased count for HP BAC monitoring tools by 8)	113	Per Device		18	2034	1017	1,017
** Shared between Dev, Test and Production							

EXHIBIT 3 – SPECIAL CONDITIONS

1.0 General Condition 2 (PUR 1000) is hereby deleted, as the Agency will not issue a purchase order.

2.0 General Condition 4 (PUR 1000) is hereby deleted, as this is not a term contract.

3.0 General Condition 7 (PUR 1000) is hereby deleted as all material Project work will be performed at the Project site provided by the Agency, where the Agency will have the ability to inspect the Contractor's work.

4.0 General Condition 15 (PUR 1000) is hereby amended as follows:

Add: A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a state Agency. The Vendor Ombudsman may be contacted by calling (850) 413-5516.

Delete: A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

5.0 General Condition 17 (PUR 1000) is hereby supplemented with the following language:

The Parties agree to negotiate changes to the Contract if federal and/or State revisions of any applicable laws or regulations make changes in the Contract necessary.

6.0 General Condition 18 (PUR 1000) is hereby supplemented with the following language:

6.1 Representatives of the Agency, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the federal government and their duly authorized representatives shall have access, for purposes of examination to any books, documents, papers, and records, including electronic storage media, of the Contractor as they may relate to the Contract.

6.2 The Contractor shall maintain books, records, and documents in accordance with standard accepted accounting procedures and practices which sufficiently and properly reflect the billing and payment of the funds provided by the Agency under the Contract.

6.3 The Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the Contract for a period of six (6) years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings through litigation or otherwise. The Contractor will cooperate with the Agency to facilitate the duplication and transfer of any said records or documents upon request of the Agency.

6.4 Upon completion or termination of the Contract and at the request of the Agency, the Contractor will cooperate with the Agency to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Sub-section 6.3 above.

6.5 The Contractor shall include the audit and record keeping requirements of this special condition in all approved subcontracts and assignments.

7.0 General Condition 20 (PUR 1000) is hereby amended by deleting the first paragraph and replacing it with the following language:

Limitation of Liability. For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's liability under the Contract for direct damages shall be limited to the greater of (a) the dollar amount of the Contract or (b) two times the charges rendered by the Contractor for services under the Contract (excluding charges for COTS hardware and software, and related maintenance). This limitation shall not apply to claims arising under the Indemnity paragraph contained in this Contract.

8.0 General Condition 21 (PUR 1000) is hereby deleted and replaced with the following language:

Suspension of Work. The Agency may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Agency shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not perform any Contract work. Within ninety days, or any longer period agreed to by the Contractor, the Agency shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume (provided that Contractor shall be permitted to replace any individuals who had been assigned to perform the services prior to such suspension), or (2) terminate the Contract.. If work is resumed under (1), the Parties shall negotiate a change order to address any impact of such suspension on the Project costs or schedule or other terms of the Contract.

9.0 General Condition 22 (PUR 1000) is hereby modified to insert "upon thirty (30) days' prior written notice" after "interest to do so" in the first sentence.

10.0 General Condition 23 (PUR 1000) is hereby modified to delete the first three sentences and replace them with the following:

Termination for Cause. The Agency or Contractor may terminate the Contract if the Contractor or Agency, respectively, (1) materially breaches any term of the Contract, or (2) in the case of Contractor, fails to abide by any applicable statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default, upon thirty (30) days' prior written notice, if the other party does not cure such breach or failure within such period.

And is hereby supplemented with the following language:

10.1 Should the Agency identify any deficiency based on Contract requirements, which the Agency, in its sole discretion, deems to be of significant magnitude to impede implementation of the Project, the Agency may notify the Contractor in writing of the deficiency and of the need to submit a corrective action plan (CAP).

10.2 Upon such notification, the Contractor shall submit a formal written CAP within ten (10) days of the date of receipt of the letter from the Agency requiring submission of a CAP. The CAP shall be sent to the Agency's Contract Manager for review and approval determination.

10.3 The Agency shall notify the Contractor in writing of the Agency's acceptance or rejection of the CAP within ten (10) days of receipt of the CAP. If the CAP is rejected, the Agency shall provide a written statement identifying in reasonable detail, why the Agency believes the CAP will not result in correction of the cited deficiencies. The Contractor shall have ten (10) days from receipt of the written rejection to submit a revised CAP or letter of explanation.

10.4 Upon acceptance of the CAP, the Contractor shall have the time specified within the CAP to successfully complete the agreed upon CAP. Acceptance of the CAP by the Agency does not guarantee the implementation will result in elimination of future deficiencies.

10.5 The CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Agency's Contract Manager.

10.6 The Contractor's failure to respond to a request for a CAP, failure to carry out the CAP, or failure to eliminate the deficiency cited in the CAP may result in termination of the Contract, pursuant to the termination provisions set forth in the Contract. The Agency reserves the right to exercise other remedies as permitted by law.

10.7 Notices or other correspondence or plans exchanged under this section shall not constitute notices or other activity under Exhibit 4, PUR 1000 State of Florida, General Contract Conditions No. 23, Termination for Cause. Any notices or responses for purposes of Exhibit 4, PUR 1000 State of Florida, General Contract Conditions No. 23 shall be expressly identified as such. The Agency is not required to follow the CAP process before exercising its rights under Exhibit 4, PUR 1000 State of Florida, General Contract Conditions No. 23.

11.0 General Condition 24 (PUR 1000) is hereby deleted and replaced with the following language.

11.1 Force Majeure. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect Subcontractors or suppliers if no alternate source of supply is available to the Contractor.

11.2 Excusable Delays. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Agency in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay would occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor could reasonably foresee that a delay would result. Providing notice in strict accordance with this paragraph is a condition precedent to the remedies under this Section 11.2.

11.2.1 Except as provided in Section 11.2.2, the Contractor's exclusive remedy for excusable delays shall be an extension of the Contract time. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Agency for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

11.2.2 If the Agency is responsible for the delay, through action or inaction inconsistent with the Agency's contractual obligations, then, in addition to extension of the Contract time, the Contractor shall be entitled to an increase in the Contract price. The price adjustment shall be based upon, and shall be limited to, the additional labor hours incurred during the period of excusable delay, priced according to the rate card included in Scope of Payment, Section 2.0 of the Financial Terms (Exhibit 2).

12.0 General Condition 25 (PUR 1000) is hereby deleted and replaced with the following language:

For any change, the following change control process shall be used.

