

**CONTRACT FOR
INFORMATION TECHNOLOGY MODERNIZATION PROGRAM
SYSTEM INTEGRATOR**



**BETWEEN
THE STATE OF FLORIDA
Department of Legal Affairs
Office of the Attorney General
AND
NTT DATA, INC.**

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OAG and NTT Data, Inc.

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This Contract is between the STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS (OAG), an agency of the State of Florida with offices at The Capitol, PL-01, Tallahassee, Florida 32399-1050, and NTT DATA, INC. at 7950 Legacy Drive, Suite 900, Plano, Texas 75024.

The Contractor responded to the OAG's ITN DLA-2019.05, "Information Technology Modernization Program System Integrator" (the ITN). The parties enter into this Contract in accordance with the terms and conditions of the solicitation.

The parties agree as follows:

1. SCOPE OF WORK

The Contractor's obligations for the provision of "Information Technology Modernization Program (ITMP) System Integrator services are specified in detail in **Attachment A** to this Contract, the SCOPE OF WORK, from Section 4 of the ITN, **Attachment D**, High Level ECM Requirements, and **Attachment C**, Deliverables, Tasks, Due Dates, Performance Measures and Financial Consequences. The General Contract Terms from PUR 1000 are attached as **Attachment F**. This contract takes precedent if there is any conflict between the terms of PUR 1000 and this contract. All referenced attachments are hereby incorporated by reference.

2. DEFINITIONS

The following definitions apply in addition to the definitions in PUR 1000.

Business Days	Any days between Monday through Friday, inclusive, except for state holidays observed by the OAG or any day state offices are officially closed.
Calendar Days	Any day, including weekends and holidays.
Case Management System (CMS)	Case Management System is the coordination of services surrounding an individual, group, or specific issue. Case Management is the primary business process in the commission of the duties of the OAG.
Change Process	The procedure set forth and defined in Section 8, Contract Changes, of this Contract for the parties to initiate and effect any change to the Deliverables.
Commercial Off the Shelf (COTS)	Commercial Off the Shelf are packaged solutions which are then adapted to satisfy the needs of the OAG, rather than the commissioning of custom-made solutions.
Criminal Justice Information System (CJIS)	Criminal Justice Information System is the FBI's system that provides a range of state-of-the-art tools and services to law enforcement used by the OAG in several bureaus, national security and intelligence community partners, and the general public. The CJIS Security Policy is available for review at: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center .

Closure Report	Report to assess the project, ensure completion, and derive any lessons learned and best practices to be applied to future projects. The report will confirm the project has met all sponsor, customer, and stakeholder requirements and verify that all deliverables have been delivered and accepted
Customer Relationship Management (CRM)	Customer Relationship Management is a technology for managing all agency relationships and interactions with customers and potential customers.
Design, Development and Implementation (DDI)	Design, development and implementation activities begin after the planning, business process standardization, requirements definition, and procurement strategies associated with various goods (COTS) and services have been completed.
Discovery Sessions	Real-live version of a project brief after live discovery. Sessions will consist of a series of meetings that uncover the needs of the OAG and define what was found during the different phases of live discovery.
Enterprise Content Management (ECM)	ECM is an umbrella term covering document management, web content management, search, collaboration, records management, digital asset management, workflow management, capture and scanning.
Electronic Document Management System (EDMS)	EDMS is a system (based on computer programs in the case of the management of digital documents) used to track, manage and store documents and reduce paper.
IBM Notes/Domino	IBM Notes/Domino is a platform for hosting business-focused collaboration applications. IBM Notes or IBM Notes/Domino are interchangeable throughout this Invitation to Negotiate.
Information Technology Modernization Program (ITMP)	Information Technology Modernization Program is the technology solution(s) and contractors that will modernize the business environment at the OAG and meet OAG strategic objectives through implementation of modern system functions and infrastructure.
IV-B-ITMP Study	A study commissioned by the OAG prior to implementation which is the basis for approved legislative funding to begin the initial phase of ITMP implementation: http://floridafiscalportal.state.fl.us/Document.aspx?ID=17245&DocType=PDF
OAG Executive Steering Committee	The OAG ITMP advisory committee comprised of high-level stakeholders and experts providing guidance on key issues such as policy and objectives, budgetary control, procurement strategy, resource allocation and decisions involving large expenditures.
OAG Lead Program Manager	OAG Lead Program Manager, in coordination with designated OAG staff, will provide oversight of the selected ITMP SI.
Operations Transition Plan (OTP)	The Operations Transition Plan is a plan that includes methods to ensure a seamless transition to new solutions at the time of deployment as well as transition of operations and knowledge transfer.

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SIRE	The OAG's current (at the time of contract execution) EDMS which is used as a file repository for archiving documents in keeping with the standards and procedures for records retention. SIRE is reaching end of life with no further enhancements. The OAG has nearly 15.25 Terabytes of data, comprised of over 176 million records. This number is growing at the rate of approximately 1.5 Terabytes of data per year.
Software as a Service (SaaS)	Software as a Service.
Systems Integrator (SI)	SI is a person or company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together, a practice known as system integration. For the purposes of this contract, the SI is the Contractor or an employee of the Contractor, dedicated full-time to the ITMP.
State	State will be synonymous with the State of Florida and its various agencies and other governmental subdivisions.
Status Reports	Reports that will detail progress on all tasks and deliverables in a written format agreed to by OAG and submitted to the Contract Manager (Or OAG Project Manager, at a minimum,) on the first Monday of each month, unless the Monday is a recognized state of Florida holiday, then the Status Report will be submitted the following business day.
Subcontractor	Any firm or person other than an employee of a Contractor who performs any services required by the Contract for compensation, upon OAG approval.
Vendor Bid System (VBS)	The system which allows all State Agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services. It also permits registered Vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases. The state of Florida's internet-based vendor information system at: http://vbs.dms.state.fl.us/vbs/main_menu

3. TERM

3.1. Initial Term

The initial term of the Contract will be for three years. The initial Contract term will begin on August 30, 2019, or on the last date it is signed by all parties, whichever is later.

3.2 Renewal Term

This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the OAG and will be subject to the availability of funds.

3.3 Termination

The following terms apply in addition to the termination provisions in PUR 1000 sections 22 and 23.

In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under this Contract will be made available to and for the use of the OAG.

Notwithstanding the above, the Contractor will not be relieved of liability to the OAG for damages sustained by the OAG by any termination of this Contract by the Contractor. In the event this Contract is terminated, the Contractor will be reimbursed for services satisfactorily completed subject to any such damages.

4. COMPENSATION

4.1 Payment

This is a fixed price, fixed fee and unit cost contract. The OAG will pay the Contractor based on the amounts specified in **Attachment B, Price/Rate Sheet**. The total contract amount is not to exceed \$12,440,432.79 for the initial term and payments will be made upon submittal of deliverables pursuant to the schedule in **Attachment C**.

4.2 Advance Payment

Contractor may request advance payment for up to three months of anticipated expenses, not to exceed one quarter of the total contract amount, and subject to approval by the Florida Department of Financial Services.

4.3 Invoices

The Contractor must submit a properly completed invoice to the Contract Manager within 30 calendar days from the end of each payment period which will be monthly. Invoices will be submitted in the format specified by the OAG.

4.4 Bills for Travel

Bills for travel expenses are not permitted under the terms of this contract.

4.5 Final Invoice

Unless renewed or extended, the final invoice must be received within 30 calendar days immediately following contract expiration.

4.6 Appropriations

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

4.7 Corrective Action Plan (CAP)

Using this Contract as the basis, the OAG, at its sole discretion, is authorized to identify contracted deficiencies within the Contractor's performance and may request a proposed Corrective Action Plan (CAP) to correct the deficiencies. Use of a CAP does not eliminate the imposition of financial

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consequences for failure to perform as specified, or any other remedy available by law.

4.8 Deliverables, Tasks, Performance Measures and Financial Consequences

Pursuant to section 287.058, this Contract is divided into “quantifiable, measurable, and verifiable” units of deliverables that must be received and accepted in writing by the Contract Manager before payment. Each deliverable must be directly related to the scope of work, which will clearly establish the tasks that are required to be performed.

The Contract also contains performance measures which specify the required minimum level of acceptable service to be performed and financial consequences that will apply if the Contractor fails to perform in accordance with the stated performance measures. The performance measures and financial consequences are based on deliverables, and the tasks that made up the deliverables, as identified by and agreed to by both parties. Financial consequences will be a stated reduction for failure to meet the required performance measure, which will be assessed on invoiced amounts.

The Deliverables, Tasks, Performance Measures and Financial Consequences specific to this contract are set forth in Attachment C.

4.8.1 Financial Consequences

In addition to the financial consequences specified in Attachment C, the following financial consequences will apply throughout the contract term:

- a. \$250 per occurrence for failure to complete initial and renewal background screenings within required timeframes given or if delay of project results.
- b. \$500 per occurrence for failure to complete initial and renewal CJIS Security Awareness Training requirements for staff prior to or after being given access to OAG data within required timeframes provided by the OAG or if a delay in project results.

4.9 Acceptance of Deliverables

4.9.1 All Deliverables will be evaluated against the defined Performance Measures that are established within or pursuant to, Attachment C– Deliverables, Tasks, Due Dates, Performance Measures and Financial Consequences. Due dates for Project Deliverables are set forth in Attachment C, as defined under Deliverable Due Date. Other due dates for other Project Deliverables may be set forth in the Project Schedule. The OAG recommends the Contractor submit Deliverables for the below defined acceptance review process no later than 20 calendar days prior to the Deliverable Due Date. Upon receipt of a Deliverable, the OAG will use the following Deliverable acceptance review process:

- a. The OAG will complete its review of a Deliverable within five business days after initial receipt of a Deliverable.
- b. The OAG may return a Deliverable for modification if it fails to meet any Performance Measures or feature required to ensure the successful ITMP functionality and will provide written notification of the reasons for non-acceptance.

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- c. The Contractor will have up to three business days after receiving a request for modification to cure and return the Deliverable to the OAG.
- d. The OAG will have an additional three business days to review the modified Deliverable, and to request additional revisions or modifications if necessary.
- e. The review process may continue with each party having three days to review or make modifications until the Deliverable is accepted. This review process does not change the Deliverable Due date.
- f. For Contract modification, the Contractor or the OAG will submit a request in writing by email to the Contract Manager for consideration and follow the process set forth in Section 8, Contract Changes, of the contract.
- g. The parties will work together in good faith to achieve acceptable deliverables.

4.9.2 If a Deliverable, which was timely submitted for the acceptance review process, is not accepted by the OAG by the specified Deliverable Due Date, financial consequences may be assessed unless otherwise agreed to by the Contract Manager and Contractor, or their designee, in writing.

4.9.3 Deliverable Performance Measures for the Contractor's Deliverables are set forth in Appendix 2. The OAG's acceptance of a Deliverable will not constitute a waiver of the OAG's rights or remedies for any deficiencies that were present in the Deliverable at the time of the OAG's acceptance or that were subsequently introduced by the Contractor or Subcontractor; nor will it preclude the OAG from declining to accept a subsequent Deliverable that does not operate properly due to deficiencies in a previously accepted Deliverable. For the avoidance of doubt, the preceding sentence does not give the OAG the right to reject a previously accepted Deliverable, nor will it provide the OAG the opportunity to apply financial consequences in arrears. Attachment C will not operate to amend this provision.

4.9.4 Unless specifically provided for elsewhere in this Contract, the OAG Contract Manager has the responsibility to communicate acceptance of Deliverables to the Contractor in writing. In the case of non-acceptance, the OAG Contract Manager will provide written notice to the Contractor that includes reasons for non-acceptance.

5. INDEMNIFICATION

Contractor is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

Contractor's inability to evaluate liability or its evaluation of no liability will not excuse Contractor's

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duty to defend and indemnify the OAG within seven calendar days after certified mail or courier delivery notice from the OAG. Only adjudication or judgment after highest appeal is exhausted specifically finding Contractor not liable will excuse performance of this provision. Contractor will pay all costs and fees related to this obligation and its enforcement by the OAG. The OAG's failure to notify Contractor of a claim will not release Contractor of the above duty to indemnify. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

6. CONTRACT DOCUMENT

This Contract constitutes the entire understanding of the parties and consists of the documents listed. In the event there is a conflict between these documents, the conflict will be resolved in the following order of priority:

- a. This Contract
- b. Scope of Work (**Attachment A**)
- c. Price/Rate Sheet (**Attachment B**)
- d. Deliverables, Tasks, Due Dates, Performance Measures and Financial Consequences (**Attachment C**)
- e. High Level ECM Requirements (**Attachment D**)
- f. Application EULA documents (**Attachment E**)
- g. General Contract Conditions - PUR 1000(10/06), which are incorporated by reference, and available at (also see **Attachment F**)
<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>
- h. [ITN DLA-2019.05](#), "Information Technology Modernization Program System Integrator" (incorporated by reference)
- i. NTT Data, Inc.'s Best and Final Offer to ITN DLA 2019.05, dated August 7, 2019 (incorporated by reference)
- j. NTT Data, Inc.'s Reply to ITN DLA 2019.05, dated March 5, 2019 (incorporated by reference)

7. CONTRACT ADMINISTRATION

7.1 Contract Administrator

The OAG's Contract Administrator is responsible for all aspects of contract administration including but not limited to: creation and maintenance of the contract file, managing changes to the contract, maintaining financial information, and entering contract information into the OAG's contract tracking system (CTRS). As of the effective date of the Contract, the Contract Administrator is:

Hallie Coombs

Bureau of General Services

Office of Administrative Services

Florida OAG of Legal Affairs

Physical Address: 107 West Gaines Street Tallahassee, FL 32301

Mailing Address: PL-01 The Capitol Tallahassee FL 32399-1050

Phone: (850) 414-3417

Email: Hallie.coombs@myfloridalegal.com

In the event the OAG changes the Contract Administrator, the OAG will notify the Contractor's

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Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.2 Contract Manager

The OAG's Contract Manager is responsible for all aspects of contract management including but not limited to: managing the receipt, certification, and payment of commodities and contractual services; monitoring and evaluating contractor performance and end user satisfaction; serving as the point of contact for the OAG and contractor; and maintaining a contract management file. As of the effective date of the Contract, the Contract Manager is:

Douglas (Doug) Smith

Office of Information Technology

Florida OAG of Legal Affairs

Physical Address: 107 West Gaines Street Tallahassee, FL 32301

Mailing Address: PL-01 The Capitol Tallahassee FL 32399-1050

Phone: (850) 414-3511

Email: Douglas.smith@myfloridalegal.com

In the event the OAG changes the Contract Manager, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.3 Contractor's Representative

The Contractor will assume sole responsibility for providing the commodities and services offered in its Response, whether or not the Contractor is the provider of said commodities and services or any component thereof. The OAG will consider the Contractor's Representative to be the sole point of contact with regard to contractual matters. As of the effective date of the Contract, the Contractor's Representative is:

Rick Johnson

Client Executive/NTT DATA, Inc.

Address: 1660 International Drive, Suite 300, McLean, Virginia 22102

Phone: 703-338-0336

Email: rick.johnson@nttdata.com

In the event the Contractor changes the Contractor's Representative, the Contractor will notify the OAG's Contract Administrator and Contract Manager in writing. Such changes do not require a formal written amendment to the Contract.

8. CONTRACT CHANGES

8.1 Changes to the Services

8.1.1 The OAG and the Contractor will follow the Project's change management process specified below unless or until further supplemented in the PMP (collectively "Change Process"). If the Contractor or the OAG initiates a change, the Contractor will, without undue delay, examine and identify to the OAG the implications of the requested change on Deliverables including scope, schedule, and pricing and furnish a proposed Contract Amendment, if applicable. The OAG will review the proposed change to examine the

implications of the requested change. The OAG may accept the Contractor's proposal for change, reject it, or reach another agreement with the Contractor. If the Contractor proposes functional equivalents or substitutions, the OAG will determine in its sole discretion whether the modified solution is acceptable as an equivalent. Substitutions will meet or exceed the applicable requirements set forth in the Contract unless otherwise agreed to by the Parties in writing.

8.12 If the Contractor believes the OAG's requested change should not be implemented, the Contractor will make a recommendation to the OAG Contract Manager in writing but will nevertheless follow the Change Process and carry out the change as directed by the OAG.

8.2 Amendment and Change Scheduling

The Contractor will not begin performing services pursuant to a change before receiving the OAG's written approval of the change or a Contract Amendment has been executed. If the Contractor begins such services prior to the approval of the change or the execution of the Contract Amendment, such activities will be considered to be performed gratuitously by the Contractor, and the Contractor will not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. Any Contract Amendment resulting from a Change Process under this Contract will list (or indicate by reference to the appropriate Contract Attachment) the prices for all services, equipment, and commodities to be provided thereunder. The most recent Contract Amendment will take precedence over other conflicting provisions of this Contract and any previous Contract Amendments.

9. COMPLIANCE WITH LAWS

9.1 Governing Law

This Contract will be construed, performed, and enforced in accordance with the laws and rules of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision will be deemed stricken and the remainder of the Contract will remain in full force and effect. Any, and all litigation arising under this Contract will be instituted in the appropriate court in Leon County, Florida.