12.1 If the Agency requests the Contractor to perform services that are outside the Scope of Work of this Contract, the Agency shall submit a written request to the Contractor's Project Manager to furnish a proposal for carrying out the requested change.

12.2 Contractor shall examine and identify to the Agency the implications of the requested change on the technical specifications, Project schedule, price and method of pricing of the services and shall submit to the Agency, without undue delay, a written proposal for carrying out the change.

12.3 Alternatively, should the Contractor be of the opinion that a requested change will adversely affect the execution of the Project or the efficacy of the UC Solution, it shall communicate its opinion, including any impact to warranty, to the Agency in writing but shall nevertheless carry out the change if the Agency directs it in writing to do so.

12.4 If the Parties agree on carrying out a change, a written Contract change order shall be prepared and issued under the Contract, mutually executed by the Parties, describing the change and its effects on the services provided by the Contractor and any affected components of the Contract.

12.5 No proposed change shall be performed until the proposed change has been specified in a duly executed Contract change order. A Contract change order will be documented as a modification of the Contract pursuant to General Condition 42.

12.6 If the Agency requests or directs Contractor to perform any activities that Contractor believes constitute a change, Contractor must notify the Agency that it believes the requested activities are a change prior to commencing the performance of the requested activities.

12.7 If Contractor fails to notify and obtain approval from the Agency prior to commencing performance of activities which constitute a change, such activities shall be performed at risk by the Contractor. If an activity is commenced but not approved by the Agency in writing, the Contractor shall remove the change at no cost to the Agency upon the Agency's written request.

12.8 The Contractor may propose a change to the Agency, on its own initiative, if it believes the change would benefit the Project. The Contractor will draft a proposal for change in writing with reasonable detail. The procedures described above in this section shall apply to any such proposal.

13.0 General Condition 28 (PUR 1000) is hereby supplemented with the following language:

13.1 The Agency does not endorse any Contractor, commodity or service. The Contractor is prohibited from using Contract information, sales values/volumes and/or the Agency's Stakeholders in sales brochures or other promotions, including press releases, unless prior written approval is obtained from the Agency.

13.2 The Contractor must notify the Agency, both by facsimile (within one (1) Business Day from receipt) and by first class mail (mailed within two (2) Business Days from receipt) of all request(s) for public records pursuant to Chapter 119, Florida Statutes. The Contractor agrees that the Agency shall be responsible for responding to all public records request(s). Public Records Request shall be forwarded and faxed to:

Agency for Workforce Innovation
Office of the General Counsel, MSC #110
107 East Madison Street
Tallahassee, Florida 32399-4135
Fax: (850) 921-3230

13.3 The Contractor shall notify the Agency verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Contractor's possession related to the Contract is subpoenaed or if Contractor becomes aware that any such data is used, copied, or removed (except in the ordinary course of business) by anyone except an individual authorized by the Agency to use, copy, or remove data. The Contractor shall cooperate with the Agency in taking all steps as the Agency deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

13.4 The Contractor shall not provide any information to any media representative or any other external party regarding the Contract or any services delivered under the Contract without prior written approval from the Agency's Director, Director of the Unemployment Compensation program, or the Director of Communications. The Contractor shall also notify the Agency's Communications Office (850-245-7130) verbally within one (1) hour and in writing or via email, with a copy to the Agency's Project Director, within one (1) Business Day of any inquiries received from any media outlet or representative.

14.0 General Condition 29 (PUR 1000) is hereby deleted and replaced with the following language:

Assignments and Subcontracts:

14.1 The Contractor agrees to neither assign the responsibility for the Contract to another party nor subcontract for any of the work contemplated under the Contract without prior written approval of the Agency. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the Agency, shall be null and void.

14.2 The Contractor agrees to be responsible for all work performed and all expenses incurred by itself or its permitted Subcontractors with the Project. If the Agency permits the Contractor to subcontract all or part of the work contemplated under the Contract, including entering into subcontracts for services and deliverables, it is understood by the Contractor that all such subcontract arrangements shall be evidenced by a written document and shall be subject to prior review and approval by the Agency. Such review of the written subcontract document by the Agency will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of the Contract. When subcontracting portions of the work, the Contractor shall be responsible for including "flow-down" language, so that the Subcontractor has the same responsibilities to the Contractor with respect to the subcontracted work that the Contractor has to the Agency. The Contractor further agrees that the Agency shall not be liable to the Subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the Subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Agency against such claims.

14.3 The Contractor agrees that the State shall at all times be entitled to assign or transfer its rights, duties, or obligations under the Contract to another governmental agency in the State, upon giving prior written notice to the Contractor. In the event the State approves transfer of the Contractor's obligations, the Contractor remains

responsible for all work performed and all expenses incurred in connection with the Contract. In addition, the Contract shall bind the successors, assigns, and legal representatives of the Contractor and of any legal entity that succeeds to the obligations of the State.

15.0 General Condition 32 (PUR 1000) is hereby deleted in its entirety and replaced with the following:

"Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and workplace requirements of the Customer of which Contractor is apprised in advance and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check as provided for by the Section 7.8.1 of the Scope of Work (Exhibit 1), or otherwise assess the qualifications of any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements, upon written notice by the State. Any State approval of assignment of an individual by Contractor shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

The Contractor must use the Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- (a) All persons employed during the Contract term by the Contractor to perform employment duties within Florida; and,
- (b) All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the state agency.

The Contractor agrees that the Agency may undertake or award supplemental contracts for work related to the Contract, or any portion thereof. The Contractor, and any Subcontractors, shall cooperate with such other contractors and the Agency in all such cases.

16.0 General Condition 33 (PUR 1000) is hereby supplemented with the following language:

16.1 The Contractor understands and agrees that the information received from the Agency and the source of the information obtained is confidential and may not be re-disclosed by the Contractor or its employees, agents, Subcontractors or affiliates verbally, electronically, or in other forms, except as authorized by law or regulation and only with the prior written approval of the Agency, or pursuant to Exhibit 4, PUR 1000 State of Florida, General Contract Conditions No. 33.

16.2 AWI and the Contractor may have access to confidential information during the course of performing the Contract. The Contractor must implement procedures designed to ensure protection and confidentiality of data, files and records involved with this services contract. All Contractor personnel assigned to the Project must sign a confidentiality statement which will be provided by AWI following the Effective Date. The Contractor(s) confidentiality procedures must comply with all applicable State and federal confidentiality requirements, including but not limited to sections 443.171(5) and 443.1715(1), F.S., and 20 CFR Part 603, and all Contractor employees will be appropriately screened in a manner comparable to sections 435.03 and 435.04 F.S.

16.3 Each party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State.

16.4 The Contractor must implement procedures designed to ensure the protection and confidentiality of all data, files, and records involved with this Contract.

16.5 The Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

16.6 If the Contractor has access to confidential information in order to fulfill Contractor's obligations under this Contract, the Contractor agrees to abide by all applicable AWI Information Technology Security procedures and policies, current as of the Effective Date (there are no other AWI Security procedures and policies). Information Systems Security Program Policy 5.02 can be viewed at: <http://www.floridajobs.org/Policies/IT/ISSPFINAL.pdf>. The Contractor (including its employees, Subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under this Contract), shall not store data, or allow to be stored, any confidential information on any portable storage media or take data off-site (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to comply with this provision may constitute a breach of contract. The Contractor will be required to sign an Acceptable Use Acknowledgement Form (AWI Policy 5.02).

16.7 The Contractor shall notify the Agency in writing of any disclosure breach of unsecured confidential information of the Agency by Contractor, its employees, agents or representatives which is not in compliance with the terms of the Contract (of which it becomes aware.) Contractor also shall report to the Agency any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its Subcontractor or agents. For purposes of the Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Agency information in Contractor's possession or electronic interference with the UC Solution operations; however, random attempts at access shall not be considered a security incident. Contractor shall make the report to the Agency not more than seven (7) Business Days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the Agency's Information Security Manager.

16.8 The Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of all data, files, and records that it accesses, creates, receives, maintains uses or transmits on behalf of the Agency in performing the services hereunder consistent with the Agency Information Systems Security Program. The Contractor shall cooperate in good faith in response to any reasonable requests from the Agency to discuss Contractor safeguards.

16.9 Except as necessary to fulfill the terms of the Contract and with the permission of the Agency, and subject to Exhibit 4, PUR 1000 State of Florida, General Contract Conditions No. 33, the Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, Subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Agency.

16.10 If Contractor believes that the return or destruction of confidential information is not feasible (such as copies of information relied upon in performing the services, to be retained as part of its workpapers), Contractor shall provide in writing, the conditions that make return or destruction infeasible. Contractor shall extend the protections of the Contract to confidential information received from or created on behalf of the Agency, and limit further uses and disclosures of such confidential information, for so long as Contractor maintains the confidential information.

16.11 Upon termination of the Contract for any reason, Contractor agrees either to return to the Agency or, if return is not feasible, destroy all confidential information in whatever form or medium that Contractor received from or created on behalf of the Agency to include without limitation all backup tapes, subject to Special Condition 16.10. This provision shall also apply to all confidential information that is in the possession of Subcontractors or agents of Contractor. In such case, subject to Special Condition 16.10, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of confidential information. Contractor shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of the Contract. Within such thirty (30) day period, Contractor shall confirm in writing to the Agency that such return or destruction has been completed.

16.12 The Contractor and its Subcontractors and agents are prohibited from (i) performing any of the Contract services outside the United States, or (ii) sending, transmitting or accessing any Program related data outside of the United States. The Parties agree that a violation of this provision will:

(a) Result in immediate and irreparable harm to the Agency, entitling the Agency to immediate injunctive relief; provided, however, this shall not constitute an admission by the Contractor to any liability for damages under subparagraph (c) below or any claims, liability or damages to a third party, and is without prejudice to the Contractor in defending such claims; and

(b) Entitle the Agency to a credit of Two Hundred Thousand Dollars (\$200,000) per violation, with a cumulative total cap of One Million Dollars (\$1,000,000) for all credits available to the Agency under this subparagraph (b). This credit is intended only to cover the Agency's internal staffing and administrative costs as well as the diminished value of services provided under the Contract; and

(c) Entitle the Agency to recover damages, if any, arising from a breach of this section 16.12, which are not covered under subparagraph (b). These damages will include all reasonable external costs incurred by the State for investigations, forensic investigations, data recoveries, notifications and remediation.

The credits in subparagraph (b) are a reasonable approximation of the internal costs and loss of value that would result from a violation. The credits are not intended to be a penalty on the Contractor. The Parties are stipulating to the credits because the actual costs and loss of value will not be readily ascertainable and will be difficult to prove. For purposes of determining the amount of credits due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) shall be treated as a single violation. The credits will be applied as a deposit into the Agency's bank account submitted by the Contractor.

16.13 The Contractor understands and agrees that all reasonable fees and costs necessary for the Agency to remedy any breach of confidentiality due solely to the conduct of the Contractor, its employees, subcontractors, agents, or affiliates, or any individual within the control of the Contractor shall be the responsibility of the Contractor. The Contractor shall provide prompt written notice of any such claim, and shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of the Contract.

16.14 The Contractor understands and agrees that the confidentiality and security provisions of the Contract regarding the requirements to safeguard the confidentiality of the information which is the subject of the Contract, are material conditions of the Contract. In the event that requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way by Contractor in breach hereof, the Contractor will be subject to penalties as follows:

(a) Criminal Penalties: The Contractor and any of its employees, agents, contractors, Subcontractors, affiliates or any other individual that breaches the confidentiality requirements of the Contract are subject to any applicable state or federal criminal sanctions provided by law, including, but not limited to penalties as provided for in sections 443.171(5), 443.1715, and 119.10, F.S., the Florida Computer Related Crimes Act, or any other applicable state or federal laws or regulations.

(b) Civil Remedies: In addition to criminal sanctions, the Contractor and its employees, agents, Subcontractors, or affiliates who breach the confidentiality requirements of this Contract or applicable laws with respect to the confidential information of the Agency are subject to any and all applicable civil remedies available to the Agency and the State.

(c) If the Agency, at its sole discretion, determines that the Contractor has failed to comply with any confidentiality provision of the Contract, the Agency has the unilateral right to suspend the Contract until it is satisfied that corrective action has been taken. If the Agency, in its sole discretion, determines that prompt and satisfactory correction action has not occurred, the Agency may terminate the Contract and the Contractor must immediately surrender to the Agency all confidential information and copies thereof obtained under the Contract and any other information relevant to the Contract.

17.0 General Condition 34 (PUR 1000) is hereby supplemented with the following language:

17.1 In the Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that the Contractor is at all times acting and performing as an independent contractor. The Agency shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Contractor, its officers, employees, agents, Subcontractors, or assignees shall be the responsibility of the Contractor. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Nor shall the Contractor represent to others that, as the Contractor, it has the authority to bind the Agency unless specifically authorized to do so.