9.2 Compliance

The Contractor will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, Florida Statutes and Florida Administrative Code Chapter 60A govern the Contract. The Contractor will comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements will be grounds for Contract termination or nonrenewal of the Contract.

9.3 Notice of Legal Actions

The Contractor will notify the OAG of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 days of the action being filed. The Contractor will notify the OAG of any legal actions filed against it for a breach of a contract of

similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the OAG of a legal action within 30 days of the action will be grounds for termination or nonrenewal of the Contract.

9.4 Public Entity Crime and Discriminatory Vendors

Pursuant to Sections 287.133 and 287.134, Florida Statutes, the following restrictions apply to the persons placed on the convicted vendor list or the discriminatory vendor list.

9.4.1 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

9.4.2. Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Contractor will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

10. LIABILITY AND WORKER'S COMPENSATION INSURANCE

This paragraph modifies Section 35, of the PUR 1000.

Contractor will provide adequate liability insurance coverage on a comprehensive basis and will hold such liability insurance at all times during the existence of this contract and any renewals and extensions of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in Section 768.28, Florida Statutes, Contractor accepts full responsibility for identifying and determining the type and extent of liability insurance necessary to provide reasonable financial protections for Contractor. The limits of coverage under each policy maintained by Contractor do not limit Contractor's liability and obligations under this contract. Upon the execution of this contract, Contractor must furnish the OAG written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The OAG reserves the right to require additional insurance .

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract will not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies will be through insurers authorized to write policies in Florida.

11. PUBLIC RECORDS

11.1 Public Records Request for Confidential Information

The Contractor will keep and maintain public records required by the OAG to perform all services required under this Contract. A request to inspect or copy public records relating to this Contract must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will notify the Contractor of the request. Upon receiving such a notification and request from the OAG's Custodian of Public Records, the Contractor will provide the OAG with a copy of the request records, at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Contractor must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Contract, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of Section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the OAG.

If the Contractor fails to comply with the OAG's request for records, then the failure constitutes grounds for unilateral cancellation of this Contract by the OAG at any time, with no recourse available to the Contractor. Further, any Contractor who fails to provide the public records to the OAG within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Upon completion of this Contract, the Contractor will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Contract, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Contractor. If the Contractor transfers all public records to the OAG upon completion of the Contract, the Contractor will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor will meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 414-3634, publicrecordsrequest@myfloridalegal.com OFFICE OF THE ATTORNEY

GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.**11.2 Indemnification**

Contractor will protect, defend, and indemnify the OAG for all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the OAG is authorized to produce the entire documents, data, or records submitted to the OAG in answer to a public records request or other lawful request for these records.

11.3 Confidential Information in Possession of Contractor

During the Contract, the Contractor may have access to information that is confidential, exempt, or otherwise protected information. The Contractor must comply with the **Scope of Work, Attachment A**. Maintaining confidentiality and security of information which is in possession of the Contractor pursuant to this Contract is a material provision of this Contract. Failure to maintain the confidentiality and security required by the **Scope of Work, Attachment A** will result in termination of this contract for cause.

12. INTELLECTUAL PROPERTY

All patents, copyrights, and trademarks arising, developed, or created in the course of, or as a result of the Contract are the property of the OAG and nothing resulting from Contractor's services or provided by the OAG to the Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without the prior written permission of the OAG. **This paragraph does not apply to the OAG's purchase of a license for Contractor's intellectual property or if otherwise specified in the Statement of Work.**

13. DATA MANAGEMENT

The OAG will have the right to establish backup security for any State Data and to keep backup copies of State Data in its possession if it chooses. At the OAG's contract manager or designee request, the Contractor will provide the OAG with downloads of State Data to enable the OAG to maintain such backup copies.

13.1 Ownership and User Rights

The State is and will remain the owner of all State Data made available by the State to the Contractor or its agents, Subcontractors, or representatives pursuant to this Contract, and all modifications to State Data, (even if made by the Contractor or a Subcontractor), regardless of whether the Contractor or the OAG is in possession or control of the State Data. The Contractor and its Subcontractors will not use the State Data for any purpose other than providing the Services, nor will any part of the State Data be disclosed, sold, assigned, leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor or any Subcontractor. The Contractor and its Subcontractors will not possess or assert any lien or other right against State Data.

13.2 Hardware and Equipment

Except as this Contract expressly provides otherwise, as between the State and the Contractor (or its Subcontractor), the Party that furnishes hardware or equipment for its or the other Party's use during performance of the Project will be and remain the owner (or lessor, where applicable) of the hardware or equipment furnished by it.

13.3 Rights in Deliverables and Work Products

Deliverables and Work Products prepared by the Contractor and its Subcontractors may consist of or contain any (or any combination) of the following: (i) Background Intellectual Property (IP), including Commercial Off the Shelf (COTS) software, templates, frameworks, and other materials) owned by the State, the Contractor, a Subcontractor, or a third-party licensor; (ii) Custom IP developed during performance of the Contract specially for (or by) the State; and (iii) customizations or add-ons to, or derivative works of, a Party's Background IP. Regardless of who creates or participates in the creation of the foregoing, ownership of and use rights in them will be as set out in the remainder of this Section 13.3, consistent with the requirements of Section 287.0571(5)(k), Florida Statutes., which provides that any copyrightable or patentable Intellectual Property produced as a result of work or services performed under the Contract, or in any way connected with the Contract, will be the property of the State, with only such exceptions as are clearly expressed and reasonably valued in the Contract. In the case of any Solution component, Deliverable, or Work Product for which the OAG enters into a signed License with the owner or licensor thereof, such License's terms will supersede those set forth herein that would otherwise apply.

14. OVERSIGHT

141 Department of Management Services, Division of State Technology (successor to the Agency for State Technology)

The Contractor understands its duty to comply with the Florida Information Technology Project Management and Oversight Standards as defined in Florida Administrative Code Chapter 74-1. The Contractor will ensure the Division of State Technology has access to the necessary data and reports to support compliance.

142 Independent Verification and Validation (IV&V)

The OAG reserves the right to contract for third-party consultant services to deliver IV&V in accordance with Florida Administrative Code Chapter 74-1. The OAG will use reasonable efforts to minimize the disruption to the business operations of the Contractor and its Subcontractors by IV&V.

15. E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to the Office of the Governor Executive Order Number 11-116, Contractors will utilize the U.S. OAG of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and include in any subcontracts an express requirement that subcontractors performing work or providing services pursuant to the State.

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The Contractor will utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

16. GEOGRAPHIC LOCATION OF DATA SERVICES

The State of Florida requires that all data generated, used, or stored by the Contractor pursuant to the Contract will reside and remain in the U.S. and will not be transferred outside of the U.S. The State of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the U.S.

17. RECORDS RETENTION

The Contractor will retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor will retain all documents related to this Contract in compliance with the rules of the Florida OAG of State.

18. GIFTS

The Contractor will not offer to give or give any gift to any State of Florida employee. This Contractor will ensure that its subcontractors, if any, will comply with this provision.

19. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established within the OAG of Financial Services. The duties of this office are found in Section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from the OAG. The Vendor Ombudsman may be contacted at (850) 413-3431.

20. MONITORING BY THE OAG

The Contractor will permit all persons who are duly authorized by the OAG to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure the OAG of satisfactory performance of the terms and conditions of this Contract. Following such review, the OAG will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the OAG's termination rights.

21. AUDITS

The OAG may conduct or have conducted performance and compliance audits of all areas of the Contractor and subcontractors as determined by the OAG. The OAG may conduct an audit and review all the Contractor's (and subcontractors') data and records that directly relate to the Contract Services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the OAG upon five days' notice, during normal

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working hours. Release statements from its subcontractors, partners or agents are not required for the OAG or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

22. PREFERRED PRICE AFFIDAVIT OR PROOF OF SERVICE FORM REQUIREMENT

During the contract term, if the OAG becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the contract, but upon the same or similar terms of the contract, then at the discretion of the OAG the price under the contract will be immediately reduced to the lower price, per Section 4(b) of PUR 1000, (10/06), Florida Administrative Code Rule 60A-1.002, State Purchasing Forms. The Contractor will submit to the OAG from an authorized representative, at least annually, attesting that the Contractor is in compliance with the Best Pricing Offer provision.

23. INDEPENDENT CONTRACTOR

The parties agree that the Contractor, its officers, agents and employees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee or agent of the State.

24. PRESERVATION OF REMEDIES

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, will impair any such right, power or remedy of either party; nor will delay or omission be construed as a waiver of any such breach or default, or any similar breach of default thereafter.

25. UNAUTHORIZED EMPLOYMENT

The employment of unauthorized aliens by a Contractor is considered a violation of Section 274 A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of the agreement.

26. HIPAA COMPLIANCE

The Contractor must meet all federal and state regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Florida Statutes.

HIPAA requires, among other things, that the confidentiality of Personal Health Information (PHI) is ensured. This includes physical and logical security of data, encryption of data in transit, proper disposal and destruction of data on any media (electronic or hardcopy), and release of data only to authorized recipients.

27. DELEGATION OF OBLIGATIONS UNDER THE CONTRACT

27.1 Subcontractors

The Contractor may use subcontractors for the provision of services specified under this contract with the prior written approval of the OAG. The Contractor will be responsible for its subcontractors' work under the contract, including consequences which result from the subcontractor's non-performance. Nothing in this Contract grants any rights or remedies to any person other than the Contractor and OAG. Nothing in this contract creates a third-party beneficiary relationship between the OAG and any subcontractors or employees of the Contractor.

27.2 Assignment

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the OAG. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the OAG expressly waives such secondary liability. The OAG may assign the Contract with prior written notice to Contractor.

28. SECURITY

High Confidentiality: preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.

High Integrity: guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity.

Medium Availability: ensuring timely and reliable access to and use of information with minimal downtime during normal business hours.

Maintaining security is a material portion of this Contract and failure to maintain these standards may result in the consequences for non-performance described in Section 4.8 of the contract, including, but not limited to indemnification of the state from any liability caused by the breach.

29. BACKGROUND SCREENING REQUIREMENTS

29.1 Definitions

Person" or "Persons" means any Contractor employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons, operating under the direction of the Contractor with access to State data, or who enter the premises and facilities of OAG, or both.

"Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether said information is confidential information or personal information. Data may be in any form, including but not limited to, in storage media,

stored in the memory of the computer, in transit or presented on a display device, or a hard copy.

The Contractor will ensure the background screening required below is conducted on all persons directly entering any OAG facility and performing services under the Contract whether or not the person has access to State data, as well as those persons who are not performing services under the Contract but have access, including indirect access, to State data.

29.2 Background Screening Required

The Contractor will not allow any Person to provide services under this contract, have access to any State data, or enter any facility of the OAG until that person has been cleared by the OAG under the standards and procedures provided below:

1. The Contractor will ensure that each person will be screened as a prior condition for performing services, having access to State data, or entering the facilities of the OAG.
2. A Level 2 background screening will be required for all persons performing these services and will be arranged by the Contractor and all necessary personal identifying information provided by the Contractor or such persons at least 10 calendar days in advance of the desired initial date of access prior to persons performing project services being allowed access to any OAG office.
3. A Level 2 background screening will be conducted, reviewed and cleared through the OAG's designee pursuant to personal identifying information provided by the Contractor or the person who is the subject of the screening.
4. OAG IT staff members must be in the immediate area of any OAG facilities where Contractor personnel are performing project services if any of those personnel do not have an approved OAG Level 2 background screening and have not completed the CJIS Awareness Training.

29.3 CJIS Security Awareness Training Requirements

CJIS Awareness Training must be successfully completed by all Contractor personnel prior to being allowed to access OAG data. The OAG will provide instructions for the training to the Contractor and each individual employed under the Contract resulting from this ITN.

29.4 Duty to Provide Secure Data

The Contractor will maintain the security of data. This includes, but is not limited to, a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all other State and Federal rules and regulations regarding security of information.

29.5 OAG's Ability to Audit Screening Compliance and Inspect Locations

The OAG will have the right to inspect the Contractor's work area and location upon two business days prior written notice to the Contractor to ensure that access to the State data is secure and in compliance with the Contract and all applicable State and Federal rules and regulations.

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29.6 Security Breach

If a breach of security occurs due to Contractor negligence or misconduct which allows unauthorized access or exposure of State data, the Contractor agrees to defend, indemnify, and hold harmless the OAG, the State, its officers, directors and employees for any claims, suits or proceedings. In addition, the Contractor will:

1. Include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this provision for a two-year period of time following the breach.
2. Be responsible for any and all damages to the OAG and any third party who is affected by a breach of this warranty to protect the State data.

SO AGREED by the parties' authorized representatives on the dates noted below:

NTT DATA, INC.

DEPARTMENT OF LEGAL AFFAIRS

Timothy Conway _____
 Timothy Conway
 President, Public Sector

Emery A. Gainey _____
 Emery A. Gainey
 Chief of Staff

Date: 8/29/2019

Date: 8/29/2019

ATTACHMENT A**SCOPE OF WORK****1. General Statement of Work:**

Contractor will replace the current SIRE EDMS using the OnBase® system by Hyland (the ECM) combined with Microsoft Dynamics 365 as the platform for both CMS and CRM. to support applications needed by the OAG's business units and migration of existing data to the new solution, as specified herein and in Attachment C.

1.1 Contractor Requirements

The Contractor will provide services for the ITMP that will meet all requirements specified in the contract and in the manner provided in **Attachment C**.

The Contractor will have an on-site SI presence at the OAG offices for the duration of the ITMP and the Contractor's Lead Program Manager will be dedicated full-time to the ITMP. The OAG will use a core team concept for the ITMP with the core team assuming responsibility for bringing in other members when necessary and appropriate. The ITMP has an overall OAG Lead Program Manager who will work with the Contractor's Lead Program Manager to oversee the entire ITMP including integration management, scope management, time management, cost management, quality management, human resource management, change management, communications management, risk management, and procurement management.

1.2 Contractor DDI Requirements

The CONTRACTOR will provide the DDI for the ITMP, as specified in **Attachment C**, by:

- 1.2.1** Using the OAG Schedule IV-B-ITMP study
- 1.2.2** Developing a strategy, and road map for the modernization of critical systems, in conjunction and with the approval of, the ITMP Executive Steering Committee and OAG Lead Program Manager;
- 1.2.3** Identifying opportunities for a common platform consolidation. Technology will be a major contributor in the strategy and practice for the evolvement of the enterprise architecture;
- 1.2.4** Conducting facilitated requirements gathering sessions using standardized techniques and tools along with OAG subject-matter experts used to define the detailed functional requirements necessary for the new system, including business process re-engineering to improve the internal processes, gain efficiencies, elicit feedback and improve quality of results;
- 1.2.5** Documenting the following requirements, as well as any additional requirements the CONTRACTOR deems necessary for the DDI:

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- 1.2.5.1 Functional;
- 1.2.5.2 Non-functional;
- 1.2.5.3 System, both general and technical;
- 1.2.5.4 Interfacing systems;
- 1.2.5.5 Service Management;
- 1.2.5.6 Transition process; and,
- 1.2.5.7 Data conversion.

1.2.6 Development of ITMP functional system requirements in accordance with the best business practices commonly found in COTS solutions. SaaS will also be considered. These steps should include but not be limited to:

- 1.2.6.1 Knowledge of the business needs and issues;
- 1.2.6.2 Solution scoping;
- 1.2.6.3 Detailed specifications;
- 1.2.6.4 Fit-gap analysis;
- 1.2.6.5 Customization and configuration of needs;
- 1.2.6.6 Testing; and,
- 1.2.6.7 Closure

1.2.7 Procurement and oversight of contractors, in consultation with and upon OAG approval, for all ITMP solutions.

1.3 Technical Requirements

1.3.1 Enterprise Content Management System (ECM)

The CONTRACTOR will replace the current SIRE EDMS with the ECM that satisfies, at a minimum, the high-level functional requirements contained in **Attachment D**. All other solutions implemented through the ITMP must be compatible with the ECM solution.

1.4 Case Management System (CMS)

1.4.1 The CONTRACTOR will provide for the procurement, installation, integration and implementation of a configurable Microsoft Dynamics and/or Hyland Onbase® Case Management System (CMS) solution as proposed and specified in **Attachment C**.

1.4.2 The CMS will:

- 1.4.2.1 Implement functionality associated with CMS and business unit processes to include analytics, finance and administration;
- 1.4.2.2 Allow for configuration to support applications needed by the OAG's business units;
- 1.4.2.3 Increase mobility options for OAG employees;
- 1.4.2.4 Have the ability to configure and tailor unique case screens for each business unit;

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- 1.4.2.5 Have the ability to create unique folders for paperless case files;
- 1.4.2.6 Have workflow capabilities;
- 1.4.2.7 Have access controls;
- 1.4.2.8 Allow for secure transmission (incoming and outgoing) of files (documents, pictures, audios, videos, etc.) that can handle large data files, have access controls and activity logs;
- 1.4.2.9 Accommodate several hundred concurrent users at multiple sites throughout the State;
- 1.4.2.10 Be compatible with other IT products (e.g., Windows 10, Windows 7, Microsoft Office 2016, Microsoft Office 365, Outlook email, Internet Explorer 11);
- 1.4.2.11 Possess defined workflow processes with tracking functions, both for users as well as sections;
- 1.4.2.12 Possess the capability to reassign tasks;
- 1.4.2.13 Be accessible via a web browser;
- 1.4.2.14 Not use client side (user station) utilities (components);
- 1.4.2.15 Allow each division to have its own secure area within the CMS;
- 1.4.2.16 Provide user security and screen level access integrated with Active Directory;
- 1.4.2.17 Allow the import and export of data in delimited text files, MS Excel and other standard formats;
- 1.4.2.18 Provide a range of query and report options, including ad-hoc, custom and user-defined reports (online and web enabled);
- 1.4.2.19 Address validation and review with pre-population of fields capabilities;
- 1.4.2.20 Integrate with Microsoft Outlook email and calendars; and,
- 1.4.2.21 Have the ability to produce email reminders prior to the deadline date and to do so on a flexible scheduled basis for those reminders.

1.5 Customer Relationship Management (CRM)

- 1.5.1 The OAG business units use the CRM platform to record and manage interactions with the public. The platform manages customer contact information, contact history and provides tools to start interactions with the DLA and support case status inquiry. The CRM platform capabilities will be available through simplified integration of either CMS or ECM.

The CRM will be used by the OAG's Citizen Services business group in the intake, processing and tracking of phone calls, letters, emails, any other form of correspondence and other documents. The IT Help Desk, Purchasing Desk and Maintenance Desk are other business processes that may use the CRM. The Contractor will analyze and recommend the options for OAG approval that are best suited for the CRM and business processes.

- 1.5.2 The CRM will:

- 1.5.2.1 Employ defined data standards (e.g., consistent data schema, data elements, data class, field lengths and data tables, naming conventions);
- 1.5.2.2 Provide the ability to associate supporting documentation (e.g., scanned documents) with a system record;
- 1.5.2.3 Be upgradeable to support future vendor hardware enhancements;

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- 1.5.2.4 Employ a data model enforcing referential integrity;
- 1.5.2.5 Provide a mechanism for recording and viewing system errors and warnings;
- 1.5.2.6 Provide a mechanism to notify the system administrator when definable performance and storage thresholds are exceeded;
- 1.5.2.7 Allow for maintenance and support activities to be carried out while the application and supporting systems are online (e.g., hot backup procedures);
- 1.5.2.8 Provide the ability to report on interface transmissions (e.g., total number of records loaded, date of interface transmission, amount of time to execute the interface transmission, errors and failures);
- 1.5.2.9 Include tools for monitoring and reporting capacity for all system components;
- 1.5.2.10 Include tools for monitoring and reporting performance for all system components;
- 1.5.2.11 Include tools for configuring the system (e.g., adding functionality, modifying existing functionality, modifying configurable settings);
- 1.5.2.12 Support the latest encryption standards for the transmission of data;
- 1.5.2.13 Provide the ability to transmit the scanned data through multiple methods (e.g., FTP, web-service);
- 1.5.2.14 Provide data security with regard to electronic privacy and regulations;
- 1.5.2.15 Provide approved end-users with the appropriate access to modify report queries on-line;
- 1.5.2.16 Provide the ability to generate reports based on report specific user-defined parameters;
- 1.5.2.17 Provide the ability to search a range of data values;
- 1.5.2.18 Identify user's access to reports based on the user's security profile;
- 1.5.2.19 Have access controls;
- 1.5.2.20 Retain the security that all data stored or accessed through the solution belongs to OAG;
- 1.5.2.21 Allow each division to have its own secure area within the CRM solution;
- 1.5.2.22 Configure and tailor unique screens for each business unit;
- 1.5.2.23 Allow for secure transmission (incoming and outgoing) of files (documents, pictures, audios, videos, etc.) that can handle large data files, have access controls and activity logs;
- 1.5.2.24 Provide user security and screen level access integrated with Active Directory;
- 1.5.2.25 Be configurable without programming;
- 1.5.2.26 Not use client side (user station) utilities (components); and,
- 1.5.2.27 Allow the import and export of data in delimited text files, MS Excel, and other standard data formats.

1.6 Data Conversion and Bridging

The Contractor will analyze, plan and execute all data conversion, bridging, testing and data reconciliation activities.

1.7 Organizational Change Management

The Contractor will coordinate training and communication; manage the transition of stakeholders and staff to new business processes and operational systems, including policy and procedure changes.

1.8 Project Management

The Contractor will provide project management services for the ITMP in its entirety with strict adherence to Florida Administrative Code Rule 74-1, Project Management and Oversight. The Contractor or a team member must be a Project Manager who is Project Management Professional® (PMP®) certified and assigned as the Lead Project Manager. The Contractor services will include, but are not limited to:

1.8.1 Coordinating and working together with OAG staff in various roles and business functions to ensure overall ITMP success.

1.8.2 Ensuring ITMP compliance with:

- 1.8.2.1 Stated plans;
- 1.8.2.2 Development and implementation methodologies;
- 1.8.2.3 Overarching quality standards;
- 1.8.2.4 Business processes; and,
- 1.8.2.5 Procedures.

1.8.3 Developing a comprehensive single, integrated project plan covering all phases of the ITMP. The plan will include, but not be limited to the following:

- 1.8.3.1 Allocation of human resources;
- 1.8.3.2 Installation timeframes;
- 1.8.3.3 Escalation procedures;
- 1.8.3.4 Reporting;
- 1.8.3.5 Governance;
- 1.8.3.6 Financial monitoring of the budget and expenditures; and,
- 1.8.3.7 Acceptance plans for services requested and rendered.

1.8.4. In conjunction with the OAG Lead Program Manager, developing and implementing an effective Communication Plan for all stakeholders. The Communication Plan will include at a minimum:

- 1.8.4.1 Identification and definition of the roles of persons involved in the ITMP;
- 1.8.4.2 Identification of ITMP stakeholders receiving the communications;
- 1.8.4.3 Identification of specific communication needs of ITMP stakeholders;
- 1.8.4.4 Frequency of communications to all stakeholders will be distributed and updated;
- 1.8.4.5 Identify the format in which the communications will be distributed (e.g., email, printed copy, etc.); and,

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- 1.8.4.6 Identification of information to be included in the communications for the ITMP.
- 1.8.5 Ensuring early identification and mitigation of risks through a detailed Risk Management Plan while supporting the program and project teams in implementing changes as appropriate to keep the ITMP on the approved schedule;
- 1.8.6 Ensuring early detection and correction of cost, scope and time variances, thus minimizing the risks;
- 1.8.7 Promptly escalating all real or perceived issues to the OAG's Lead ITMP Program Manager and include specific recommendations to remedy;
 - 1.8.7.1 Providing technical review and verification of key program/project milestones and deliverables;
 - 1.8.7.2 Verifying the solution meets documented business and technical requirements utilizing OAG approved acceptance criteria;
 - 1.8.7.3 Developing quantitative performance metrics that support monitoring and communication of ITMP status;
 - 1.8.7.4 Developing independent oversight reports, including metrics, of the ITMP and present to the OAG's Lead ITMP Program Manager, on a regular basis or on occurrence in the case of deviation from the contracted work;
 - 1.8.7.5 Providing written review and recommendations to the OAG's Lead Program manager regarding the ITMP status. Risk factors, anticipation, prevention and mitigation should be included in this report;
 - 1.8.7.6 Meeting with OAG's Lead ITMP Program Manager and ITMP project teams to examine and analyze the overall test approach for redundancy testing and effective execution of approved solutions;
 - 1.8.7.7 For each solution, the Contractor, in conjunction with the OAG Lead Program Manager and selected solution SI sub-contractors, will develop an Operations Transition Plan (OTP). The OTP will include methods to ensure a seamless transition to new solutions at the time of deployment as well as transition of operations and knowledge transfer to the OAG;
- 1.8.8 In coordination with the OAG Lead Program Manager, the Contractor will develop a training plan, including a method of delivery for effective change management of OAG IT staff. This will require an Organizational Change Management (OCM) Plan specifically for IT staff describing the overall objective and approach for managing organizational change both during and after the completion of the ITMP, including the methodologies and deliverables that will be used to implement OCM for the ITMP. The specific OCM methodology will be identified by The Contractor in the OCM Plan and

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will include at a minimum:

- 1.8.8.1 Description of roles, responsibilities, and communication between vendor and customer;
 - 1.8.8.2 To-be process maps including a role-oriented flowchart (swim lane view) of the organization;
 - 1.8.8.3 Skill/Role gap analysis between the existing system and the proposed system;
 - 1.8.8.4 Training plan including platform (classroom, CBT, etc.), schedule, and curriculum; and,
 - 1.8.8.5 OCM Communication Plan.
- 1.8.9 Closure of the ITMP and individual projects with OAG final acceptance by the Executive Steering Committee of products and services, ensuring the program has met all objectives and final transition to OAG has been successfully completed. The closure phase will include, but not be limited to:
- 1.8.9.1 Acceptance reports;
 - 1.8.9.2 Knowledge transfer;
 - 1.8.9.3 Archiving program information; and,
 - 1.8.9.4 Lessons learned documentation.
- 1.8.10 In conjunction with the OAG Lead Program Manager, decommission legacy technology after the data and system users have been transitioned to the new solutions. Prior to the decommissioning of legacy applications, The Contractor will:
- 1.8.10.1 Identify the data that needs to be preserved;
 - 1.8.10.2 Identify the period of time archived data should be retained;
 - 1.8.10.3 Identify what relations between data fields will be important for providing business context;
 - 1.8.10.4 Identify which users will need access to data and what levels of permissions need to be supported;
 - 1.8.10.5 Identify queries users need to perform and how the results should be presented;
 - 1.8.10.6 Develop an archive strategy for overall information management; and,
 - 1.8.10.7 Development of a Decommission Plan.
- 1.8.11. The following milestones will be addressed in the Decommission Plan:
- 1.8.11.1 How the decommission of the application will be initiated;
 - 1.8.11.2. Process for final decommission approval by the OAG Executive Steering Committee;
 - 1.8.11.3 Process for taking the application offline, including but not limited to the establishment and communication of offline and end dates;
 - 1.8.11.4 Preparation to decommission including but not limited to the redeployment of services, if needed; billing; determination of which licenses and certificates are no longer needed, etc.;

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- 1.8.11.5 Identification of the point of no return;
 - 1.8.11.6 Ending the Service, including but not limited to resources deallocation, such as staffing and billing/payments;
 - 1.8.11.7 Decommission completion, including decommission wrap-up requirements;
 - 1.8.11.8 Post-decommission including deleting of archived data, license release, etc.
- 1.8.12 In the event of early termination of the contract, expiration of the contract or at the conclusion of the ITMP, the Contractor will complete a Turnover Completion Report and transfer to the OAG all required materials and documentation, including, but not limited to, reports, records, scanned images, etc.;
- 1.8.12.1 Assists the OAG in the development of ITMP LBR submissions and upon written request from the OAG, participate in legislative discussions and presentations; and,
 - 1.8.12.2 The Contractor will be responsible for the procurement and full implementation of all OAG ITMP solutions. The Contractor will procure all licensed software and cloud subscriptions for solution implementation, with the exception of the licenses for any Microsoft products. The Contractor will procure all hardware, storage and network equipment for solution implementation.

1.9 Communication with the OAG

The Contractor will meet or communicate regularly with the OAG Contract Manager, OAG Lead Project Manager and any other applicable staff as requested by the OAG, to discuss processes, performance, and issues that may arise during the term of this contract.

The Contractor will cooperate fully with any data collection and evaluation activities, performance analysis, contract monitoring activities, quality assurance reviews, or audits carried out by the OAG in connection with the requirements and services performed under this Contract.

Attachment B Price / Rate Sheet

Prices are based on the following:

1. Prices provided are for Cloud Services only.
2. All solutions and services demonstrated or discussed with the OAG using Microsoft Dynamics solution will be included at no additional costs even if those same services are offered through the Hyland OnBase solution.
3. Transcription services will be metered. Evidence tracking is part of the solution.
4. All costs for Microsoft Dynamics and Azure will be procured directly by the OAG and are not listed below. The exception to this is the Microsoft Azure Cloud Managed Support Services, which will be provided by the Contractor.
5. NTT DATA Azure Cloud Managed Support Services tends to the maintenance and management across OAG's Azure cloud infrastructure. Areas of this support involvement covered include:
 - a. OS & IAM Administration
 - b. Performance Tuning & Preventative Maintenance
 - c. Change & Service Requests
 - d. Troubleshooting, Automation and Escalation Management
 - e. Network, Compute, Firewall Backup & RDS Management
 - f. Cost & Performance Optimization

	PRICE
Software Solutions, Maintenance & Support	
Hyland Software Licenses and Annual Maintenance	\$2,936,846.99
Hardware, Maintenance & Support	
Azure Cloud Managed Support Services *	\$202,541.04
Professional Services	
Phase 1 - ECM Implementation	\$4,469,551.00
Phase 2 - Analysis	\$637,270.00
Phase 3 - CMS/CRM Implementation	\$4,911,562.00

Contract K04834

OAG and NTT Data, Inc.

System Integrator

Phase 3 - CMS/CRM Implementation, Post-Production Support	\$160,032.00
Maintenance & Support	\$239,208.00
Subtotal, Professional Services	\$10,417,623.00
GRAND TOTAL	** \$13,557,011.03

**

****Grand Total includes Renewal Years, but Contract Amount is For Years One, Two and Three.**

YEAR 1**SOFTWARE SOLUTIONS, MAINTENANCE & SUPPORT (YEAR ONE)**

Software/Modules	Number of License(s)	Price per License	Total Price
Hyland Software, Core Software			
Core Software – Multi-User Server (OBIPW1)	1	\$6,448.36	\$6,448.36
Core Software – Production Document Imaging (TWIN) (TIIPW1)	1	\$4,030.23	\$4,030.23
Core Software – Production Document Imaging (TWIN) (2+) (TIIPW2)	13	\$2,418.14	\$31,435.82
Core Software – Disconnected Scanning (1) (DSIPW1)	1	\$4,030.23	\$4,030.23
Core Software – Disconnected Scanning (2+) (DSIPW2)	34	\$2,418.14	\$82,216.76
Core Software – Desktop Document Imaging (Unlimited) (AIIPW3)	60	\$1,209.07	\$72,544.20
Core Software – Bar Code Generator (included with AE) (BCIP1)	1	\$0.00	\$0.00
Core Software – Bar Code Recognition Server (BSIPW1)	1	\$4,030.23	\$4,030.23
Core Software – Batch OCR (OCIPW1)	1	\$1,209.07	\$1,209.07
Core Software – Interactive Data Capture (IDCIPI1)	1	\$8,060.45	\$8,060.45
Core Software – Automated Redaction (ARIPW1)	1	\$16,120.91	\$16,120.91
Core Software – Virtual Print Driver (PTIPC1)	1	\$4,030.23	\$4,030.23
Core Software – Signature Pad Interface (TWIN) (PWIP1)	1	\$4,836.27	\$4,836.27
Core Software – Advanced Document Import Processor (ADIPW1)	1	\$16,120.91	\$16,120.91
Core Software – Directory Import Processor (TYIP1)	1	\$4,030.23	\$4,030.23
Core Software – Mobile Access for iPhone® (OMIP1-IPHN)	1	\$4,030.23	\$4,030.23
Core Software – Mobile Access for iPad® (OMIPW1-IPAD)	1	\$4,030.23	\$4,030.23
Core Software – Mobile Access for Android® (OMIP1-ANDPH)	1	\$4,030.23	\$4,030.23

Software/Modules	Number of License(s)	Price per License	Total Price
Core Software – Integration for DocuSign eSignature (DXIPI1)	1	\$12,090.68	\$12,090.68
Core Software – Digital Signatures (DGIPN1)	20	\$161.21	\$3,224.20
Core Software – Document Composition (ADIIPI1)	1	\$16,120.91	\$16,120.91
Core Software – Web Server (WTIPW1)	2	\$8,060.45	\$16,120.90
Core Software – Unity Client Server (UCSIPI1)	1	\$12,090.68	\$12,090.68
Core Software – Image Forms (Enterprise) (IMFIPI1)	1	\$40,302.27	\$40,302.27
Core Software – Unity Forms (UFIPI1)	1	\$0.00	\$0.00
Core Software – StatusView (STIPI1)	1	\$0.00	\$0.00
Core Software – Unity Briefcase (UBIPW1)	100	\$322.42	\$32,242.00
Core Software – Unity Briefcase (UBIPW2)	100	\$282.12	\$28,212.00
Core Software – Unity Briefcase (UBIPW3)	150	\$241.81	\$36,271.50
Core Software – EDM Services (DMIPI1)	1	\$4,030.23	\$4,030.23
Core Software – Office Business Application (OBAIPI1)	1	\$4,030.23	\$4,030.23
Core Software – Collaboration (COIPI1)	1	\$8,060.45	\$8,060.45
Core Software – Full-Text Search (FTSIPI1)	1	\$16,120.91	\$16,120.91
Core Software – Enterprise Search – Initial Bundle (PES-PER-0042-0001)	1	\$29,017.63	\$29,017.63
Core Software – Integration for Microsoft Outlook (OUTIPI1)	1	\$8,060.45	\$8,060.45
Core Software – Mailbox Importer (SSIPW1)	1	\$8,060.45	\$8,060.45
Core Software – Report Services (RPIPI1)	1	\$4,030.23	\$4,030.23
Core Software – Reporting Dashboards (RHIPI1)	1	\$8,060.45	\$8,060.45
Core Software – Exception Reports (ERIIPI1)	1	\$3,224.18	\$3,224.18
Core Software – Enterprise Application Enabler (AEIPI2)	1	\$40,302.27	\$40,302.27
Core Software – Query API (Initial 500 queries/hour) (Core) (APIPQ3)	1	\$8,060.45	\$8,060.45