17.2 Outside of what has been identified in Section 7.8 of the Scope of Work (Exhibit 1), the Agency will not furnish services or support to the Contractor or its Subcontractor or assignee.

18.0 General Condition 35 (PUR 1000) is hereby deleted and replaced with the following language:

18.1 **Insurance Generally:** All insurance policies shall be with the insurers qualified and doing business in Florida. Within thirty (30) days of the Effective Date, the Contractor shall furnish the Agency proof of required insurance coverage by standard ACORD form certificates of insurance. All coverage shall be maintained in full force and effect during the term of the Contract. Failure to maintain such coverage may void the Contract. In the event that any of the coverage is cancelled by the insurer for any reasons, the Contractor shall immediately notify the Agency of such cancellation and shall obtain replacement coverage conforming to the requirements hereof and provide proof of such replacement coverage within fifteen (15) Business Days after the cancellation of coverage. The Agency shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

18.2 **Contractor Commercial General Liability Insurance:** The Contractor shall maintain commercial general liability insurance coverage and hold such liability insurance at all times during the existence of the Contract and any renewal(s) and extension(s) of it. The Contractor will maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 in the aggregate of commercial general liability coverage. Upon the execution of the Contract, the Contractor shall furnish the Agency written verification supporting the existence of such insurance coverage. A self-insurance program established and operating under the laws of the State may provide such coverage.

18.3 **Workers' Compensation Insurance:** During the Contract term, the Contractor at its sole expense shall maintain workers' compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

18.4 **Unemployment Compensation Insurance:** The Contractor, during the life of the Contract, must comply with the reporting and contribution payments required under Chapter 443, F.S., for all employees connected with the work of the Contract.

18.5 **Errors and Omissions Insurance:** The Contractor shall obtain and keep in force during the life of the Contract Errors and Omissions Insurance which shall cover loss which may be incurred due to human error, computer error, machine error, or equipment problems, whether caused by negligence, error, omission or mistake by the Contractor, Subcontractor, any employee, officer or agents thereof in the minimum amount of \$1,000,000 per claim. Errors and Omissions Insurance coverage shall not limit any liabilities or any other obligations that the Contractor has under the Contract.

19.0 General Condition 37 (PUR 1000) is hereby supplemented with the following language:

19.1 If the existence of such legal or financial condition during the term of the Contract, whether disclosed by the Contractor or independently discovered by the Agency, causes the Agency concern that the Contractor's ability or willingness to perform the Contract is jeopardized, then upon written demand by the Agency the Contractor shall provide to the Agency in writing all reasonable assurances to demonstrate that:

- (a) The Contractor will be able to perform the Contract in accordance with its terms and conditions; and

- (b) The Contractor and/or its Subcontractor(s) has not and will not engage in conduct in performing services for the Agency which is similar in nature to the conduct that is the subject of such action, proceeding, or investigation.

19.2 The Contractor shall report to the Agency's Contract Manager within twenty-four (24) chronological hours all known instances of Contractor's operational fraud or criminal activities relating to the Contract.

20.0 General Condition 45 (PUR 1000) is supplemented with the following:

20.1 In the event funds to finance the Contract become unavailable, or if federal and State funds upon which the Contract is dependent is withdrawn or redirected, the Agency may terminate the Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Agency shall be the final authority as to the availability of funds and will not reallocate funds earmarked for the Contract to another program thus causing "lack of funds." In the event that the Agency terminates the Contract for lack of funding or for convenience, the Agency shall reimburse Contractor for all documented and verifiable costs reasonably incurred for Contract work, provided that such work has been authorized per Sections 7.3 or 7.4 of the Scope of Work (Exhibit 1), and further provided that such costs do not exceed the agreed Contract price for such work.

20.2 In no event shall Contractor be entitled to receive, or the Agency obligated to pay, any amounts in excess of what is legally appropriated and available for the Agency to devote to Contract payments.

20.3 If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on part of the Agency or the State. The Agency agrees to notify the Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost of services paid under any other Contract or from any other source is not eligible for reimbursement under the Contract.

20.4 The Contractor shall cooperate and make available any documentation in order for the State and the Agency to comply with applicable federal statutes or laws relating to the funding of the Contract.

21.0 Ownership and Intellectual Property Rights

21.1 For purposes of this Section 21.0, and as this section affects other sections of the Contract, "Contractor Technology" means collectively the rights that Contractor, its Subcontractors, and its suppliers have created, acquired or otherwise possess in pre-existing computer software programs and other materials, along with rights that Contractor, its Subcontractors, and its suppliers may, in connection with the performance of the Contract service, employ, provide, modify, create, acquire or otherwise obtain in: various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques; models (including, without limitation, function, process, system and data models); templates; the generalized features of the structure, sequence and organization of software, user interface, and screen designs; general purpose consulting and software tools, utilities, and routines; logic, coherence, methods of operation of systems and hardware and computer software programs.

21.2 For purposes of this Section 21.0, and as this section affects other sections of the Contract, "Intellectual Property" means all rights in United States and foreign patents; patent applications; registered and common law trademarks and service marks, including any registrations for the same and applications therefore; copyrights and registrations for the same and applications therefore; trade secrets; proprietary information; and computer software, programs, and data.

21.3 For purposes of this Section 21.0, and as this section affects other sections of the Contract, "Custom Software" is any software, preliminary or final, that is created under the Contract for the Agency by Contractor or its employees, Subcontractors, or agents. Contractor's responses to ITN Attachment Q, System Requirements Response Matrix, shall be used to distinguish between existing functionality and Custom Software. All responses coded as "1 - customization required" shall be deemed Custom Software.

21.4 All data created by the Agency or received by the Contractor from the Agency, whether electronic or hardcopy, during the duration of the Contract are the property of the Agency and must be surrendered to the Agency upon expiration, termination or cancellation of the Contract at no cost to the Agency.

21.5 Contractor will retain ownership of all Intellectual Property rights in or related to all Deliverables that are developed and delivered by Contractor for use under the Contract; provided, however, that for existing hardware products, title to a hardware product shall pass to the Agency upon written acceptance. For Custom Software products, upon acceptance thereof and payment therefore in accordance with the Contract, the Agency and the State will own, and will have the right and license to use, such Deliverables. The Agency will not exclusively own any other computer code associated with such Deliverables, but it shall own a copy and may use it as set forth in the Contract. Such copy will be in both object code and source code form, and the related right and license to use will consist of the Agency and the State being able to load, execute, display, store, modify, and copy for the Agency purposes. Contractor agrees to provide a copy of the software code to the Agency along with each associated Deliverable or as otherwise agreed to by the Parties. The source code shall be in magnetic form on media specified by the Agency. Included with the available media shall be all associated documentation which will allow the Agency to load, compile and maintain the software in the event the Contract expires or is terminated. For clarification, with respect to Custom Software, effective upon creation Contractor hereby conveys to the Agency royalty-free, unlimited, nonexclusive, and irrevocable rights, title and interest to reproduce, publish or otherwise use and to authorize others to use software, modifications thereof and associated documentation. In return, the Agency hereby grants to Contractor a royalty-free, nonexclusive, perpetual license to reuse and remarket such Custom Software to others. When remarketing such Custom Software to others, Contractor shall make clear that ownership lies with the State of Florida.

21.6 To the extent that any Contractor Technology or Intellectual Property is contained in any of the Deliverables or required by the Agency for the operation of the UC Solution, Contractor grants to the Agency, and the Agency accepts, a non-exclusive, perpetual, nontransferable, internal use, license to use such Contractor Technology or Intellectual Property, in perpetuity, solely in connection with the Agency's use of the Deliverables and the UC Solution in accordance with any limitations set forth in the Scope of Work. The license remains valid despite, and shall survive, any termination or expiration of the Contract provided the Agency has made payment as provided in Exhibit 2, Financial Terms.

21.6.1 To the extent that such Contractor Technology includes any third party software or documentation, Contractor will obtain for the Agency the required non-exclusive, perpetual, nontransferable, internal use, license from the third party as part of the Deliverable.

21.6.2 To the extent that such Contractor Technology includes third party software (e.g. COTS) as part of the Deliverable and at no additional costs, either: (i) Contractor shall assign such licenses to the Agency, or (ii) Contractor shall obtain for the Agency from the applicable third party supplier a license to use the software products pursuant to the third party software supplier's standard terms and conditions.

21.6.3 Nothing in the Contract will require Contractor or the Agency to violate the proprietary rights of any third party in any software or otherwise.

21.6.4 The license granted herein also includes the right for the Agency to share the code with other State agencies it deems appropriate. The Agency agrees not to transfer or share any of the Contractor Technology or Custom Software to any other person or entity, including a governmental entity that is not owned by or operated on behalf of the State (excluding uFACTS customers), without the written prior permission of the Contractor.

21.7 Upon any termination or expiration of the Contract, Contractor shall transfer to the Agency and the State, in perpetuity, all use and license rights that are necessary for the deployment, implementation, and continuous operation and maintenance of the UC Solution or any such Intellectual Property developed directly or indirectly for deployment, implementation, operations or maintenance of the UC Solution. The transferred full-use rights shall be for code in addition to the Custom Software that is included in Deliverables. Code transferred before final acceptance shall be "as is" and without warranty.

21.8 Upon termination or expiration of the Contract, third-party service providers retained by the Agency shall have the right to access Contractor Technology or Intellectual Property to maintain the Agency's operations, including data processing, provided that such access is limited to State-provided equipment and systems. If the third-party service provider will have access beyond this limit, then (1) the Agency shall first give notice to Contractor of such third party, site of intended use of the product, and means of access, (2) the third party shall first execute a nondisclosure or restricted use agreement, and (3) the third party shall maintain a logical or physical partition within its computer system to restrict access to the program to that portion solely dedicated to

beneficial use for the Agency. The Agency shall not be liable for any third party's compliance or noncompliance with the terms of the nondisclosure agreement, nor shall the nondisclosure agreement create or impose any liabilities on the State or the Agency. Any third party with whom the Agency has a relationship for a State function or business activity shall have the temporary right to use the product, provided that such use shall be limited to the period during which the third party is using the product for the function or activity.

21.9 The Agency may use and copy the product and related documentation in connection with reproducing a reasonable number of copies for archival backup and disaster recovery procedures.

21.10 Except as expressly authorized by the terms of the Contract, the Agency shall not: copy the product; cause or permit reverse compilation or reverse assembly of the product or any portion; or export the product in violation of any U.S. Department of Commerce export administration regulations.

21.11 Contractor may periodically audit, no more than annually and at its expense, use of licensed product at any site where a copy resides provided that (1) Contractor gives the Agency at least thirty days written advance notice, (2) the audit is conducted during the Agency's normal business hours, (3) the audit is conducted by a State Inspector General's office or, at the Agency's option, by an independent auditor chosen by mutual agreement of the Agency and Contractor as follows: the Contractor shall recommend a minimum of three auditing/accounting firms, from which the Agency shall select one; in no case shall the Business Software Alliance, Software Publishers Association, or Federation Against Software Theft be recommended by the Contractor or used, directly or indirectly, to conduct audits, (4) Contractor and the Agency shall designate a representative who shall be entitled to participate, who shall mutually agree on audit format, and who shall be entitled to copies of reports, data, or information obtained from the audit, and (5) if the audit shows that the Agency was not in compliance, the Agency shall purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the Contract price then in effect or, if none, then at the Contractor's U.S. commercial list price. Once such additional licenses and capacities are purchased, the Agency shall be deemed to have been in compliance retroactively, and the Agency shall have no further liability of any kind for the unauthorized use of the product.

21.12 The Contract is subject to the terms of Section 365(n) of the United States Bankruptcy Code if Contractor files a bankruptcy petition. Contractor's failure to perform its continuing obligations shall constitute a material breach of the Contract excusing performance by the Agency. Royalty payments for use of Intellectual Property shall be separate from and independent of payments for performance of all other obligations under the Contract (e.g., continuing development obligations, maintenance and support obligations, obligations to provide updates, indemnity obligations, etc.).

21.13 Contractor hereby warrants and represents that with respect to the product and upgrades Contractor has not intentionally added and will not intentionally add any computer code that would disable the product or upgrades or impair in any way operation based on the elapsing of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes called "time bombs," "time locks," or "drop dead" devices) or that would permit the Contractor to access the product to cause such disablement or impairment (sometimes called a "trap door" device). The Contractor agrees that upon an alleged breach of this provision, the Agency shall not have an adequate remedy at law, including monetary damages, and, therefore, that the Agency shall be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any other remedies to which the Agency shall be entitled.

21.14 The United States Department of Labor shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under this Contract and funded by a federal grant; and any rights of copyright to which the Agency or the Contractor purchases ownership with grant support.