Software/Modules	Number of License(s)	Price per License	Total Price
Core Software – Query API (Additional block of 500 queries/hour) (Core) (APIPQ4)	1	\$6,448.36	\$6,448.36
Core Software – Unity Integration Toolkit (UIPI1)	1	\$8,060.45	\$8,060.45
Core Software – Single Sign-On for Microsoft Active Directory Service (SNIPI1)	1	\$0.00	\$0.00
Core Software – Encrypted Alpha Keywords (AKIPI1)	1	\$8,060.45	\$8,060.45
Core Software – Encrypted Disk Groups (EHIPI1)	1	\$8,060.45	\$8,060.45
Core Software – Document Retention (DRIPI1)	1	\$8,060.45	\$8,060.45
Core Software - Records Management (RIPI1)	1	\$16,120.91	\$16,120.91
Core Software - Distributed Disk Services (DSIPI1)	1	\$4,030.23	\$4,030.23
Subtotal, Hyland Software, Core Software	520		\$667,808.96
Hyland Software, Seat Licenses			
Seat Licenses - Concurrent Client (CTIPC1)	100	\$1,128.46	\$112,846.00
Seat Licenses - Concurrent Client (101- 200) (CTIPC2)	100	\$967.25	\$96,725.00
Seat Licenses - Concurrent Client (201+) (CTIPC3)	152	\$806.05	\$122,519.60
Seat Licenses - Workflow Concurrent Client SL (1-20) (WLIPC1)	20	\$1,773.30	\$35,466.00
Seat Licenses - Workflow Concurrent Client SL (21-50) (WLIPC2)	30	\$1,450.88	\$43,526.40
Seat Licenses - Workflow Concurrent Client SL (51-100) (WLIPC3)	50	\$1,289.67	\$64,483.50
Seat Licenses - Workflow Concurrent Client SL (101-300) (WLIPC4)	40	\$1,128.46	\$45,138.40
Seat Licenses - Workflow/WorkView Concurrent Client SL (1-20) (WWIPC1)	10	\$2,337.53	\$23,375.30
Seat Licenses - Named User Client (1- 100) (CTIPN1)	2	\$564.23	\$1,128.46

Software/Modules	Number of License(s)	Price per License	Total Price
Seat Licenses - Workflow/WorkView Named User Client SL (1-20) (WWIPN1)	2	\$1,450.88	\$2,901.76
Subtotal, Hyland Software, Seat Licenses	506		\$548,110.42
Hyland Software, Capture Proposal			
Capture Proposal - Advanced Capture (IAIPW1)	3	\$20,151.13	\$60,453.39
Capture Proposal - ICR Support for Advanced Capture (IRIPI1)	1	\$4,030.23	\$4,030.23
Capture Proposal - Interactive Data Capture (IDCIPI1)	1	\$8,060.45	\$8,060.45
Subtotal, Hyland Software, Capture Proposal	5		\$72,544.07
Hyland Software, External Access			
External Access - ShareBase (50) (SHAREBASE)	10	\$4,836.27	\$48,362.70
Hyland Software, Previous SIRE Customer Incentive 2019			(\$66,841.31)
Hyland Software, Annual Maintenance & Support, Year 1			\$257,692.72
TOTAL, SOFTWARE SOLUTIONS, MAINTENANCE & SUPPORT (YEAR ONE)			\$1,527,677.56

HARDWARE, MAINTENANCE & SUPPORT (YEAR ONE)

Hardware	No. of Units	Price per Unit	Total Price
Azure Cloud Managed Support Services	12 (monthly)	\$2,813.07	\$33,756.84
TOTAL, HARDWARE, MAINTENANCE, & SUPPORT (YEAR ONE)			\$33,756.84

**PROFESSIONAL SERVICES INCLUDING SI, SOFTWARE IMPLEMENTATION,
DATA CONVERSION, TRAINING AND ASSOCIATED TASKS (YEAR ONE ONLY)**

Service Provided/Deliverable	Total Cost
Phase 1 – ECM Implementation	
Deliverable #1.01 Project Plan	\$134,087.00
Deliverable #1.02 Project Schedule	\$134,087.00
Deliverable #1.03 ECM Development Environment	\$134,087.00
Deliverable #1.04 Install ECM Solution	\$357,564.00
Deliverable #1.05 ECM Discovery Results	\$178,782.00
Deliverable #1.06 OCM Plan	\$134,087.00
Deliverable #1.07 ECM Solution Design	\$357,564.00
Deliverable #1.08 ECM Test Plan	\$134,087.00
Deliverable #1.09 ECM Test Cases	\$268,173.00
Deliverable #1.10 ECM Product Demonstration 1	\$134,087.00
Deliverable #1.11 ECM Product Demonstration 2	\$134,087.00
Deliverable #1.12 ECM Product Demonstration 3	\$134,087.00
Deliverable #1.13 ECM Data Conversion Mapping	\$134,087.00
Deliverable #1.14 ECM Data Conversion Test Results	\$134,087.00
Deliverable #1.15 ECM Integration Test Results	\$134,087.00
Deliverable #1.16 ECM Training Development Complete	\$357,564.00
Deliverable #1.17 Training for Sys Admin	\$134,087.00

Service Provided/Deliverable	Total Cost
Deliverable #1.18 Training for End Users for initial rollout	\$134,087.00
Deliverable #1.19 ECM Testing Complete	\$357,564.00
Deliverable #1.20 Initiate ECM User rollout	\$134,087.00
Deliverable #1.21 ECM SIRE Data Conversion	\$357,564.00
Deliverable #1.22 Complete ECM Training & Rollout	\$357,558.00
Subtotal, Phase 1 – ECM Implementation	\$4,469,551.00
Phase 2 - Analysis	
Deliverable #2.01 Updated Project Plan	\$63,727.00
Deliverable #2.02 Updated Project Schedule	\$63,727.00
Deliverable #2.03 Analysis Approach Document	\$63,727.00
Deliverable #2.04 Requirements Specification Document Part 1	\$159,318.00
Deliverable #2.05 Requirements Specification Document Complete	\$159,318.00
Deliverable #2.06 Fit / Gap Analysis & Recommendation	\$127,453.00
Subtotal, Phase 2 - Analysis	\$637,270.00
Total, Professional Services – Year 1	\$5,106,821.00

**TOTAL COST OF SOFTWARE SOLUTIONS, HARDWARE AND
PROFESSIONAL SERVICES
(YEAR ONE TOTAL COST) \$6,668,255.40**

YEAR 2**SOFTWARE SOLUTIONS, MAINTENANCE & SUPPORT (YEAR TWO)**

Software/Modules	Number of License(s)	Price per License	Total Price
Hyland Software, Annual Maintenance & Support, Year 2			\$265,423.50
TOTAL, SOFTWARE SOLUTIONS, MAINTENANCE & SUPPORT (YEAR TWO)			\$265,423.50

HARDWARE, MAINTENANCE & SUPPORT (YEAR TWO)

Hardware	No. of Units	Price per Unit	Total Price
Azure Cloud Managed Support Services	12 (monthly)	\$2,813.07	\$33,756.84
TOTAL, HARDWARE, MAINTENANCE, & SUPPORT (YEAR TWO)			\$33,756.84

PROFESSIONAL SERVICES INCLUDING SI, SOFTWARE IMPLEMENTATION, DATA CONVERSION, TRAINING AND ASSOCIATED TASKS (YEAR TWO ONLY)

Service Provided/Deliverable	Total Cost
Phase 3 – CMS/CRM Implementation	
Deliverable #3.01 Updated Project Plan	\$147,347.00
Deliverable #3.02 Updated Project Schedule	\$147,347.00
Deliverable #3.03 Updated OCM Plan	\$147,347.00
Deliverable #3.04 CMS/CRM Development Environment	\$147,347.00
Deliverable #3.05 Installation of the CMS/CRM Solution	\$392,925.00
Deliverable #3.06 CMS / CRM Solution Design	\$392,925.00
Deliverable #3.07 CMS/CRM Test Plan	\$147,347.00
Deliverable #3.08 CMS/CRM Test Cases	\$294,694.00
Deliverable #3.09 CMS/CRM Product Demonstration 1	\$196,462.00
Deliverable #3.10 CMS/CRM Product Demonstration 2	\$196,462.00
Deliverable #3.11 CMS/CRM Product Demonstration 3	\$196,462.00

Service Provided/Deliverable	Total Cost
Deliverable #3.12 CMS/CRM Data Conversion Mapping	\$196,462.00
Deliverable #3.13 CMS/CRM Data Conversion Test Results	\$147,347.00
Deliverable #3.14 CMS/CRM Integration Test Results	\$147,347.00
Deliverable #3.15 CMS/CRM Training Development	\$392,925.00
Deliverable #3.16 Training for Sys Admin	\$147,347.00
Deliverable #3.17 Training for End Users for initial rollout	\$147,347.00
Deliverable #3.18 CMS / CRM Testing Complete	\$392,925.00
Deliverable #3.19 Initiate CMS / CRM Rollout	\$147,347.00
Deliverable #3.20 CMS/CRM SIRE Data Conversion	\$392,925.00
Deliverable #3.21 Complete CMS/CRM Training & Rollout	\$392,925.00
Subtotal, Phase 3 – CMS/CRM Implementation	\$4,911,562.00
Total, Professional Services – Year 2	\$4,911,562.00

TOTAL COST OF SOFTWARE SOLUTIONS, HARDWARE AND PROFESSIONAL SERVICES

(YEAR TWO TOTAL COST) \$5,210,742.34

YEAR 3**SOFTWARE SOLUTIONS, MAINTENANCE & SUPPORT (YEAR THREE)**

Software/Modules	Number of License(s)	Price per License	Total Price
Hyland Software, Annual Maintenance & Support, Year 3			\$273,386.21
TOTAL, SOFTWARE SOLUTIONS, MAINTENANCE & SUPPORT (YEAR THREE)			\$273,386.21

HARDWARE, MAINTENANCE & SUPPORT (YEAR THREE)

Hardware	No. of Units	Price per Unit	Total Price
Azure Cloud Managed Support Services	12 (monthly)	\$2,813.07	\$33,756.84
TOTAL, HARDWARE, MAINTENANCE, & SUPPORT (YEAR THREE)			\$33,756.84

PROFESSIONAL SERVICES INCLUDING SI, SOFTWARE IMPLEMENTATION, DATA CONVERSION, TRAINING AND ASSOCIATED TASKS (YEAR THREE ONLY)

Service Provided/Deliverable	Total Cost
Phase 3 - CRM/CMS Implementation, Post Production Support Services (Fixed Unit Pricing by Month)	\$160,032.00
Total, Professional Services – Year 3	\$160,032.00

TOTAL COST OF SOFTWARE SOLUTIONS, HARDWARE AND PROFESSIONAL SERVICES***(YEAR THREE TOTAL COST) \$467,175.05***

MAINTENANCE AND SUPPORT

(Software Solution and Hardware after Year 1, including maintenance, support and upgrades, as well as any items not included in the costs above).

Maintenance & Support	Total Cost
Year Two	\$46,896.00
Year Three	\$47,364.00

RENEWAL YEARS

Maintenance & Support	Total Cost
Renewal Year One	\$363,176.64
Renewal Year Two	\$372,104.27
Renewal Year Three	\$381,297.33

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ATTACHMENT C

**Deliverables, Tasks, Due Dates, Performance Measures
and Financial Consequences****1. Manner of Service Provision: Deliverables, Due Dates and Cost**

The following table represents a summary of the Contractor's deliverables, deliverable due date, and associated pricing for Professional Services, by contract year and phase for each deliverable. For ease of review, each deliverable name is linked to a detailed description and required components for Attachment C. Deliverable Initial Submission Date is based on the OAG's recommendation that Contractors submit Deliverables for review and acceptance no later than 20 days prior to the Deliverable Due Date. The Deliverable Due Dates are based on an ITMP project start date of August 30, 2019. Deliverable Due Dates (final acceptance) shall capture the acceptance review process outlined in five (5) business days for OAG review, three (3) days for Contractor cure, and three (3) days for final OAG review and acceptance. Time for payment shall correspond with Deliverable Due Date and the payment terms established by RFP Attachment F (PUR 1000, General Contract Conditions), which cite Florida statutes 215.422 and 287.0585 for adherence by Contractors. These time limits for payments shall begin upon invoice submission date, which will correspond with the Deliverable Due Date (or Deliverable acceptance) listed.

Phase	Deliverable Name	Deliverable Initial Submission Date	Deliverable Due Date	Total Cost
YEAR 1				
1 - ECM	Deliverable #1.01. Project Plan	24-Sep-19	14-Oct-19	\$134,087.00
1 - ECM	Deliverable #1.02. Project Schedule	24-Sep-19	14-Oct-19	\$134,087.00
1 - ECM	Deliverable #1.03 ECM Development Environment	2-Dec-19	22-Dec-19	\$134,087.00
1 - ECM	Deliverable #1.04. Install ECM Solution	13-Jan-20	2-Feb-20	\$357,564.00
1 - ECM	Deliverable #1.05 ECM Discovery Results	17-Oct-19	6-Nov-19	\$178,782.00
1 - ECM	Deliverable #1.06 OCM Plan	17-Oct-19	6-Nov-19	\$134,087.00
1 - ECM	Deliverable #1.07 ECM Solution Design	22-Nov-19	12-Dec-19	\$357,564.00
1 - ECM	Deliverable #1.08 ECM Test Plan	27-Dec-19	16-Jan-20	\$134,087.00
1 - ECM	Deliverable #1.09 ECM Test Cases	12-Feb-20	3-Mar-20	\$268,173.00
1 - ECM	Deliverable #1.10 ECM Product Demonstration 1	10-Jan-20	30-Jan-20	\$134,087.00
1 - ECM	Deliverable #1.11 ECM Product Demonstration 2	24-Jan-20	13-Feb-20	\$134,087.00
1 - ECM	Deliverable #1.12 ECM Product Demonstration 3	21-Feb-20	12-Mar-20	\$134,087.00
1 - ECM	Deliverable #1.13 ECM Data Conversion Mapping	22-Nov-19	12-Dec-19	\$134,087.00
1 - ECM	Deliverable #1.14 ECM Data Conversion Test Results	27-Mar-20	16-Apr-20	\$134,087.00
1 - ECM	Deliverable #1.15 ECM Integration Test Results	27-Mar-20	16-Apr-20	\$134,087.00
1 - ECM	Deliverable #1.16 ECM Training Development Complete	20-Mar-20	9-Apr-20	\$357,564.00

Phase	Deliverable Name	Deliverable Initial Submission Date	Deliverable Due Date	Total Cost
1 - ECM	Deliverable #1.17 Training for Sys Admin	1-May-20	21-May-20	\$134,087.00
1 - ECM	Deliverable #1.18 Training for End Users for initial rollout	1-May-20	21-May-20	\$134,087.00
1 - ECM	Deliverable #1.19 ECM Testing Complete	1-May-20	21-May-20	\$357,564.00
1 - ECM	Deliverable #1.20 Initiate ECM User rollout	1-May-20	21-May-20	\$134,087.00
1 - ECM	Deliverable #1.21 ECM SIRE Data Conversion	3-Jun-20	23-Jun-20	\$357,564.00
1 - ECM	Deliverable #1.22 Complete ECM Training & Rollout	3-Jun-20	23-Jun-20	\$357,558.00
YEAR 1				
2 - Analysis	Deliverable #2.01. Updated Project Plan	22-May-20	11-Jun-20	\$63,727.00
2 - Analysis	Deliverable #2.02 Updated Project Schedule	22-May-20	11-Jun-20	\$63,727.00
2 - Analysis	Deliverable #2.03 Analysis Approach Document	16-Jun-20	6-Jul-20	\$63,727.00
2 - Analysis	Deliverable #2.04 Requirements Specification Document Part 1	3-Aug-20	23-Aug-20	\$159,318.00
2 - Analysis	Deliverable #2.05 Requirements Specification Document Complete	27-Aug-20	16-Sep-20	\$159,318.00
2 - Analysis	Deliverable #2.06. Fit / Gap Analysis & Recommendation	1-Sep-20	21-Sep-20	\$127,453.00
YEAR 2				
3 - CMS CRM	Deliverable #3.01 Updated Project Plan	6-Oct-20	26-Oct-20	\$147,347.00
3 - CMS CRM	Deliverable #3.02 Updated Project Schedule	6-Oct-20	26-Oct-20	\$147,347.00
3 - CMS CRM	Deliverable #3.03 Updated OCM Plan	6-Nov-20	26-Nov-20	\$147,347.00
3 - CMS CRM	Deliverable #3.04 CMS/CRM Development Environment	14-Dec-20	3-Jan-21	\$147,347.00
3 - CMS CRM	Deliverable #3.05 Installation of the CMS/CRM Solution	5-Mar-21	25-Mar-21	\$392,925.00
3 - CMS CRM	Deliverable #3.06 CMS / CRM Solution Design	9-Dec-20	29-Dec-20	\$392,925.00
3 - CMS CRM	Deliverable #3.07 CMS/CRM Test Plan	31-Dec-20	20-Jan-21	\$147,347.00
3 - CMS CRM	Deliverable #3.08 CMS/CRM Test Cases	16-Apr-21	6-May-21	\$294,694.00
3 - CMS CRM	Deliverable #3.09 CMS/CRM Product Demonstration 1	27-Jan-21	16-Feb-21	\$196,462.00
3 - CMS CRM	Deliverable #3.10 CMS/CRM Product Demonstration 2	5-Mar-21	25-Mar-21	\$196,462.00
3 - CMS CRM	Deliverable #3.11 CMS/CRM Product Demonstration 3	23-Apr-21	13-May-21	\$196,462.00
3 - CMS CRM	Deliverable #3.12 CMS/CRM Data Conversion Mapping	9-Dec-20	29-Dec-20	\$196,462.00
3 - CMS	Deliverable #3.13 CMS/CRM	19-May-21	8-Jun-21	\$147,347.00

Phase	Deliverable Name	Deliverable Initial Submission Date	Deliverable Due Date	Total Cost
CRM	Data Conversion Test Results			
3 - CMS CRM	Deliverable #3.14 CMS/CRM Integration Test Results	19-May-21	8-Jun-21	\$147,347.00
3 - CMS CRM	Deliverable #3.15 CMS/CRM Training Development	25-May-21	14-Jun-21	\$392,925.00
3 - CMS CRM	Deliverable #3.16 Training for Sys Admin	22-Jun-21	12-Jul-21	\$147,347.00
3 - CMS CRM	Deliverable #3.17 Training for End Users for initial rollout	22-Jun-21	12-Jul-21	\$147,347.00
3 - CMS CRM	Deliverable #3.18 CMS / CRM Testing Complete	6-Jul-21	26-Jul-21	\$392,925.00
3 - CMS CRM	Deliverable #3.19 Initiate CMS / CRM Rollout	6-Jul-21	26-Jul-21	\$147,347.00
3 - CMS CRM	Deliverable #3.20 CMS/CRM SIRE Data Conversion	1-Sep-21	21-Sep-21	\$392,925.00
3 - CMS CRM	Deliverable #3.21 Complete CMS/CRM Training & Rollout	1-Sep-21	21-Sep-21	\$392,925.00
YEAR 3				
<p>Note: Deliverables 3.22 thru 3.24 are specific to providing support to post deployment of the CMS/CRM tasks and therefore do not yet have deliverables defined. Prior to the final deployment of Phase 3 CMS/CRM, ITIL / Customer Service Support deliverables will be identified in collaboration with OAG.</p>				
3 - CMS CRM	Deliverable #3.22 CMS/CRM Post Production Support Services	22-Oct-21	11-Nov-21	\$53,344.00
3 - CMS CRM	Deliverable #3.23 CMS/CRM Post Production Support Services	22-Nov-21	12-Dec-21	\$53,344.00
3 - CMS CRM	Deliverable #3.24 CMS/CRM Post Production Support Services	22-Dec-21	11-Jan-22	\$53,344.00

2. Deliverables’ Details (Tasks, Due Dates, Performance Measures and Financial Consequences)

The Contractor will perform the Deliverables as follows:

Phase 1: ECM Implementation

Deliverable: #1.01. Project Plan	
Description	Provide an overall Program Project Plan for ITMP (ITMP Project Plan) inclusive of all phases of the ITMP (Phase 1, Phase II and Phase III). The purpose of the Project Management Plan (Project Plan) is to define a work plan and schedule with all tasks, deliverables, staff resources, durations, and anticipated start and end dates for project tasks. The Project Plan demonstrates a basic understanding of the problem, opportunity, or need; provides a direction for the project that accurately aligns with the needs of the organization; and accurately reflects the work to be done.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The ITMP overall Project Plan must include all required Project Management Institute (PMI) components, as well as comply with F.A.C. 74-1 Project Management and Oversight standards based on a risk and complexity

Deliverable: #1.01. Project Plan

	<p>assessment. These components, which may be documented as separate subsidiary plans if needed, include:</p> <ul style="list-style-type: none"> • Project Scope • Project Approach • Project Deliverables • Assumptions • Constraints • Work Breakdown Structure • Project Organizational and Governance Structure • Program Requirements and Enhancements • State and District Requirements • Security Requirements • Resource Plan • Schedule Management • Project Schedule • Project Budget • Project Spending Plan • Communications Management Plan • Integrated Change Management Plan • Quality Assurance Management Plan • Deliverable Acceptance Plan • Risk Management and Risk Log • Issue Management and Issue Log • Action Item registry / log • Document Management • Project Status • Procurement Management Plan • Stakeholders Management Plan • Organizational Change Management Plan (see separate deliverable) • Requirements Traceability Matrix
<p>Accompanying Tasks</p>	<p>As part of Project Initiation, an Initial Kickoff Meeting is to be held with key Contractor staff and OAG staff within 10 business days of contract execution.</p>
<p>Documentation to Establish Completion</p>	<p>The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.</p>
<p>Initial Submission Date</p>	<p>24-Sep-19</p>
<p>Due Date</p>	<p>14-Oct-19</p>
<p>Attachment B Pricing</p>	<p>\$134,087.00</p>
<p>Performance Measure</p>	<p>Completion and on-time delivery of the Project Plan and all required subcomponents in the agreed upon format, containing proper details to support the</p>

Deliverable: #1.01. Project Plan

	subject of each component. Delivery dates for each component will be defined in the Project Plan.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.02. Project Schedule

Description	<p>The Project Schedule will:</p> <ul style="list-style-type: none"> • Detail all known project tasks, effort hour estimates, task resource assignments, percent of the project that is complete, proposed task begin and end dates, and proposed start and end dates for the project; • Include earned value and other requirements in accordance with Chapter 74-1, F.A.C. • Be baselined with the starting information approved by OAG; • Be developed and submitted in an .mpp and .pdf format; • Accurately reflect the schedule, deliverables, review process, and tasks as defined in the Project Plan. • Be developed according to PMI standards and the Schedule Management section of the Project Plan.
Component Details	This deliverable will consist of a MS Word document and supporting MS Project attachment. The Project Schedule will reflect the Work Breakdown Structure defined in the Project Plan by Phase, Subphase and Deliverable for the overall ITMP Project including all Phases I, II and III.
Accompanying Tasks	The Project Schedule will be verified and validated against the schedule standards defined in the Schedule Management section of the Project Plan.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	24-Sep-19
Due Date	14-Oct-19
Attachment B Pricing	\$134,087.00
Performance Measure	Completion and delivery of the Project Schedule successfully meets the requirements specified in the Project Plan.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.03 ECM Development Environment

Description	Provide a completed software development environment including all components necessary for ECM build and configuration activities to commence.
Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The ECM Development Environment will document a detailed listing of components verified to support subsequent ECM build and configuration activities, including:</p> <ul style="list-style-type: none">• Environment name and description• Supporting Cloud Hardware• Supporting Cloud Operating System and Database Software• ECM specific software components installed• Any other software installed• Access controls and user permissions• Development guidelines and standards• Integration with other development environments or components
Accompanying Tasks	Procurement and installation of all Hardware and Software is a prerequisite to completing the ECM Development Environment.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	2-Dec-19
Due Date	22-Dec-19
Attachment B Pricing	\$134,087.00
Performance Measure	Completion and on-time delivery of the ECM Development Environment with supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.04. Install ECM Solution

Description	Provide all completed ECM technical environments across development, testing and production, including all components necessary for the ECM Solution to function.
Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The ECM Solution will document a detailed listing of components verified to support all ECM technical environments, including:</p> <ul style="list-style-type: none">• Environment name and description• Supporting Cloud Hardware• Supporting Cloud Operating System and Database Software• ECM specific software components installed

Deliverable: #1.04. Install ECM Solution

	<ul style="list-style-type: none">• Any other software installed• Access controls and user permissions• Deployment guidelines and standards• Integration with other environments or components
Accompanying Tasks	Completion of the ECM Solution is a prerequisite to beginning integration and user acceptance testing activities.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	13-Jan-20
Due Date	2-Feb-20
Attachment B Pricing	\$357,564.00
Performance Measure	Successful completion and on-time delivery of the Install ECM Solution with supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.05 ECM Discovery Results

Description	Provides a description of the ECM Discovery approach and findings to support subsequent design activities.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The ECM Discovery will document the following: <ul style="list-style-type: none">• Approach utilized for the discovery process, including interviews and meetings held with project stakeholders• Discovered artifact list, defining the name, location, purpose and relevance of the discovered artifact to the design process• Risks, issues and lessons learned directly attributable to the ECM Discovery process
Accompanying Tasks	The Contractor shall facilitate any necessary discovery interviews, session or meetings with OAG identified subject matter staff. For artifacts identified as necessary to support further ITMP activities, the OAG will provide the artifacts to the project team for storage on the project repository.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	17-Oct-19

Deliverable: #1.05 ECM Discovery Results

Due Date	6-Nov-19
Attachment B Pricing	\$178,782.00
Performance Measure	Successful completion and on-time delivery of the ECM Discovery Results with results capable of supporting subsequent design activities.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.06 OCM Plan

Description	Document the impact of delivering the project's products to the user organization and individual users; the readiness of the user organization and individual users to accept those changes; and describe and plan the action necessary to facilitate those changes.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The OCM Plan will include the following: <ul style="list-style-type: none">• Description of the impact of delivering the project's products to the user organization and individual users• The current readiness of the user organization and individual users to accept those changes• Plan for the action necessary to facilitate those changes• Approach to organizational readiness assessments and OCM related communications aligned with the approved project schedule• Approach for incorporation of lessons learned into subsequent OCM activities• Training Plan
Accompanying Tasks	The OCM Plan must align communications, training and readiness assessments with the overall approved ITMP Project Schedule.
Documentation to Establish Completion	The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	17-Oct-19
Due Date	6-Nov-19
Attachment B Pricing	\$134,087.00
Performance Measure	Successful completion and on-time delivery of the OCM Plan with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for

Deliverable: #1.06 OCM Plan

	that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.
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Deliverable: #1.07 ECM Solution Design

Description	<p>Provide functional and technical description of the ECM Solution at a level of detail necessary to support subsequent build and configuration activities. Functional and Technical Designs shall be traceable to approved ECM requirements.</p> <p>Functional Designs shall provide a visual representation of the To-Be system from a user's perspective, including screen layouts, navigation features, workflow, electronic forms and data validation.</p> <p>Technical Designs shall provide associated linkages to functional designs if applicable, as well as interface and integration specifications.</p>
Component Details	<p>This deliverable will consist of a MS Word document and supporting design attachments. The ECM Solution Design will include the following:</p> <p>Functional Designs:</p> <ul style="list-style-type: none"> • Mapping to requirements • Visual representation of the To-Be system from a user's perspective • Screen layouts • Navigation features • Workflows • Electronic forms • Data validation rules <p>Technical Designs:</p> <ul style="list-style-type: none"> • Mapping to requirements • Functional design linkages • Technical specification necessary to support build and configuration • Interface specifications • Integration Specifications
Accompanying Tasks	An updated Requirements Traceability Matrix will be provided with the ECM Solution Design documenting the linkages between requirements and functional and technical designs.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	22-Nov-19
Due Date	12-Dec-19
Attachment B Pricing	\$357,564.00
Performance Measure	Successful completion and on-time delivery of the ECM Solution Design with supporting artifacts.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified.

Deliverable: #1.07 ECM Solution Design

	For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.
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Deliverable: #1.08 ECM Test Plan

Description	Provide a plan describing supporting activities and standards for each major testing phase, including integration testing, user acceptance testing, performance testing, and Pilot.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The ECM Test Plan will include: <ul style="list-style-type: none"> • Testing roles and responsibilities by testing phase • Testing approach by testing phase • Test Case development approach by testing phase • Entry and Exit Criteria for each testing phase • Defect resolution approach by testing phase • Document Testing environments
Accompanying Tasks	The ECM Solution Design is a prerequisite and input into development of the ECM Test Plan.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	27-Dec-19
Due Date	16-Jan-20
Attachment B Pricing	\$134,087.00
Performance Measure	Successful completion and on-time delivery of the ECM Test Plan with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.09 ECM Test Cases

Description	Provide individual test cases traceable to approved requirements and designs necessary to test the end to end functionality of the solution, from both a user and technical perspective. Test cases should be unambiguous and support positive, negative and exception testing of the solution.
Component Details	This deliverable will consist of a MS Word document and supporting MS Word and Excel attachments. Each ECM Test Case will include the following:

Deliverable: #1.09 ECM Test Cases

	<ul style="list-style-type: none"> • Associated requirements and designs • User role executing the test case • Context of the test case in an end to end business process • Detailed and unambiguous instructions for execution • Previous and subsequent associated test cases
Accompanying Tasks	Test Cases will be defined in the ECM Test Plan as part of the entry criteria for testing phases. An updated Requirements Traceability Matrix will be provided with the ECM Test Cases documenting the linkages between requirements, designs individual test cases.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	12-Feb-20
Due Date	3-Mar-20
Attachment B Pricing	\$268,173.00
Performance Measure	Successful completion and on-time delivery of the ECM Test Cases with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.10 ECM Product Demonstration 1

Description	Provide a live demonstration of the as-built solution covering functionality from recent build and configuration sprints for review and feedback.
Component Details	This deliverable will consist of a live demonstration and MS Word document to record demonstration details. The live product demonstration will include all features built and configured from associated sprints and demonstrate the end to end business process from a user perspective.
Accompanying Tasks	Product demonstrations occur at the end of associated build and configuration sprints, to incorporate regular user feedback into the solution.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	10-Jan-20
Due Date	30-Jan-20

Deliverable: #1.10 ECM Product Demonstration 1

Attachment B Pricing	\$134,087.00
Performance Measure	Successful completion and on-time delivery of the ECM Product Demonstration 1 with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.11 ECM Product Demonstration 2

Description	Provide a live demonstration of the as-built solution covering functionality from recent build and configuration sprints for review and feedback.
Component Details	This deliverable will consist of a live demonstration and MS Word document to record demonstration details. The live product demonstration will include all features built and configured from associated sprints and demonstrate the end to end business process from a user perspective.
Accompanying Tasks	Product demonstrations occur at the end of associated build and configuration sprints, to incorporate regular user feedback into the solution.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	24-Jan-20
Due Date	13-Feb-20
Attachment B Pricing	\$134,087.00
Performance Measure	Successful completion and on-time delivery of the ECM Product Demonstration 2 with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.12 ECM Product Demonstration 3

Description	Provide a live demonstration of the as-built solution covering functionality from recent build and configuration sprints for review and feedback.
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Deliverable: #1.12 ECM Product Demonstration 3

Component Details	This deliverable will consist of a live demonstration and MS Word document to record demonstration details. The live product demonstration will include all features built and configured from associated sprints and demonstrate the end to end business process from a user perspective.
Accompanying Tasks	Product demonstrations occur at the end of associated build and configuration sprints, to incorporate regular user feedback into the solution.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	21-Feb-20
Due Date	12-Mar-20
Attachment B Pricing	\$134,087.00
Performance Measure	Successful completion and on-time delivery of the ECM Product Demonstration 3 with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.13 ECM Data Conversion Mapping

Description	Provide a detailed mapping of source data elements to target system data elements to support subsequent data conversion and development activities.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The ECM Data Conversion Mapping will include: <ul style="list-style-type: none"> • Source data details, including the database, schema, table, column and business description of the data element • Mapped Target data details, including the database, schema, table, column and business description of the data element • Data Validation and transformation rules • Exception handling
Accompanying Tasks	The ECM Data Conversion Mapping will be developed and submitted in parallel with the ECM Solution Design.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	22-Nov-19
Due Date	12-Dec-19

Deliverable: #1.13 ECM Data Conversion Mapping

Attachment B Pricing	\$134,087.00
Performance Measure	Successful completion and on-time delivery of the ECM Data Conversion Mapping with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.14 ECM Data Conversion Test Results

Description	Provide testing results for each test conversion run, including a description of the source data set, quality and quantity analysis of resulting target system data, exception handling, and recommendations for any manual data cleansing required.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. For each test conversion run, the ECM Data Conversion Test Results will include: <ul style="list-style-type: none">• Description of the source data set• Quality and quantity analysis of resulting target system data• Exception handling• Recommendations for any manual data cleansing required
Accompanying Tasks	Test conversion runs must support ongoing build, configure and testing activities. Interim versions of the data conversion test results will be delivered to the OAG test runs are completed.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	27-Mar-20
Due Date	16-Apr-20
Attachment B Pricing	\$134,087.00
Performance Measure	Successful completion and on-time delivery of the ECM Data Conversion Results with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.15 ECM Integration Test Results

Description	Provide end to end integration testing results following the completion of build and configuration sprints, utilizing approved test cases.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The ECM Integration Test Results will include: <ul style="list-style-type: none">• Time phased view of test cases passed, failed, and retests following defect resolution.• Documented completion of integration testing exit criteria in compliance with the approved test plan• Listing of any remaining defects that should be approved to move forward into user acceptance testing based on the approved ECM Test Plan
Accompanying Tasks	ECM build and configuration sprints must be completed prior to the beginning of the end to end integration testing process.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	27-Mar-20
Due Date	16-Apr-20
Attachment B Pricing	\$134,087.00
Performance Measure	Successful completion and on-time delivery of the ECM Integration Test Results with required subcomponents to demonstrate system functionality.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.16 ECM Training Development Complete

Description	Provide the developed training materials intended for system administrators and end users of the system.
Component Details	This deliverable will consist of a MS Word document and supporting training material attachments. The ECM Training Development Complete will include: <ul style="list-style-type: none">• Course outline for each course• Training course participant manuals with step-by-step instructions for tasks and instructions for completing hands-on practice activities.• Associated job aids to provide step-by-step guidance in the performance of common tasks.• Online instructional video for key tasks
Accompanying Tasks	Development of training materials must be completed prior to completion of end to end integration testing.