22.0 Performance Bond

Contractor shall furnish State an annually renewable performance bond in an amount equal to twenty percent (20%) of the Contract value, within thirty calendar days after the Effective Date. "Contract value" will not include pricing associated with the option years, or the value of any commercial products, but will include any amounts that any Change Orders increase the amount above the Firm Price in Exhibit 2 as of each annual renewal. Such bond shall be maintained throughout the term of the Contract, issued by a reliable surety that is licensed to do business in the State of Florida, and must include the following conditions:

- (a) Beneficiary - State shall be named as the beneficiary of the bond. Contractor's bond shall provide that the insurer or bonding company shall pay losses suffered by State directly to State.
- (b) Notice of Attempted Change - State shall receive thirty (30) calendar days prior written notice of any attempt to cancel or to make any other material change in the status, coverage or scope of the required bond or of Contractor's failure to pay bond premiums.
- (c) Premiums - State shall not be responsible for any premiums or assessments of the bond.
- (d) Purpose of Bond - The performance bond is to protect State against any loss sustained through failure of Contractor or any of its employees to faithfully perform the services required by the Contract. No payments shall be made to Contractor until the performance bond is in place.
- (e) To be acceptable to the Agency as surety for performance bonds, the Surety Company shall:
 - i. Have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in Florida,
 - ii. Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code,
 - iii. Be in full compliance with the provisions of the Florida Insurance Code,
 - iv. Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

Annually, before the anniversary date of the contract, the Parties will negotiate the amount of bond for the next year. Either party may initiate a Change Order to change the bond and must negotiate for each future years based on the value, as determined at the time of each yearly negotiation, of the remaining deliverables (not based on payments made) utilizing the change order process. Such bond amount will not be modified unless agreed to prior to the end of the bond's annual renewal date.

The surety bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State pursuant to the terms of the Contract. In no event shall the surety bond be construed as a penalty bond.

23.0 Change of Ownership

If a change of ownership of the Contractor is anticipated during the first twelve (12) months following the Contract effective date, the Contractor must notify the Agency in writing and describe the circumstances of such change and indicate when the change is likely to occur.

24.0 Minority and Service-Disabled Veteran Business Enterprise Reports

The Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and suppliers for the current month, and Project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified minority business enterprise and service-disabled veteran enterprise participant and a copy must be forwarded to the Agency's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The Agency's minority coordinator at (850) 245-7260 will assist with questions and answers.

25.0 Return of Funds

The Contractor shall return to the Agency any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Agency. In the event that the Contractor or its independent auditor discovers that overpayment has been made, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Agency. In the event that the Agency first discovers an overpayment has been made, the Agency will notify the Contractor by letter of such a finding which was paid contrary to the terms of the Contract. Should repayment not be made in a timely manner, the Agency shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Agency's Contract Manager, and made payable to the "Agency for Workforce Innovation."

26.0 Compliance with Laws

26.1 The Contractor shall comply with all applicable federal, State of Florida, and local laws governing its performance of the Contract, which may include, but not necessarily be limited to, those identified in this section. If there is any conflict between the provisions set forth in the Contract and the other standards set forth in federal or state law, it will be resolved in the following order of priority: (i) federal law, (ii) state law, (iii) the Contract Documents as described in paragraph 3 of the Base Agreement.

26.2 Section 403.7065, F.S., relating to procurement of products or materials with recycled content.

26.3 Rule 60-8.002, F.A.C., which establishes minimum accessibility standards for electronic and information technology resources.

26.4 Section 443.1113, F.S., relating to the Unemployment Compensation Claims and Benefits Information System.

26.5 The statutes and regulations specified in the separately executed Exhibit 5 entitled "Certifications and Assurances."

26.6 Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

26.7 Equal Employment Opportunity (E.E.O.): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 C.F.R. parts 33 and 37 as well as 41 C.F.R., part 60 and 45 C.F.R. part 80 if applicable.

26.8 Davis-Bacon Act as amended (40 U.S.C. 276a to 276a-7) and as supplemented by Department of Labor (DOL) regulations 29 C.F.R. part 5, the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 C.F.R. part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 C.F.R. part 5, regarding labor standards for federally assisted construction sub-agreements.

26.9 Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

26.10 Human Trafficking: The Contract is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Standard Federal Acquisition Regulation Clause 52.222-50, Combating Trafficking in Persons (Feb 2009), is hereby incorporated by reference as if fully set forth.

26.11 Construction or Renovation of Facilities Using Program Funds: The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the Agency or the federal government shall be entitled to a lien against said property.

26.12 Office of Management and Budget (OMB) Circulars, as applicable, e.g., A-21, A-87, A-102, OMB A-110, A-122, and A-133.

26.13 Public Announcements and Advertising: When issuing statements, press releases, request for responses, bid solicitation, and other documents describing the Project or programs funded in whole or in part with federal money, all Contractors receiving federal funds, shall clearly state: (1) the percentage of the total cost of the program or Project which will be financed with federal money; and (2) the dollar amount of federal funds for the Project or program. In addition, as required by Section 286.25, Florida Statutes, if the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Agency for Workforce Innovation." If

the sponsorship reference is in written material, the words "State of Florida, Agency for Workforce Innovation" shall appear in the same size letters or type as the name of the organization.

26.14 Funds awarded to and administered by the Agency under the American Reinvestment and Recovery Act (ARRA or the Recovery Act), must be utilized in accordance with all rules, regulations and guidance issued for this program by each awarding Agency through the close-out date of these federal funds. Accountability guidelines for the ARRA emphasize data quality, streamlining data collection, and collection of information that shows measurable program outputs. The ARRA also emphasizes transparency and frequent communication with the American public about the nature of the ARRA investments. The Contractor acknowledges that the federal government may promulgate, and the Contractor shall comply with, special reporting requirements and guidelines associated with ARRA funding. Present requirements are summarized in the Special Conditions for Contracts Using American Recovery and Reinvestment Act of 2009 Funds, as described in Section 29.0 of these Special Conditions. Contractor agrees to abide by the reporting requirements of ARRA in accordance with the implementing guidance issued by the Office of Management and Budget dated June 22, 2009 that addresses ARRA requirements, including that related to "vendors". The guidance can be accessed at the following link: http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf The Agency agrees that Contractor is a vendor for these purposes.

26.15 Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or search work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the awarding Agency.

26.16 The Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or part with federal funds.

26.17 The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

27.0 Information Resource Acquisition

The Contractor shall obtain prior written approval from the appropriate Agency approving authority for the purchase of any Information Technology Resource (ITR). The Contractor agrees to secure said prior approval by means of an Information Resource Acquisition (IRA) form, available from the Agency's Contract Manager, who will serve as liaison between the Contractor and the approving authority.