Deliverable: #1.16 ECM Training Development Complete

Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	20-Mar-20
Due Date	9-Apr-20
Attachment B Pricing	\$357,564.00
Performance Measure	Successful completion and on-time delivery of the ECM Training Development Complete with required supporting artifacts.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.17 Training for Sys Admin

Description	Complete Onsite Instructor Led Train-the-Trainer courses with OAG selected staff
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Training for Sys Admin will include: <ul style="list-style-type: none">• Description of Train-the-Trainer sessions completed, including location, times and dates• Document associated training materials presented• OAG participants to the training course
Accompanying Tasks	Training for system administrators must be completed prior to the completion of user acceptance testing.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	1-May-20
Due Date	21-May-20
Attachment B Pricing	\$134,087.00
Performance Measure	Successful completion and on-time delivery of the Training for Sys Admin with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified.

Deliverable: #1.17 Training for Sys Admin

	For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.
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Deliverable: #1.18 Training for End Users for initial rollout

Description	Complete Onsite Instructor Led Train-the-Trainer courses with OAG selected staff
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Training for End Users for Initial Rollout will include: <ul style="list-style-type: none"> • Description of Train-the-Trainer sessions completed, including location, times and dates • Document associated training materials presented • OAG participants to the training course
Accompanying Tasks	Training for end users for initial rollout must be completed prior to the completion of user acceptance testing.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	1-May-20
Due Date	21-May-20
Attachment B Pricing	\$134,087.00
Performance Measure	Successful completion and on-time delivery of the Training for End Users for initial rollout with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.19 ECM Testing Complete

Description	Provide user acceptance testing results following the completion of end to end integration testing, utilizing approved test cases.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The ECM Testing Complete will include: <ul style="list-style-type: none"> • Time phased view of test cases passed, failed, and retests following defect resolution. • OAG testers with associated roles and test cases assigned • Documented completion of user acceptance testing exit criteria in compliance with the approved test plan • Listing of any remaining defects that should be approved to move forward into production based on the approved ECM Test Plan

Deliverable: #1.19 ECM Testing Complete

Accompanying Tasks	ECM end to end integration testing must be completed prior to the beginning of the user acceptance testing process.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	1-May-20
Due Date	21-May-20
Attachment B Pricing	\$357,564.00
Performance Measure	Successful completion and on-time delivery of the ECM Testing Complete with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.20 Initiate ECM User rollout

Description	Provide the deployment and implementation process, associated checklists and evidence that the ECM Solution has been rolled out for the Pilot phase.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Initiate ECM User Rollout will include: <ul style="list-style-type: none">• Deployment and implementation process• Deployment and implementation roles and responsibilities• Associated detailed implementation checklists• Checklists and results for verifying practice and actual deployments are successful, including system performance, functional verification and technical verification• Deployment rollback checklists, with evidence verifying success during practice runs• Final deployment results for Pilot
Accompanying Tasks	Completion of the ECM User Rollout deliverable must occur prior to entering Pilot.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	1-May-20
Due Date	21-May-20

Deliverable: #1.20 Initiate ECM User rollout

Attachment B Pricing	\$134,087.00
Performance Measure	Successful completion and on-time delivery of the Initiate ECM User Rollout with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.21 ECM SIRE Data Conversion

Description	Provide results for the final production data conversion, including a description of the source data set, quality and quantity analysis of resulting target system data, exception handling, and recommendations for any manual data cleansing required.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The ECM SIRE Data Conversion will include: <ul style="list-style-type: none">• Description of the source data set• Quality and quantity analysis of resulting target production data• Exception handling• Recommendations for any manual data cleansing required
Accompanying Tasks	Final data conversion to production must occur in parallel and support the statewide deployment following Pilot.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	3-Jun-20
Due Date	23-Jun-20
Attachment B Pricing	\$357,564.00
Performance Measure	Successful completion and on-time delivery of the ECM SIRE Data Conversion with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #1.22 Complete ECM Training & Rollout	
Description	Provide evidence that all planned training and statewide rollout activities are completed.
Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Complete ECM Training & Rollout will include:</p> <ul style="list-style-type: none"> • Document any training activities occurring after completion of the Training for Sys Admin and End user deliverables, in the same format as those previous deliverables. • Document the final production deployment and implementation with the same components of the Initiate ECM User Rollout deliverable.
Accompanying Tasks	Statewide rollout of the ECM solution will only occur following successful completion of Pilot based on the approved ECM Test Plan.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	3-Jun-20
Due Date	23-Jun-20
Attachment B Pricing	\$357,558.00
Performance Measure	Successful completion and on-time delivery of the Complete ECM Training & Rollout with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

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Phase 2: Analysis

Deliverable: #2.01. Updated Project Plan	
Description	Provide an updated Program Project Plan for ITMP (ITMP Project Plan) to further elaborate Phase II of the ITMP. The purpose of the Project Management Plan (Project Plan) is to define a work plan and schedule with all tasks, deliverables, staff resources, durations, and anticipated start and end dates for project tasks. The Project Plan demonstrates a basic understanding of the problem, opportunity, or need; provides a direction for the project that accurately aligns with the needs of the organization; and accurately reflects the work to be done.
Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The ITMP updated Project Plan must include all required Project Management Institute (PMI) components, as well as comply with F.A.C. 74-1 Project Management and Oversight standards based on a risk and complexity assessment. These components, which may be documented as separate subsidiary plans if needed, include:</p> <ul style="list-style-type: none"> • Project Scope • Project Approach • Project Deliverables • Assumptions • Constraints • Work Breakdown Structure • Project Organizational and Governance Structure • Program Requirements and Enhancements • State and District Requirements • Security Requirements • Resource Plan • Schedule Management • Project Schedule • Project Budget • Project Spending Plan • Communications Management Plan • Integrated Change Management Plan • Quality Assurance Management Plan • Deliverable Acceptance Plan • Risk Management and Risk Log • Issue Management and Issue Log • Action Item registry / log • Document Management • Project Status • Procurement Management Plan • Stakeholders Management Plan • Organizational Change Management Plan (see separate deliverable) • Requirements Traceability Matrix
Accompanying Tasks	As part of Phase Initiation, an Initial Kickoff Meeting is to be held with key Contractor staff and OAG staff in accordance with the approved project schedule.

Deliverable: #2.01. Updated Project Plan

Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	22-May-20
Due Date	11-Jun-20
Attachment B Pricing	\$63,727.00
Performance Measure	Successful completion and on-time delivery of the Updated Project Plan with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #2.02 Updated Project Schedule

Description	<p>This deliverable will consist of a MS Word document and supporting MS Project attachment. The Updated Project Schedule will:</p> <ul style="list-style-type: none">• Detail all known project tasks, effort hour estimates, task resource assignments, percent of the project that is complete, proposed task begin and end dates, and proposed start and end dates for the project;• Include earned value and other requirements in accordance with Chapter 74-1, F.A.C.• Be baselined with the starting information approved by OAG;• Be developed and submitted in an .mpp and .pdf format;• Accurately reflect the schedule, deliverables, review process, and tasks as defined in the Project Plan.• Be developed according to PMI standards and the Schedule Management section of the Project Plan.
Component Details	The Updated Project Schedule will further elaborate the Work Breakdown Structure defined in the Project Plan by Phase, Subphase and Deliverable for the ITMP Project Phase II.
Accompanying Tasks	The Updated Project Schedule will be verified and validated against the schedule standards defined in the Schedule Management section of the Project Plan.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	22-May-20
Due Date	11-Jun-20

Deliverable: #2.02 Updated Project Schedule

Attachment B Pricing	\$63,727.00
Performance Measure	Successful completion and on-time delivery of the Updated Project Schedule with required standards met from the Project Plan.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #2.03 Analysis Approach Document

Description	Provide the approach and process to be utilized in developing CMS/CRM requirements and the fit / gap analysis and recommendations.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Analysis Approach Document will include: <ul style="list-style-type: none"> • Requirements development and traceability approach • Approach to engaging project stakeholders for requirements development sessions • Approach to requirements refinement and verification • Approach to requirements validation by OAG participants • Approach to developing the fit / gap analysis for options comparison • Approach to developing recommendations for the CMS/CRM solution
Accompanying Tasks	Development of the Analysis Approach Document will commence at the beginning of Phase 2, in parallel with development of the Updated Project Plan and Schedule.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	16-Jun-20
Due Date	6-Jul-20
Attachment B Pricing	\$63,727.00
Performance Measure	Successful completion and on-time delivery of the Analysis Approach Document with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #2.04 Requirements Specification Document Part 1

Description	<p>Provide an interim set of CMS/CRM requirements in development. Requirements developed will be:</p> <ul style="list-style-type: none">• Complete;• Specific;• Separated into “must have” and “optional;”• Separated into either “functional” requirements or “technical” requirements;<ul style="list-style-type: none">○ Functional requirements include those related to tasks, activities, screens, data flow, inputs, and outputs; and○ Technical requirements include those related to availability, reliability, performance, backup, recovery, archive, and security.• Measurable;• Prioritized;• Achievable; and• Connected.
Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Requirements Specification Document Part 1 will include:</p> <ul style="list-style-type: none">• List of requirements development sessions held and participants• Detailed listing of draft requirements developed to date, including:<ul style="list-style-type: none">○ Process Area○ Requirement Type○ Business Requirement Sub-Type○ Requirement Description○ Source○ Priority○ Requirements Necessity○ Status○ Constraint(s)○ Constraint Type
Accompanying Tasks	None.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	3-Aug-20
Due Date	23-Aug-20
Attachment B Pricing	\$159,318.00
Performance Measure	Successful completion and on-time delivery of the Requirements Specification Document Part 1 with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #2.05 Requirements Specification Document Complete	
Description	<p>Provide the final set of CMS/CRM requirements. Requirements developed will be:</p> <ul style="list-style-type: none">• Complete;• Specific;• Separated into “must have” and “optional;”• Separated into either “functional” requirements or “technical” requirements;<ul style="list-style-type: none">○ Functional requirements include those related to tasks, activities, screens, data flow, inputs, and outputs; and○ Technical requirements include those related to availability, reliability, performance, backup, recovery, archive, and security.• Measurable;• Prioritized;• Achievable; and• Connected.
Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Requirements Specification Document Complete will include:</p> <ul style="list-style-type: none">• List of requirements development sessions held and participants• Detailed listing of requirements, including:<ul style="list-style-type: none">○ Process Area○ Requirement Type○ Business Requirement Sub-Type○ Requirement Description○ Source○ Priority○ Requirements Necessity○ Status○ Constraint(s)○ Constraint Type
Accompanying Tasks	None.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	27-Aug-20
Due Date	16-Sep-20
Attachment B Pricing	\$159,318.00
Performance Measure	Successful completion and on-time delivery of the Requirements Specification Complete with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #2.06. Fit / Gap Analysis & Recommendation	
Description	Provide a fit / gap analysis for potential market leading CMS/CRM solutions when measured against requirements, with recommendations for selection of a CMS/CRM Solution.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Fit / Gap Analysis & Recommendation will include: <ul style="list-style-type: none">○ Rationale for options analyzed based on requirements○ Fit / gap analysis for each option to be compared○ Comparison of fitness for use of each CMS/CRM solution option○ Risks and Issues associated with each solution option○ Benefits of each solution○ Recommendation for the preferred CMS/CRM solution based on the results of the fit / gap and analysis and associated risks, issues and benefits○ Mitigation plan, if necessary, for any remaining gaps in the recommended solution.
Accompanying Tasks	The Fit / Gap analysis will begin once requirements are sufficiently developed to select potential options for a CMS/CRM solution from existing market leaders at that time.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	1-Sep-20
Due Date	21-Sep-20
Attachment B Pricing	\$127,453.00
Performance Measure	Successful completion and on-time delivery of the Fit / Gap Analysis & Recommendation with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Phase 3: CMS / CRM Implementation

Deliverable: #3.01 Updated Project Plan	
Description	Provide an updated Program Project Plan for ITMP (ITMP Project Plan) to further elaborate Phase III of the ITMP. The purpose of the Project Management Plan (Project Plan) is to define a work plan and schedule with all tasks, deliverables, staff resources, durations, and anticipated start and end dates for project tasks. The Project Plan demonstrates a basic understanding of the problem, opportunity, or need; provides a direction for the project that accurately aligns with the needs of the organization; and accurately reflects the work to be done.
Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The ITMP updated Project Plan must include all required Project Management Institute (PMI) components, as well as comply with F.A.C. 74-1 Project Management and Oversight standards based on a risk and complexity assessment. These components, which may be documented as separate subsidiary plans if needed, include:</p> <ul style="list-style-type: none"> • Project Scope • Project Approach • Project Deliverables • Assumptions • Constraints • Work Breakdown Structure • Project Organizational and Governance Structure • Program Requirements and Enhancements • State and District Requirements • Security Requirements • Resource Plan • Schedule Management • Project Schedule • Project Budget • Project Spending Plan • Communications Management Plan • Integrated Change Management Plan • Quality Assurance Management Plan • Deliverable Acceptance Plan • Risk Management and Risk Log • Issue Management and Issue Log • Action Item registry / log • Document Management • Project Status • Procurement Management Plan • Stakeholders Management Plan • Organizational Change Management Plan (see separate deliverable) • Requirements Traceability Matrix
Accompanying Tasks	As part of Phase Initiation, an Initial Kickoff Meeting is to be held with key Contractor staff and OAG staff in accordance with the approved project schedule.

Deliverable: #3.01 Updated Project Plan	
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	6-Oct-20
Due Date	26-Oct-20
Attachment B Pricing	\$147,347.00
Performance Measure	Successful completion and on-time delivery of the Updated Project Plan with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.02 Updated Project Schedule	
Description	<p>The Updated Project Schedule will:</p> <ul style="list-style-type: none">• Detail all known project tasks, effort hour estimates, task resource assignments, percent of the project that is complete, proposed task begin and end dates, and proposed start and end dates for the project;• Include earned value and other requirements in accordance with Chapter 74-1, F.A.C.• Be baselined with the starting information approved by OAG;• Be developed and submitted in an .mpp and .pdf format;• Accurately reflect the schedule, deliverables, review process, and tasks as defined in the Project Plan.• Be developed according to PMI standards and the Schedule Management section of the Project Plan.
Component Details	This deliverable will consist of a MS Word document and supporting MS Project attachment. The Updated Project Schedule will further elaborate the Work Breakdown Structure defined in the Project Plan by Phase, Subphase and Deliverable for the ITMP Project Phase III.
Accompanying Tasks	The Updated Project Schedule will be verified and validated against the schedule standards defined in the Schedule Management section of the Project Plan.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	6-Oct-20
Due Date	26-Oct-20

Deliverable: #3.02 Updated Project Schedule

Attachment B Pricing	\$147,347.00
Performance Measure	Successful completion and on-time delivery of the Updated Project Schedule with required standards met from the Project Plan.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.03 Updated OCM Plan

Description	Document the impact of delivering the project's products to the user organization and individual users; the readiness of the user organization and individual users to accept those changes; and describe and plan the action necessary to facilitate those changes.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Updated OCM Plan will include the following: <ul style="list-style-type: none"> • Description of the impact of delivering the project's products to the user organization and individual users • The current readiness of the user organization and individual users to accept those changes • Plan for the action necessary to facilitate those changes • Approach to organizational readiness assessments and OCM related communications aligned with the approved project schedule • Approach for incorporation of lessons learned into subsequent OCM activities • Training Plan
Accompanying Tasks	The OCM Plan must align communications, training and readiness assessments with the overall approved ITMP Project Schedule.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	6-Nov-20
Due Date	26-Nov-20
Attachment B Pricing	\$147,347.00
Performance Measure	Successful completion and on-time delivery of the Updated OCM Plan with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified.

Deliverable: #3.03 Updated OCM Plan

	For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.
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Deliverable: #3.04 CMS/CRM Development Environment

Description	Provide a completed software development environment including all components necessary for CMS/CRM build and configuration activities to commence.
Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The CMS/CRM Development Environment will document a detailed listing of components verified to support subsequent CMS/CRM build and configuration activities, including:</p> <ul style="list-style-type: none"> • Environment name and description • Supporting Cloud Hardware • Supporting Cloud Operating System and Database Software • CMS/CRM specific software components installed • Any other software installed • Access controls and user permissions • Development guidelines and standards • Integration with other development environments or components
Accompanying Tasks	Procurement and installation of all Hardware and Software is a prerequisite to completing the CMS/CRM Development Environment.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	14-Dec-20
Due Date	3-Jan-21
Attachment B Pricing	\$147,347.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Development Environment with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.05 Installation of the CMS/CRM Solution

Description	Provide all completed CMS/CRM technical environments across development, testing and production, including all components necessary for the CMS/CRM Solution to function.
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Deliverable: #3.05 Installation of the CMS/CRM Solution

Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The CMS/CRM Solution will document a detailed listing of components verified to support all CMS/CRM technical environments, including:</p> <ul style="list-style-type: none"> • Environment name and description • Supporting Cloud Hardware • Supporting Cloud Operating System and Database Software • CMS/CRM specific software components installed • Any other software installed • Access controls and user permissions • Deployment guidelines and standards • Integration with other environments or components
Accompanying Tasks	Completion of the CMS/CRM Solution is a prerequisite to beginning integration and user acceptance testing activities.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	5-Mar-21
Due Date	25-Mar-21
Attachment B Pricing	\$392,925.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Solution with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.06 CMS / CRM Solution Design

Description	<p>Provide functional and technical description of the CMS/CRM Solution at a level of detail necessary to support subsequent build and configuration activities. Functional and Technical Designs shall be traceable to approved CMS/CRM requirements.</p> <p>Functional Designs shall provide a visual representation of the To-Be system from a user's perspective, including screen layouts, navigation features, workflow, electronic forms and data validation.</p> <p>Technical Designs shall provide associated linkages to functional designs if applicable, as well as interface and integration specifications.</p>
Component Details	<p>This deliverable will consist of a MS Word document and supporting design attachments. The CMS/CRM Solution Design will include the following:</p> <p>Functional Designs:</p> <ul style="list-style-type: none"> • Mapping to requirements • Visual representation of the To-Be system from a user's perspective • Screen layouts

Deliverable: #3.06 CMS / CRM Solution Design

	<ul style="list-style-type: none"> • Navigation features • Workflows • Electronic forms • Data validation rules <p>Technical Designs:</p> <ul style="list-style-type: none"> • Mapping to requirements • Functional design linkages • Technical specification necessary to support build and configuration • Interface specifications • Integration Specifications
Accompanying Tasks	An updated Requirements Traceability Matrix will be provided with the CMS/CRM Solution Design documenting the linkages between requirements and functional and technical designs.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	9-Dec-20
Due Date	29-Dec-20
Attachment B Pricing	\$392,925.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Solution Design with required supporting artifacts.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.07 CMS/CRM Test Plan

Description	Provide a plan describing supporting activities and standards for each major testing phase, including integration testing, user acceptance testing, performance testing, and Pilot.
Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The CMS/CRM Test Plan will include:</p> <ul style="list-style-type: none"> • Testing roles and responsibilities by testing phase • Testing approach by testing phase • Test Case development approach by testing phase • Entry and Exit Criteria for each testing phase • Defect resolution approach by testing phase • Document Testing environments
Accompanying Tasks	The CMS/CRM Solution Design is a prerequisite and input into development of the CMS/CRM Test Plan.

Deliverable: #3.07 CMS/CRM Test Plan

Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	31-Dec-20
Due Date	20-Jan-21
Attachment B Pricing	\$147,347.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Test Plan with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.08 CMS/CRM Test Cases

Description	Provide individual test cases traceable to approved requirements and designs necessary to test the end to end functionality of the solution, from both a user and technical perspective. Test cases should be unambiguous and support positive, negative and exception testing of the solution.
Component Details	This deliverable will consist of a MS Word document and supporting MS Word and MS Excel attachments. Each CMS/CRM Test Case will include the following: <ul style="list-style-type: none">• Associated requirements and designs• User role executing the test case• Context of the test case in an end to end business process• Detailed and unambiguous instructions for execution• Previous and subsequent associated test cases
Accompanying Tasks	Test Cases will be defined in the CMS/CRM Test Plan as part of the entry criteria for testing phases. An updated Requirements Traceability Matrix will be provided with the CMS/CRM Test Cases documenting the linkages between requirements, designs individual test cases.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	16-Apr-21
Due Date	6-May-21
Attachment B Pricing	\$294,694.00

Deliverable: #3.08 CMS/CRM Test Cases

Performance Measure	Successful completion and on-time delivery of the CMS/CRM Test Cases with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.09 CMS/CRM Product Demonstration 1

Description	Provide a live demonstration of the as-built solution covering functionality from recent build and configuration sprints for review and feedback.
Component Details	This deliverable will consist of a live demonstration and MS Word document to record demonstration details. The live product demonstration will include all features built and configured from associated sprints and demonstrate the end to end business process from a user perspective.
Accompanying Tasks	Product demonstrations occur at the end of associated build and configuration sprints, to incorporate regular user feedback into the solution.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	27-Jan-21
Due Date	16-Feb-21
Attachment B Pricing	\$196,462.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Product Demonstration 1 with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.10 CMS/CRM Product Demonstration 2

Description	Provide a live demonstration of the as-built solution covering functionality from recent build and configuration sprints for review and feedback.
Component Details	This deliverable will consist of a live demonstration and MS Word document to record demonstration details. The live product demonstration will include all features built and configured from associated sprints and demonstrate the end to end business process from a user perspective.

Deliverable: #3.10 CMS/CRM Product Demonstration 2

Accompanying Tasks	Product demonstrations occur at the end of associated build and configuration sprints, to incorporate regular user feedback into the solution.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	5-Mar-21
Due Date	25-Mar-21
Attachment B Pricing	\$196,462.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Product Demonstration 2 with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.11 CMS/CRM Product Demonstration 3

Description	Provide a live demonstration of the as-built solution covering functionality from recent build and configuration sprints for review and feedback.
Component Details	This deliverable will consist of a live demonstration and MS Word document to record demonstration details. The live product demonstration will include all features built and configured from associated sprints and demonstrate the end to end business process from a user perspective.
Accompanying Tasks	Product demonstrations occur at the end of associated build and configuration sprints, to incorporate regular user feedback into the solution.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	23-Apr-21
Due Date	13-May-21
Attachment B Pricing	\$196,462.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Product Demonstration 3 with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for

Deliverable: #3.11 CMS/CRM Product Demonstration 3

	that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.
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Deliverable: #3.12 CMS/CRM Data Conversion Mapping

Description	Provide a detailed mapping of source data elements to target system data elements to support subsequent data conversion and development activities.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The CMS/CRM Data Conversion Mapping will include: <ul style="list-style-type: none"> • Source data details, including the database, schema, table, column and business description of the data element • Mapped Target data details, including the database, schema, table, column and business description of the data element • Data Validation and transformation rules • Exception handling
Accompanying Tasks	The CMS/CRM Data Conversion Mapping will be developed and submitted in parallel with the CMS/CRM Solution Design.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	9-Dec-20
Due Date	29-Dec-20
Attachment B Pricing	\$196,462.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Data Conversion Mapping with required subcomponents.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.13 CMS/CRM Data Conversion Test Results

Description	Provide testing results for each test conversion run, including a description of the source data set, quality and quantity analysis of resulting target system data, exception handling, and recommendations for any manual data cleansing required.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. For each test conversion run, the CMS/CRM Data Conversion Test Results will include: <ul style="list-style-type: none"> • Description of the source data set • Quality and quantity analysis of resulting target system data

Deliverable: #3.13 CMS/CRM Data Conversion Test Results

	<ul style="list-style-type: none">• Exception handling• Recommendations for any manual data cleansing required
Accompanying Tasks	Test conversion runs must support ongoing build, configure and testing activities. Interim versions of the data conversion test results will be delivered to the OAG test runs are completed.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	19-May-21
Due Date	8-Jun-21
Attachment B Pricing	\$147,347.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Data Conversion Test Results with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.14 CMS/CRM Integration Test Results

Description	Provide end to end integration testing results following the completion of build and configuration sprints, utilizing approved test cases.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The CMS/CRM Integration Test Results will include: <ul style="list-style-type: none">• Time phased view of test cases passed, failed, and retests following defect resolution.• Documented completion of integration testing exit criteria in compliance with the approved test plan• Listing of any remaining defects that should be approved to move forward into user acceptance testing based on the approved CMS/CRM Test Plan
Accompanying Tasks	CMS/CRM build and configuration sprints must be completed prior to the beginning of the end to end integration testing process.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	19-May-21
Due Date	8-Jun-21

Deliverable: #3.14 CMS/CRM Integration Test Results

Attachment B Pricing	\$147,347.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Integration Test Results with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.15 CMS/CRM Training Development

Description	Provide the developed training materials intended for system administrators and end users of the system.
Component Details	This deliverable will consist of a MS Word document and supporting training material attachments. The CMS/CRM Training Development Complete will include: <ul style="list-style-type: none">• Course outline for each course• Training course participant manuals with step-by-step instructions for tasks and instructions for completing hands-on practice activities.• Associated job aids to provide step-by-step guidance in the performance of common tasks.• Online instructional video for key tasks
Accompanying Tasks	Development of training materials must be completed prior to completion of end to end integration testing.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	25-May-21
Due Date	14-Jun-21
Attachment B Pricing	\$392,925.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Training Development with required supporting artifacts.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.16 Training for Sys Admin

Description	Complete Onsite Instructor Led Train-the-Trainer courses with OAG selected staff
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Training for Sys Admin will include: <ul style="list-style-type: none"> • Description of Train-the-Trainer sessions completed, including location, times and dates • Document associated training materials presented • OAG participants to the training course
Accompanying Tasks	Training for system administrators must be completed prior to the completion of user acceptance testing.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	22-Jun-21
Due Date	12-Jul-21
Attachment B Pricing	\$147,347.00
Performance Measure	Successful completion and on-time delivery of the Training for Sys Admin with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.17 Training for End Users for initial rollout

Description	Complete Onsite Instructor Led Train-the-Trainer courses with OAG selected staff
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Training for End Users for Initial Rollout will include: <ul style="list-style-type: none"> • Description of Train-the-Trainer sessions completed, including location, times and dates • Document associated training materials presented • OAG participants to the training course
Accompanying Tasks	Training for end users for initial rollout must be completed prior to the completion of user acceptance testing.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	22-Jun-21

Deliverable: #3.17 Training for End Users for initial rollout

Due Date	12-Jul-21
Attachment B Pricing	\$147,347.00
Performance Measure	Successful completion and on-time delivery of the Training for End Users for initial rollout with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.18 CMS / CRM Testing Complete

Description	Provide user acceptance testing results following the completion of end to end integration testing, utilizing approved test cases.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The CMS/CRM Testing Complete will include: <ul style="list-style-type: none">• Time phased view of test cases passed, failed, and retests following defect resolution.• CMS/CRM testers with associated roles and test cases assigned• Documented completion of user acceptance testing exit criteria in compliance with the approved test plan• Listing of any remaining defects that should be approved to move forward into production based on the approved CMS/CRM Test Plan
Accompanying Tasks	CMS/CRM end to end integration testing must be completed prior to the beginning of the user acceptance testing process.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	6-Jul-21
Due Date	26-Jul-21
Attachment B Pricing	\$392,925.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Testing Complete with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.19 Initiate CMS / CRM Rollout	
Description	Provide the deployment and implementation process, associated checklists and evidence that the CMS/CRM Solution has been rolled out for the Pilot phase.
Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Initiate CMS/CRM User Rollout will include:</p> <ul style="list-style-type: none"> • Deployment and implementation process • Deployment and implementation roles and responsibilities • Associated detailed implementation checklists • Checklists and results for verifying practice and actual deployments are successful, including system performance, functional verification and technical verification • Deployment rollback checklists, with evidence verifying success during practice runs • Final deployment results for Pilot
Accompanying Tasks	Completion of the CMS/CRM User Rollout deliverable must occur prior to entering Pilot.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	6-Jul-21
Due Date	26-Jul-21
Attachment B Pricing	\$147,347.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Rollout with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.20 CMS/CRM SIRE Data Conversion	
Description	Provide results for the final production data conversion, including a description of the source data set, quality and quantity analysis of resulting target system data, exception handling, and recommendations for any manual data cleansing required.
Component Details	<p>This deliverable will consist of a MS Word document and supporting MS Excel attachments. The CMS/CRM SIRE Data Conversion will include:</p> <ul style="list-style-type: none"> • Description of the source data set • Quality and quantity analysis of resulting target production data • Exception handling • Recommendations for any manual data cleansing required

Deliverable: #3.20 CMS/CRM SIRE Data Conversion

Accompanying Tasks	Final data conversion to production must occur in parallel and support the statewide deployment following Pilot.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	1-Sep-21
Due Date	21-Sep-21
Attachment B Pricing	\$392,925.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM SIRE Data Conversion with required supporting evidence.
Financial Consequences	For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

Deliverable: #3.21 Complete CMS/CRM Training & Rollout

Description	Provide evidence that all planned training and statewide rollout activities are completed.
Component Details	This deliverable will consist of a MS Word document and supporting MS Excel attachments. The Complete CMS/CRM Training & Rollout will include: <ul style="list-style-type: none"> Document any training activities occurring after completion of the Training for Sys Admin and End user deliverables, in the same format as those previous deliverables. Document the final production deployment and implementation with the same components of the Initiate CMS/CRM User Rollout deliverable.
Accompanying Tasks	Statewide rollout of the CMS/CRM solution will only occur following successful completion of Pilot based on the approved CMS/CRM Test Plan.
Documentation to Establish Completion	The deliverable to be provided is detailed in the Component Detail section above. The Contractor will submit a monthly report detailing all progress on any pending deliverable, with its monthly invoice.
Initial Submission Date	1-Sep-21
Due Date	21-Sep-21
Attachment B Pricing	\$392,925.00
Performance Measure	Successful completion and on-time delivery of the CMS/CRM Training & Rollout with required supporting evidence.

Deliverable: #3.21 Complete CMS/CRM Training & Rollout

**Financial
Consequences**

For each business day the deliverable is late or not as specified, which includes not being approved by the OAG, a financial consequence in the form of a reduction of one percent per business day will be assessed on the payment for that deliverable for the first five days the deliverable is not submitted as specified. For every business day after five days the deliverable is not submitted as specified the financial consequence assessed will be \$250 per business day.

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Attachment D

High Level ECM Requirements

#	General Function
1	The solution must provide automated recognition and capture of data fields from OAG forms.
2	The solution must have optical character recognition capabilities.
3	The solution must provide intelligent data capture.
4	The solution must record the location of imaged documents to allow locating physical documents after scanning.
5	The solution must work with any file format, e.g., Word documents, Excel spreadsheets, PDFs, photographs, voice/Wave files, etc.
6	The solution must use unique identifiers to facilitate ease of storing, searching, and retrieving documents.
7	The solution must have a disaster recovery capability.
8	The solution must include the ability to open a document from within existing Case Management Systems.
9	The solution must have the preset ability to convert an existing document into PDF for ease of use with the Electronic Court Filing System.
10	The solution must have the preset ability to create unlimited versions.
11	The solution must be able to integrate with a future OAG COTS, legal case management system solution not yet selected.
12	The solution must have functionality to export/download and import/upload data sets (data, files, folders, documents, etc.). This should be possible from a folder and/or elected files with batch or single item options.
13	The solution must be able to mass import documents into a case and export documents from a case.
14	The solution must be compatible with all leading web-based browsers. (Provide version upgrades.)
15	The solution must have a user friendly full-text search engine and a query-by-example form to facilitate completing document searches.
16	The solution must be able to search by all fields and be able to create reports based on search results.
17	The solution must employ defined data standards (e.g., consistent data schema, data elements, data class, field lengths, data tables, and naming conventions).
18	The solution must provide the preset ability to associate supporting documentation (e.g., scanned documents) with a system record.
19	The solution must be able to support various peripheral devices and hardware. Kofax or Twain must be options for scanning purposes. Other examples, e.g., tablets, all-in-one printers and label printers.
20	The solution must employ a data model that enforces referential integrity.
21	The solution must include tools for configuring the system (e.g., adding functionality, modifying existing functionality, modifying configurable settings).
22	The solution must provide the preset ability to transmit the scanned data through multiple methods (e.g., FTP, webservice).
23	The solution must provide data security with regard to electronic privacy and regulations.
24	The solution must provide approved end users with the appropriate access to modify report queries on-line.
25	The solution must provide the preset ability to search a range of data values.

26	The solution must have the preset ability to import and export data in delimited text files, MS Excel, and other standard data formats.
27	The solution must be capable of searches using Boolean methods across all datasets.
28	The solution must be capable of searching by document types and/or keywords assigned by a business unit such as open cases, preliminary cases, closed cases, and investigations.
29	The solution must include a virtual rescan software option.
30	The solution must store e-Filings. Functions should include, but not be limited by physical office location or other defined keyword and with variable search options.
31	The solution must have the preset ability to complete large volume searches with no degradation in performance or resources.
32	The solution must integrate and/or interface with IBM Notes and other external software solutions, e.g., Microsoft Office products.
33	The solution must retrieve and produce files/documents in native format.
34	The solution must have the preset ability to place holds on documents by keywords.
35	The solution must include the preset ability to highlight and zoom into exhibits.
36	The solution must include OCR/ICR processing to manage handwritten documents when needed.
37	The solution must include deduplication of new and existing (converted) records.