28.0 Liquidated Damages

28.1 The Agency expects the Contractor to perform its responsibilities and tasks as specified in the Contract. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the Agency and its claimants.

28.2 The Agency has chosen to address specific Project risks related to Contractor performance through the performance measures and associated financial consequences detailed in Sections 11.5 and 11.7 of the Scope of Work (Exhibit 1) and Section 16.12 of the Special Conditions (Exhibit 3). The liquidated damages described therein represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance as described therein, including financial loss as a result of Project delays. The liquidated damages provided for therein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the Parties to establish a reasonable estimate of the damages that will be incurred by the Agency in the circumstances described, and constitutes the Agency and State's sole and exclusive remedy, for the applicable non-performance giving rise to such liquidated damages, but they do not preclude other remedies for other breaches.

28.3 Isolated, non-material, failures to perform by the Contractor will not constitute breaches of the Contract and will instead be managed as detailed in the Scope of Work. However, should such instances of non-performance continue to occur over periods of time, they may amount to a material breach. The Parties intend to address such situations first through the Corrective Action Plan process outlined in Special Condition 10. If such

problems continue, the Agency reserves the right to seek to terminate the Contract for cause pursuant to General Condition 23 and to pursue recovery of actual losses resulting from the Contractor's failure to perform, unless such failures constitute those addressed by liquidated damages detailed in Sections 11.5 and 11.7 of the Scope of Work or Special Condition 16.12.

29.0 Special Conditions for Contracts Using American Recovery and Reinvestment Act of 2009 Funds

The contract to which these Special Conditions are attached may be funded, in whole or in part, with American Recovery and Reinvestment Act of 2009 ("ARRA") funds. Contractor shall comply with these Special Conditions and shall assure that all subcontracts and other contracts for an ARRA funded Project contain these Special Conditions. In the event of a conflict between these Special Conditions and any other Contract provision, these Special Conditions shall control any situation involving use of ARRA funds.

1. Compliance.

Contractor shall comply with all applicable provisions of ARRA and the regulations issued pursuant thereto, including but not limited to these Special Conditions. Any revisions to such provisions or regulations shall automatically become a part of these Special Conditions, without the necessity of either party executing any further instrument. The AWI may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

2. ARRA Contracts and Subcontracts.

Contractor shall include these Special Conditions in all of its contracts and subcontracts using ARRA funds, in whole or in part, and shall provide written notification of revisions hereto to all Parties to such contracts or subcontracts. Contractor shall ensure that all Subcontractors comply with applicable provisions of ARRA.

3. Conflict of Laws.

In the event of a conflict between the laws of the State of Florida or these Special Conditions and ARRA, ARRA shall control.

4. Posting with Employ Florida Marketplace.

In addition to any other job postings Contractor normally utilizes, Contractor shall post with Employ Florida Marketplace all positions for which it intends to hire workers as a result of being awarded this contract. Employ Florida Marketplace is located at <https://www.employflorida.com>

5. Whistleblower Protection. ARRA §1553.

Contractor shall not discharge, demote or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that the employee reasonably believes is evidence of: (a) gross mismanagement of a contract or grant relating to ARRA funds; (b) a gross waste of ARRA funds; (c) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (d) an abuse of authority related to implementation or use of ARRA funds; or (e) a violation of law, rule, or regulation related to a contract, including the competition for or negotiation of a contract or grant, awarded or issued relating to ARRA funds. Contractor shall post a notice of the rights and remedies available to employees under ARRA §1553 in all workplaces where employees perform work that is funded in whole or in part by money authorized under the ARRA. A sample notice can be found at:

<http://www.recovery.gov/Contact/ReportFraud/Documents/Whistleblower+Poster.pdf>.

Contractor specifically acknowledges that Contractor and its employees are aware of and shall abide by the provisions of ARRA §1553. Contractor shall include the language and requirements of this subsection ("Whistleblower Protection under §1553 of the ARRA") in all of its contracts and agreements with employees, Subcontractors and anyone else who performs work on behalf of Contractor.

6. False Claims Act, 31 U.S.C. §§3729-3733. Office of Management and Budget (OMB) Memorandum M-09-15 §5.9.

Contractor shall promptly refer to an appropriate federal Inspector General any credible evidence that a principal, employee, agent, contractor, Subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

7. Reporting of Fraud, Waste, and Abuse.

Contractor shall also refer promptly to Florida's Chief Inspector General any credible evidence that a principal, employee, agent, Contractor, Subcontractor, or other person has committed a criminal or civil violation of laws pertaining to fraud, waste, and abuse involving ARRA funds. The office can be reached by calling 850-922-4637 or by fax at 850-921-0817. A complaint may be filed at:

http://www.floridaoig.com/arra_complaint.html

8. Access of Government Accountability Office. ARRA §902.

Each contract awarded using ARRA funds must include a provision that provides the United States Comptroller General and his or her representatives with the authority to:

- (a) Examine any records of the Contractor or any of its Subcontractors, or any state or local Agency administering such contract, that directly pertain to, and involve transactions relating to, this contract or any contract or subcontract using ARRA funds; and
- (b) Interview any officer or employee of the Contractor or any of its Subcontractors, or of any state or local government agency administering the Contract, regarding such transactions.

Accordingly, the Comptroller General and his or her representatives shall have the authority and rights as provided under Section 902 of ARRA with respect to this contract, which is funded with ARRA funds. Section 902 further states that nothing in that section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

9. Authority of Inspector General. ARRA §1515.

Section 1515(a) of ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its Subcontractors, or other firms working on this contract. Section 1515(b) further provides that nothing in that section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

10. Wage Rate Requirements – Davis-Bacon Wage Determinations. ARRA §1606.

Contractor and its Subcontractors shall pay all laborers and mechanics employed on ARRA Projects by Contractor or any of its Subcontractors at wage rates not less than those prevailing on Projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Florida is available at:

<http://www.gpo.gov/davisbacon/FL.html>

11. Buy American Requirement - Construction. ARRA §1605.

All iron, steel and manufactured goods used in any ARRA Project for the construction, alteration, maintenance, or repair of a public building or public work shall be produced in the United States in a manner consistent with United States obligations under international agreements. This requirement can be waived only by the awarding federal agency in limited situations.

12. Fixed Price – Competitively Bid. ARRA §1554.

Contractor, to the maximum extent possible, shall award subcontracts as fixed-price subcontracts under this Contract using competitive bid procedures. Contractor shall provide to the AWI a summary of any contract or subcontract awarded using ARRA funds that is not fixed-price or not awarded using competitive procedures.

13. Prohibition on Use of Funds. ARRA §1604.

ARRA funds shall not be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

14. One Time Funding. OMB Memorandum M-09-15 §5.9.

Contractor acknowledges and understands that ARRA funding is one time funding.

15. Segregation of Costs. OMB Memorandum M-09-15 §1.8.

Contractor shall segregate obligations with respect to and expenditures of ARRA funds from other sources of funding. ARRA funds shall not be comingled with any other funds or used for a purpose other than the payment of costs allowable under ARRA.

16. Reporting. ARRA §1512, FFATA §2.

The AWI may require that the Contractor provide reports and other employment information as evidence to document the number of jobs created and/or retained by this Project for the Contractor's own workforce and the workforce of any Subcontractors. No direct payment shall be made to Contractor for providing any reports required under these Special Conditions, as the cost of producing such reports shall be deemed included in the contract price. The reporting requirements are based on guidance from OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this contract and shall become part of Contractor's obligations under this Contract. The State may provide written notice to Contractor of any such change, but such notice shall not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements.

17. Event of Default.

Failure to comply with these Special Conditions shall constitute an event of default under the Contract and the State of Florida may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the notice period. This remedy will be in addition to any other remedy available to the State of Florida under the Contract, at law or in equity.

30.0 State Policy Objectives

Within thirty (30) days following the Effective Date, the Contractor shall submit a written plan addressing the State's policy objectives listed below, to the extent applicable to the items/services covered by this solicitation.

1. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Contractor's plan shall support the procurement of products and materials with recycled content. The Contractor shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Contractor. Reference Rule 62-730.160, Florida Administrative Code. The Florida Department of Environmental Protection requires that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. The Contractor shall include this identification number in its plan and shall explain in detail its handling and disposal of waste.
2. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. See General Condition 41.

The Contractor's plan shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Contractors using RESPECT as a Subcontractor shall provide written proof of a Subcontractor agreement for this solicitation with RESPECT with their plan. The written documentation shall be a one (1) page letter supplied by the Subcontractor on its letterhead stationery, clearly identifying the Agency Solicitation Number, the Project title, and the Contractor with whom RESPECT intends to subcontract.

3. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. See General Condition 40.

The Contractor's plan shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Contractors using the use of PRIDE as a Subcontractor shall provide written proof of a Subcontractor agreement for this solicitation with PRIDE with their plan. The written documentation shall be a one (1) page letter supplied by the Subcontractor on its letterhead stationery, clearly identifying the Agency Solicitation Number, the Project title, and the Contractor with whom PRIDE intends to subcontract.

EXHIBIT 4 – GENERAL CONDITIONS STATE OF FLORIDA – PUR 1000

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this Contract. The following additional terms are also defined:
 - a. "Contract" means the legally enforceable agreement that results from a successful solicitation. The Parties to the Contract will be the Customer and Contractor.
 - b. "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
 - c. "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
 - d. "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
2. Purchase Orders. [Deleted by Special Condition 1.0]
3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.
4. Price Changes Applicable only to Term Contracts. [Deleted by Special Condition 2.0]
5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
7. Inspection at Contractor's Site. [Deleted by Special Condition 3.0]
8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of Defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor

shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the UC Solution. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with Sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

If a payment is not available within 40 days, a separate interest penalty of .0001644 percent per day will be due and payable, in addition to the invoice amount, to the Contractor. Payments to health care providers for hospital, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .0003333 percent. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Agency.

[This General Condition is supplemented by Special Condition 4.0.]

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.
17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

[This General Condition is supplemented by Special Condition 5.0]

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, F.S. and Section 216.347, F.S. The Contractor shall not, in connection with this or any other Contract with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other Contract between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

[This General Condition is supplemented by Special Condition 6.0]

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or Subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or Subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor; (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this Contract.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

[This General Condition is supplemented by Special Condition 7.0]

21. Suspension of Work. [Deleted and replaced by Special Condition 8.0]
22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

[This General Condition is supplemented by Special Condition 9.0]

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

[This General Condition is supplemented by Special Condition 10.0]

24. Force Majeure, Notice of Delay, and No Damages for Delay. [Deleted and replaced by Special Condition 11.0]
25. Changes. [Deleted and replaced by Special Condition 12.0]
26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both Parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
27. Purchase Order Duration. Purchase orders issued pursuant to a state term or Agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the Contractor after close of business on the last day of the state term or Agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or Agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or Agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order.

However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the Contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or Agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or Agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or Agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or Agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, F.S., the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

[This General Condition is supplemented by Special Condition 13.0]

29. Assignment. [Deleted and replaced by Special Condition 14.0]
30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the Parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the Parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. [Deleted and replaced by Special Condition 15.0]
33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, Subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and Subcontractors. The warranties of this paragraph shall survive the Contract.

[This General Condition is supplemented by Special Condition 16.0]

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, Subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, Subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

[This General Condition is supplemented by Special Condition 17.0]

35. Insurance Requirements. [Deleted and replaced by Special Condition 18.0]
36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

[This General Condition is supplemented by Special Condition 19.0]

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the Agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by Section 287.017 of the Florida Statutes.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in Section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the Agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org/Products_Services.aspx
41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the Contract shall be purchased from a nonprofit Agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the State Agency insofar as dealings with such qualified nonprofit Agency are concerned." Additional information about the designated nonprofit Agency and the products it offers is available at <http://www.respectofflorida.org>
42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
45. Annual Appropriations. The State's performance and obligation to pay under the Contract are contingent upon an annual appropriation by the Legislature.
[This General Condition is supplemented by Special Condition 20.0]
46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT 5 – CERTIFICATIONS AND ASSURANCES

AWI will not award a Contract where Contractor has failed to complete the CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this Contract, Contractor hereby provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117 and House Resolution (H.R.3571)

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45, CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that AWI and the United States has the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform AWI immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117 and H.R. 3571).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117) and the federal funding restrictions of covered organizations as defined in the Defund ACORN Act (H.R. 3571).

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

By signing below, Contractor certifies the representations outlined in parts A through E above are true and correct.


_____, Principal

(Signature and Title of Authorized Representative)

Deloitte Consulting LLP February 8, 2011

Contractor Date

1203 Governors Square Blvd. Suite 400

(Street)

Tallahassee, Florida 32301

(City, State, ZIP Code)