#	Workflow Process
1	The solution must have an electronic workflow.
2	The workflow must provide several layers of approval with or without comments.
3	The workflow must provide an easy-to-use form development tool so the OAG can generate new forms as needs arise.
4	The workflow must update related data in other parts of the system upon the completion of approval process to eliminate rekeying of data.
5	The workflow must provide several standard reports; for example, by user, by status and form submitted.
6	The workflow must provide a history report of forms.
7	The workflow must include configurable workflows to include box tracking (tracking a physical records storage box from delivery to Records thru destruction).
8	Disposition with defined destruction approvals (i.e.: Division Director approval and Records Management Liaison Officer (RMLO) approval).
9	The workflow must include assignment of tasks to internal unit coordinators for assignment and redistribution to staff in their designated section or other internal unit coordinators.
10	The workflow must include the ability to manage routing solutions.
11	The workflow must include the ability to identify documents that are drafts or that have not been shared.

#	Email Storage/Ingestion & Notifications
1	The solution must utilize links within emails.
2	The solution must search multiple different email locations and have the ability to combine the different email locations in one central location.
3	The solution must capture data by scanning, from email attachments, etc.
4	The solution must ingest emails as a standard regular function that can be easily managed with configuration.

5	The solution must integrate with email, including automated routing based on keywords, sender/recipient.
6	The solution must process email notifications when expiration approaches or is overdue.
7	The solution must process email notifications when documents are deleted.
8	The solution must process email notifications on retention rules, deadlines, expirations, and deletions.
9	The solution must process email notifications regarding archiving changes.

#	Barcode
1	The solution must provide for barcode generation, usage and processing.
2	The solution must track every expandable file folder and document inserted therein via barcoding, which will provide the current location of the file, previous locations, and comments about the contents of the file.
3	The solution must print labels with barcodes.

#	Data Conversion
1	The solution must include conversion of -data currently stored in the SIRE software program database to the proposed solution.
2	The solution must provide quality control of converted data to ensure the converted data can be processed and utilized to meet all the solution requirements outlined in the requirement set.
3	The solution must maintain prior SIRE indexes and prior tags after conversion.
4	The solution must include conversion of documents currently stored in IBM Notes databases as documents or attachments.

#	Reporting & Statistics
1	The solution must allow the capture of statistical information at each processing stage to support statistical analysis and system/usage performance.
2	The solution must generate reports based on report specific user-defined parameters.
3	The solution must include the option to create system intake reports, such as the number of scans or documents quality controlled by the user.
4	The solution must include ad-hoc reporting capability.
5	The solution must include standard report configuration and save capabilities.
6	The solution must generate summaries of: content; size; and related items.
7	The solution must generate audit trails, automatically and manually.
8	The solution must include the preset ability to configure audit trail process.

#	Security & Storage
1	The solution must provide secure access to retrieve reports.
2	The solution must provide Extranet/Portal capabilities for purposes of sharing documents on a secured basis with non-users, e.g., outside experts, and outside counsel.

3	The solution must have the preset ability to copy and move documents from one library or cabinet to another across separate organizational divisions within proper security controls and tracking.
4	The solution must support the latest encryption standards for the transmission of data.
5	The solution must be compatible with Microsoft SQL databases.
6	The solution must identify users by User ID.
7	The solution must limit a user's access to reports based on the user's security profile.
8	The solution must have access controls.
9	The solution must retain the appropriate security so that all data stored or accessed through the solution belongs to the OAG.
10	The solution must provide each organizational division within the OAG with its own secure area.
11	The solution must provide for secure transmission (incoming and outgoing) of files (documents, pictures, audios, videos, etc.) that can handle large data files, have access controls, and generate complete activity logs.
12	The solution must provide user security and screen level access integrated with Active Directory.
13	The solution must provide access by defined role to search all internal comment fields in keeping with public records requirements.
14	The solution must be searchable enterprise-wide, regardless of file type to include but not limited to: create date; modification date; author; keywords, based on defined roles.
15	The solution must store documents/materials with standardized indexes (includes audio, video, and others).
16	The solution must not have size limitations for document/item storage and transfer.
17	The solution must include complete management of video/audio file storage, usage, searching and indexing, considering size, type, and format.

#	Performance & Performance Monitoring
1	The solution must provide a mechanism for recording and viewing system errors and warnings.
2	The solution must provide a mechanism to notify the system administrator when definable performance and storage thresholds are exceeded.
3	The solution must allow for maintenance and support activities to be carried out while the application and supporting systems are running, active and online (i.e., "hot" backup procedures).
4	The solution must provide reporting on interface transmissions (e.g., total number of records loaded, date of interface transmission, amount of time to execute the interface transmission, errors, and failures).
5	The solution must include tools for monitoring and reporting capacity and performance for all system components.

#	State Requirements/Guidelines
1	The solution must provide records management tools, such as dead file system, along with the ability to configure archival retention capabilities.
2	The solution must be configured so that it supports and is compliant with the Florida Department of State's Electronic Records and Records Management Practices.

#	Training & Support
1	Contractor must provide Help Desk support.
2	Contractor must provide options for training onsite or online to include various roles such as; standard end user, administrative, and system administration.

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Attachment E

EULA

Software End User License Agreement (Domestic Version)

IMPORTANT- READ CAREFULLY

This End User License Agreement (“EULA”) is made between Hyland Software, Inc. (“Hyland”), 28500 Clemens Road, Westlake, Ohio 44145 USA, and Florida Department of Legal Affairs – Office of Attorney General (OAG), (“User”), 107 West Gaines Street, Collins Building, Tallahassee, Florida 32301 with respect to the licensing of the software products or modules listed or described on Exhibit A attached hereto, including, in each case, third party software bundled by Hyland as part of a unified product, and any security device(s) that may be used to protect the Software from unauthorized use (“Software”).

1. LICENSE:

- (a) Subject to payment in full of the Software license fees (in accordance with the terms of Exhibit A), Hyland grants to User a perpetual (except as otherwise provided in this EULA), non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by: (i) User internally, and only for capturing, storing, processing and accessing User’s own data; and (ii) subject to Section 1(l) below, by a third party contractor retained by User as a provider of services to User (“Contractor”), but only by the Contractor for capturing, storing, processing and accessing User’s own data in fulfillment of the Contractor’s contractual obligations as a service provider to User. The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA. The Software may be located and hosted on computer servers owned and controlled by a third party. Such third party hosting provider shall be considered a Contractor, and subject to the requirements of Section 1(l) below.
- (b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software may control such use. Software products that are volume-based may: (i) no longer function if applicable volume limits have been exceeded; or (ii) include functionality which monitors or tracks User’s usage and reports that usage. Upon reasonable notice to User, Hyland shall be permitted access to User’s Software system to measure User’s volume usage of such Software. User may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or the Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User’s use of such other software and User has paid the applicable Software license fees (in accordance with the terms of Exhibit A) with respect to such access to the Software or data stored in the Software database in accordance with to this agreement. [HYLAND DRAFTING NOTE: HYLAND ACCEPTED FLORIDA’S REVISIONS TO THE PRECEDING SENTENCE.]
- (c) User shall be entitled to use one (1) production copy of each Software module licensed and one (1) additional copy of the Software licensed in User’s production system for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. In addition, User shall be entitled to license a reasonable number of copies of the Software licensed in User’s production system to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this Agreement, and training User’s employees on the Software (“Test Systems”). User may be required to provide to Hyland certain information relating to User’s intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. User’s sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to Hyland. User shall not make additional copies of the Software not specifically authorized by this paragraph (c).
- (d) User agrees: (1) not to remove any notices in the Software or Documentation (as defined in Section 4(b)); (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Software or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software; and (5) not to prepare derivative works from the Software or Documentation.
- (e) “Beta Software” means either: (1) a complete new version of the Software which is a pre-release version only, is still undergoing development and testing at Hyland and is not a Hyland commercially released product; or (2) a potential new Software module which is included in a commercially-released version of the Software, but which is not available for commercial licensing by User or Hyland’s other customers generally and is still undergoing development and testing at Hyland. From time to time Hyland may make Beta Software available for User’s use in the Test Systems; and User may elect to license and use the Beta Software in the Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be “Software” for all purposes of this EULA. Notwithstanding anything to the contrary, as to

any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of Hyland's commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software. The expiration or termination of this EULA as to any Beta Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

(f) From time to time User may elect to evaluate certain Software modules that it has not licensed and does not currently use in its production environment ("Evaluation Software"), for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User's use in User's Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Evaluation Software, User acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be "Software" for all other purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) thirty (30) days after the date such Software is activated for use in User's Test Systems; or (2) immediately upon the delivery of written notice to such effect by Hyland to User. Upon expiration or other termination of such period, User immediately shall either (A) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit Hyland to deactivate the Evaluation Software; or (B) deliver payment in full of the Software license fees that have been agreed upon for such Software to Hyland (if User purchases licenses for Software directly from Hyland) or to Hyland's authorized solution provider (if User purchases licenses for Software through such authorized solution provider), and confirm in writing to Hyland that such Evaluation Software is added as additional Software licensed for User's use in its production environment and (and other permitted environments) under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

(g) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license to for use in User's production environment under this EULA, User agrees that it will provide to Hyland remote access to User's systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Hyland to deactivate such Beta Software or such Evaluation Software.

(h) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland; provided that Hyland agrees that such consent shall not be unreasonably withheld in the case of any assignment by User of the EULA in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of User's assets that assumes in writing all of User's obligations and duties under this EULA.

(i) The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. That third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. User acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to User or User's user in the software, and this EULA will not govern such use.

(j) The optional AccuZip™ component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain User's continued right to use. The USPS has contractually required that the Software include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of maintenance and support for the AccuZip module.

(k) If applicable, Software also includes all adapters created by Hyland and provided to you by Hyland or a Hyland authorized solution provider as part of an integration between the Software and a third party line of business application ("Integration Code"). Such Integration Code may only be used in combination with the Software and in accordance with the terms of this EULA.

(l) The parties agree that any use of the Software by any Contractor shall be undertaken only in compliance with this EULA. User shall not allow any Contractor to: (1) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of User's own log-in credentials or through credentials received directly or indirectly by Contractor, in any case unless and until such Contractor and Hyland have executed an agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). User shall reasonably cooperate with Hyland to address any actual breach by such Contractor, which may include, but not be limited to terminating such unauthorized Contractor's access.

(m) The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). User is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the

following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use.

- (n) Upon reasonable notice to User Hyland shall be permitted access to User's Software system solely to audit User's use of the Software in order to determine User's compliance with the licensing and pricing terms of this EULA. User shall reasonably cooperate with Hyland with respect to its performance of such audit. User acknowledges and agrees that User is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, unless required to by law or order of court, and that User has not relied on the future availability of any programs or services in entering into this EULA.
- (o) The Medical Imaging Viewer Powered by Agfa Software module can provide an optional lossy compression algorithm for the permanent long-term archive. Responsibility for any decision by User to implement lossy compression (as opposed to lossless compression, which is the default) and or the deletion of the original data file will lie solely with the User. User acknowledges that lossy compression is irreversible and will result in the permanent destruction of image data and a loss of image quality. User also acknowledges that any decision as to the suitability of lossy compression for a particular image type or class of images lies solely with the User.

2. **OWNERSHIP:** Hyland's direct and indirect suppliers, including Hyland Software, Inc. and its suppliers, own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. **INSTALLATION; DELIVERY OF HASPS AND CDS:** User may retain Hyland or the Hyland authorized solution provider through which User orders the Software to provide installation services pursuant to the terms of a separate work agreement governing the procurement and performance of such services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software. Delivery of HASPs and CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

4. **LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:**

- (a) For a period of sixty (60) days from the date of delivery of Software delivered to User on tangible media at User's site, Hyland warrants to User that the media on which the Software is delivered are free from defects in materials and in workmanship.
- (b) For a period of sixty (60) days from the earlier of: (1) the date that license codes, files, or certificate necessary for User to activate the Software for use have been shipped or made available for download to the destination applicable under the purchase order for the Software received by Hyland; or (2) the sixtieth (60th) day after the date that the Software has been shipped or made available for download to the destination applicable under the purchase order for the Software received by Hyland, Hyland warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the "Help Files" included in the Software that is included in the Software that relate to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.
- (c) Hyland's sole obligation, and User's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 60-day period, User notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 7, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.
- (d) **HYLAND AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE OR ANY MEDIA. HYLAND AND SUCH SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT ARISE OR MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED.**

USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES. HYLAND AND ITS SUPPLIER DO NOT PROVIDE ANY WARRANTY OR ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(e) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.

5. **LIMITATIONS OF LIABILITY:** IN NO EVENT SHALL HYLAND'S (INCLUDING ITS SUPPLIERS') LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF HYLAND SOFTWARE, INC. OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

FOR USERS THAT PROVIDE HEALTHCARE SERVICES: IF USER USES THE SOFTWARE IN A CLINICAL SETTING, USER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE USER'S USERS OF THE SOFTWARE.

6. **MAINTENANCE:** Maintenance and technical support of the Software may be available for purchase by User from Hyland or the Hyland authorized solution provider through which User has ordered the Software pursuant to the terms of a separate Software Maintenance Agreement.

7. **TERMINATION:** Except in the case of a breach or failure to comply by User with any of the provisions of Section 1(d) of the EULA (with respect to which User shall have no right to cure a breach or non-compliance and Hyland may terminate this EULA immediately upon written notice to such effect to User), Hyland may terminate this EULA if User breaches or fails to comply with any provision of this EULA and Hyland first gives written notice to User of the breach or non-compliance with this EULA, which notice shall specify in reasonable detail such breach or non-compliance, and User fails to cure such breach or non-compliance within thirty (30) calendar days after receipt of such notice. Upon termination of this EULA for any reason, including, but not limited to, as specified in this Section 7 or in Section 4, User shall immediately (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation and any HASP's to Hyland, or (2) with the permission of Hyland, destroy the Software, Documentation and any HASP's and certify in writing to Hyland that User has completed such destruction. The obligations of User under the preceding sentence and all disclaimers of warranties, confidentiality obligations, and limitations of liability set forth in this EULA shall survive any termination.

8. **SEVERABILITY:** In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

9. **NOTICE:** All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, Hyland or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

10. **GOVERNING LAW:** The laws of the State of Florida, shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended shall not be applicable with respect to this EULA.

11. **U.S. GOVERNMENT END USERS:** The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

12. **EXPORT:** The Software and Documentation are subject to United States export control laws and regulations. User agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation

is not exported in violation of United States of America law. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. User shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

13. **THIRD PARTIES.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.

14. **ENTIRE AGREEMENT:** This EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. All purchase orders submitted shall be subject solely to the terms of this EULA any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA or any such invoice. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct. [HYLAND DRAFTING NOTE: HYLAND HAS AGREED TO REMOVE THE LANGUAGE WHICH FLORIDA OBJECTED TO.]

15. CONFIDENTIAL INFORMATION.

- (a) "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential, that is known by User to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by User, or (b) is demonstrated by User to have been in User's possession prior to its disclosure by Hyland, or (c) is received by User from a third party that is not bound by restrictions, obligations or duties of non-disclosure to Hyland, or (d) is demonstrated by User to have been independently developed by User without breach of its obligations. This agreement is subject to Florida's public records law, Chapter 119, Florida Statutes.
- (b) User shall at all times maintain the confidentiality of Hyland's Confidential Information, using the same degree of care that User uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this EULA) or disclose to any third party any such Confidential Information, except as may be required by law or court order. If a public records request for information marked proprietary or confidential is made to User, User will notify Hyland of such request and Hyland will be responsible for defending the proprietary or confidential nature of the information under Florida law. User shall be liable and responsible for any breach of this Section 15 committed by any of User's employees, or agents.

IN WITNESS WHEREOF, the parties have duly executed this EULA.

**FLORIDA DEPARTMENT OF LEGAL AFFAIRS – OFFICE OF ATTORNEY GENERAL (OAG)
HYLAND SOFTWARE, INC.**

By: Emery A. Gainey
Print Name: Emery A. Gainey

Title: Chief of Staff

Date: 8/29/2019

By: Noreen Kilbane
Print Name: Noreen Kilbane

Title: Chief Administrative Officer

Date: 8/28/2019

Hyland Legal: Noreen Kilbane

Approved By: Noreen Kilbane

Date: 8/28/2019

Attachment F
State of Florida
PUR 1000
General Contract Conditions

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1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. 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.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
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.** If this is a term contract for commodities or services, the following provisions apply.
 - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

- (d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- (e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
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.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
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 agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering 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 system. 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.

- 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.

- 18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement 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://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). 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 agreement 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.

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 agreement.

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.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer 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 accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

- 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.
- 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.
- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** 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. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer 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 could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
- 25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of

the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

- 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, Florida Statutes, 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.
- 29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for

performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

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 of the Florida Statutes. 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. 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 administrative requirements of the Customer 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 or otherwise assess 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. Such approval 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.

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.

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.

- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 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.
- 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.pridefl.com>.
- 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, this 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 this contract the person, firm, or other business entity carrying out the provisions of this 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 this 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 this contract are contingent upon an annual appropriation by the Legislature.
- 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.